



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 type="checkbox"/> Alternative Landscape Plan (Form P3)	<input type="checkbox"/> Demolition Outside of HPO (Form L)	<input type="checkbox"/> Annexation of Land (Form Z)
<input checked="" type="checkbox"/> Minor Amendment to Site Plan (Form P3)	<input type="checkbox"/> Historic Design Standards and Guidelines (Form L)	<input type="checkbox"/> Amendment to Zoning Map – EPC (Form Z)
<input type="checkbox"/> WTF Approval (Form W1)	<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: Will Reilly / Juan Gonzales - APMI, Inc.		Phone: 480-998-0709
Address: 3003 N Central Ave, Suite 1100		Email: jgonzales@apmi.com
City: Phoenix	State: AZ	Zip: 85012
Professional/Agent (if any):		Phone:
Address:		Email:
City:	State:	Zip:
Proprietary Interest in Site:	List <u>all</u> owners:	

BRIEF DESCRIPTION OF REQUEST

Requesting approval of this proposed Minor Amendment to Site Development Plan Approved Prior to the Effective Date of the IDO. Our proposal is to add a entry tower, repaint parts of the existing shopping center with new colors similar to existing colors and preliminary approval of signage package.

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

Lot or Tract No.: N/A	Block: N/A	Unit: Suite E-11
Subdivision/Addition: N/A	MRGCD Map No.: N/A	UPC Code: 101005744233210101
Zone Atlas Page(s): K-10-Z	Existing Zoning: MX-M	Proposed Zoning: N/A
# of Existing Lots: 1	# of Proposed Lots: N/A	Total Area of Site (acres): 9.148 acres

LOCATION OF PROPERTY BY STREETS

Site Address/Street: 111 Coors Blvd, Suite E-11	Between: Central Ave NW	and: Bluewater Rd NW
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CASE HISTORY (List any current or prior project and case number(s) that may be relevant to your request.)

Z-86-24-1

Signature:	Date: 2-1-2022
Printed Name: Juan C. Gonzales - Project Manager - APMI, Inc.	<input checked="" type="checkbox"/> Applicant or <input type="checkbox"/> Agent

FOR OFFICIAL USE ONLY

Case Numbers	Action	Fees	Case Numbers	Action	Fees
SI-2022-00246	AA				
Meeting/Hearing Date:			Fee Total:		
Staff Signature:		Date:	Project #PR-2022-006565		

FORM P3: ADMINISTRATIVE DECISIONS AND MINOR AMENDMENTS

A single PDF file of the complete application including all plans and 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 on a CD.

INFORMATION REQUIRED FOR ALL ADMINISTRATIVE DECISIONS OR AMENDMENTS

- Letter of authorization from the property owner if application is submitted by an agent
- Zone Atlas map with the entire site clearly outlined and labeled

ARCHEOLOGICAL CERTIFICATE

- Archaeological Compliance Documentation Form with property information section completed
- Only the information above is required unless the City Archaeologist determines that the application does not qualify for a Certificate of No Effect, in which case a treatment plan prepared by a qualified archaeologist that adequately mitigates any archeological impacts of the proposed development must be submitted and reviewed for a Certificate of Approval per the criteria in IDO Section 14-16-6-5(A)(3)(b)

MINOR AMENDMENT TO SITE PLAN – ADMIN, EPC, or DRB

- Justification letter describing, explaining, and justifying the request per the criteria in IDO Section 14-16-6-4(Y)(2)
- The approved Site Plan being amended
- Copy of the Official Notice of Decision associated with the prior approval
- The proposed Site Plan, with changes circled and noted
Refer to the Site Plan Checklist for information needed on the proposed Site Plan.
- Completed Site & Building Design Considerations Form in accordance with IDO Section 5-2(D) for new commercial and multifamily development except if the development is industrial or the multifamily is less than 25 units

Minor Amendments must 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.

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

- Justification letter describing, explaining, and justifying the request per the criteria in IDO Section 14-16-6-4(Z)(1)(a)
- The approved Site Development Plan being amended
- Copy of the Official Notice of Decision associated with the prior approval
- The proposed Site Development Plan, with changes circled and noted
Refer to the Site Plan Checklist for information needed on the proposed Site Plan.
- N/A* Completed Site & Building Design Considerations Form in accordance with IDO Section 5-2(D) for new commercial and multifamily development except if the development is industrial or the multifamily is less than 25 units

Minor Amendments must 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 SITE PLAN

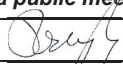

- Justification letter describing, explaining, and justifying the request per the criteria in IDO Section 14-16-6-4(X)(2)(c)
- Site Plan to be Expired

ALTERNATIVE SIGNAGE PLAN

- Proposed Alternative Signage Plan compliant with IDO Section 14-16-5-12(F)(5)
- Justification letter describing, explaining, and justifying the request per the criteria in IDO Section 14-16-6-5(C)(3)(b)
- Required notices with content per IDO Section 14-16-6-4(K)
 - Office of Neighborhood Coordination notice inquiry response and proof of emailed notice to affected Neighborhood Association representatives
 - Sign Posting Agreement

ALTERNATIVE LANDSCAPE PLAN

- Justification letter describing, explaining, and justifying the request per the criteria in IDO Section 14-16-5-6(C)(16)
- Landscape Plan

<i>I, the applicant or agent, acknowledge that if any required information is not submitted with this application, the application will not be scheduled for a public meeting or hearing, if required, or otherwise processed until it is complete.</i>	
Signature: 	Date: 1-20-2022
Printed Name: Juan C Gonzales	<input checked="" type="checkbox"/> Applicant or <input type="checkbox"/> Agent
FOR OFFICIAL USE ONLY	
Project Number:	Case Numbers
PR-2022-006565	SI-2022-00246
	-
	-
Staff Signature:	
Date:	

October 12, 2021

City of Albuquerque
Planning Department
Attn: Mr. James Aranda, Deputy Director
600 2nd St NW- 3rd Floor
Albuquerque, NM 87102

RE: 111 Coors Blvd NW- "Existing Casa Taco restaurant "
Albuquerque, NM 87121

Dear Mr. Aranda:

As the Property Owner, I authorize Garcia/Kraemer & Associates to act as agent on matters pertaining to an application submittal to the City of Albuquerque Planning Department, Urban Design & Development Division, Current Planning Section- for an Administrative Amendment to the approved Hubbel Plaza Site Development Plan for Building Permit to allow building façade changes and a drive-up ATM at the above referenced property.

Michael Bushell

Print Name

Michael Bushell

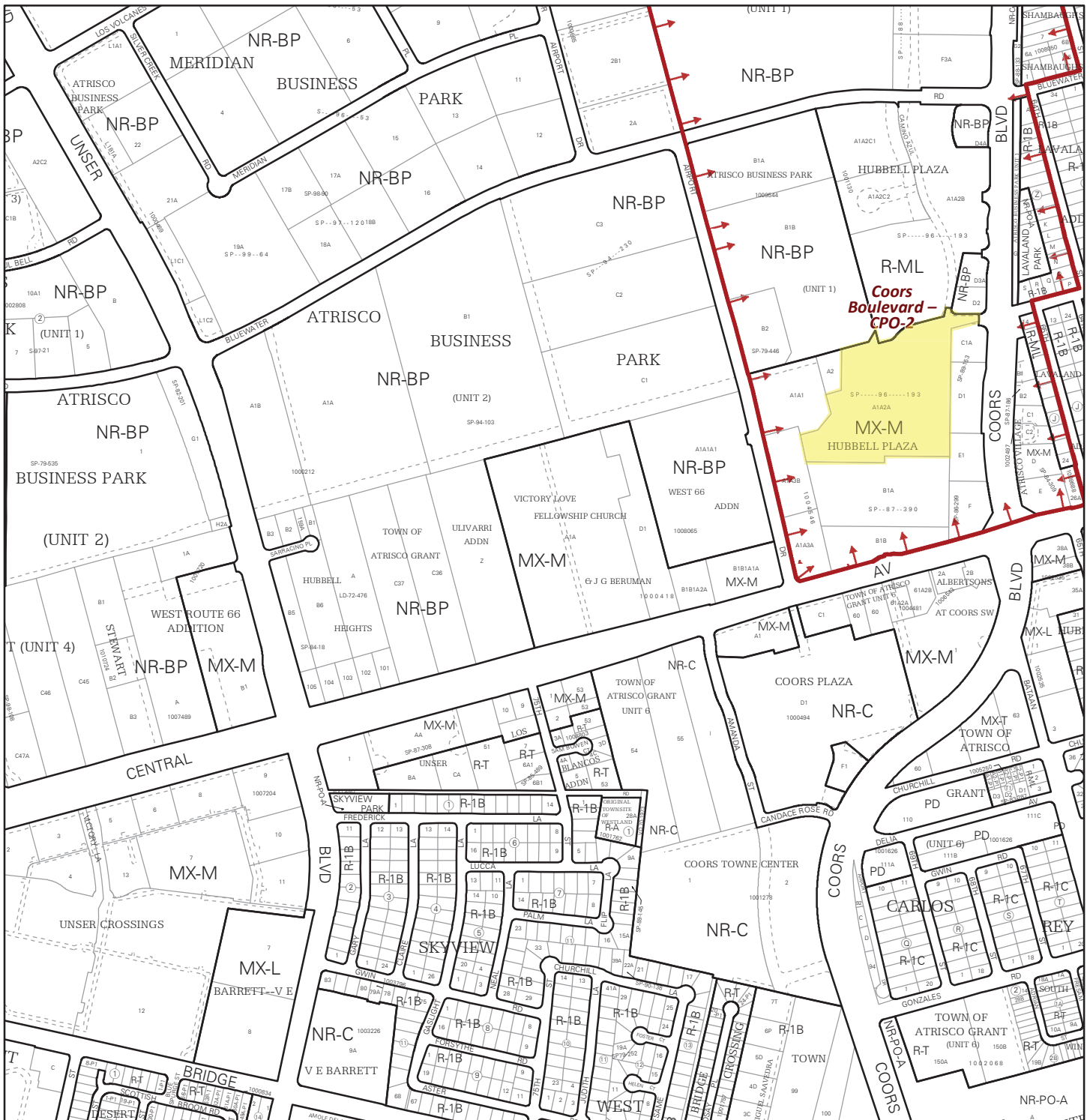
Signature

Authorized Agent

Title


October 29, 2021

Date



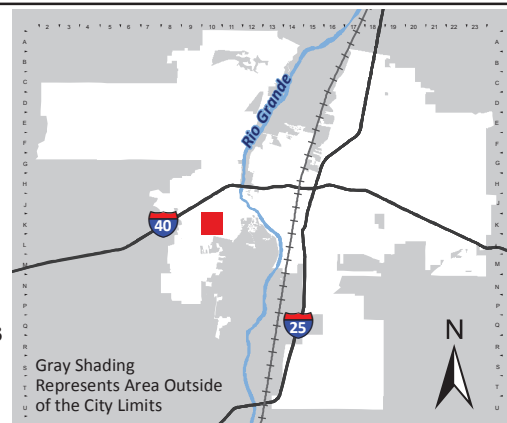
For more details about the Integrated Development Ordinance visit: <http://www.cabq.gov/planning/codes-policies-regulations/integrated-development-ordinance>

IDO Zone Atlas May 2018





IDO Zoning information as of May 17, 2018
The Zone Districts and Overlay Zones
are established by the
Integrated Development Ordinance (IDO).

Zone Atlas Page:
K-10-Z



- Easement
- Escarpment
- Petroglyph National Monument
- Areas Outside of City Limits
- Airport Protection Overlay (APO) Zone
- Character Protection Overlay (CPO) Zone
- Historic Protection Overlay (HPO) Zone
- View Protection Overlay (VPO) Zone

Gray Shading
Represents Area Outside
of the City Limits



architecture
planning
management
interiors

Date: 20 January 2022

To Whom It May Concern,

To:

City of Albuquerque
Planning Department
600 2nd St NW – 3rd Floor
Albuquerque, NM 87102

The proposed project in question is a new drive up ATM and minor exterior modifications of an existing retail building that was developed and approved prior to the effective date of the Integrated Development Ordinance (IDO). The following is intended to justify this minor amendment as advised by city staff during our Pre-Application Review Team Meeting (PA-21-185) on September 24, 2021.

Re:

Justification Letter for
Minor Amendment to Site
Development Plan
Approved Prior to the
Effective Date of the IDO

The attached building modifications meet the original requirements in the “Notification of Decision” as approval from case file number Z-86-24-1 dated June 22, 1987. The original case file for this development is available for review in this submittal and predates the implementation of the IDO. The proposed modifications do not add to the overall building gross square footage, building height and setbacks. It will not be modifying or add to any existing walls, fences or any other numerical standard. All items in this submittal are required for approval prior to the issuance of any permits. This project does not include any residential housing units. The requested change in this submittal does not propose any modifications to existing public infrastructure nor does it change any existing access or circulation patterns. This also does not require any additional variances or waivers.

Chase US66 & Coors
111 Coors Blvd NW
Albuquerque, NM 87121

We appreciate your time and consideration of this submittal. We are available and open to submitting any additional support documentation or questions you might have that would be needed for a final approval on this request.

Sincerely,

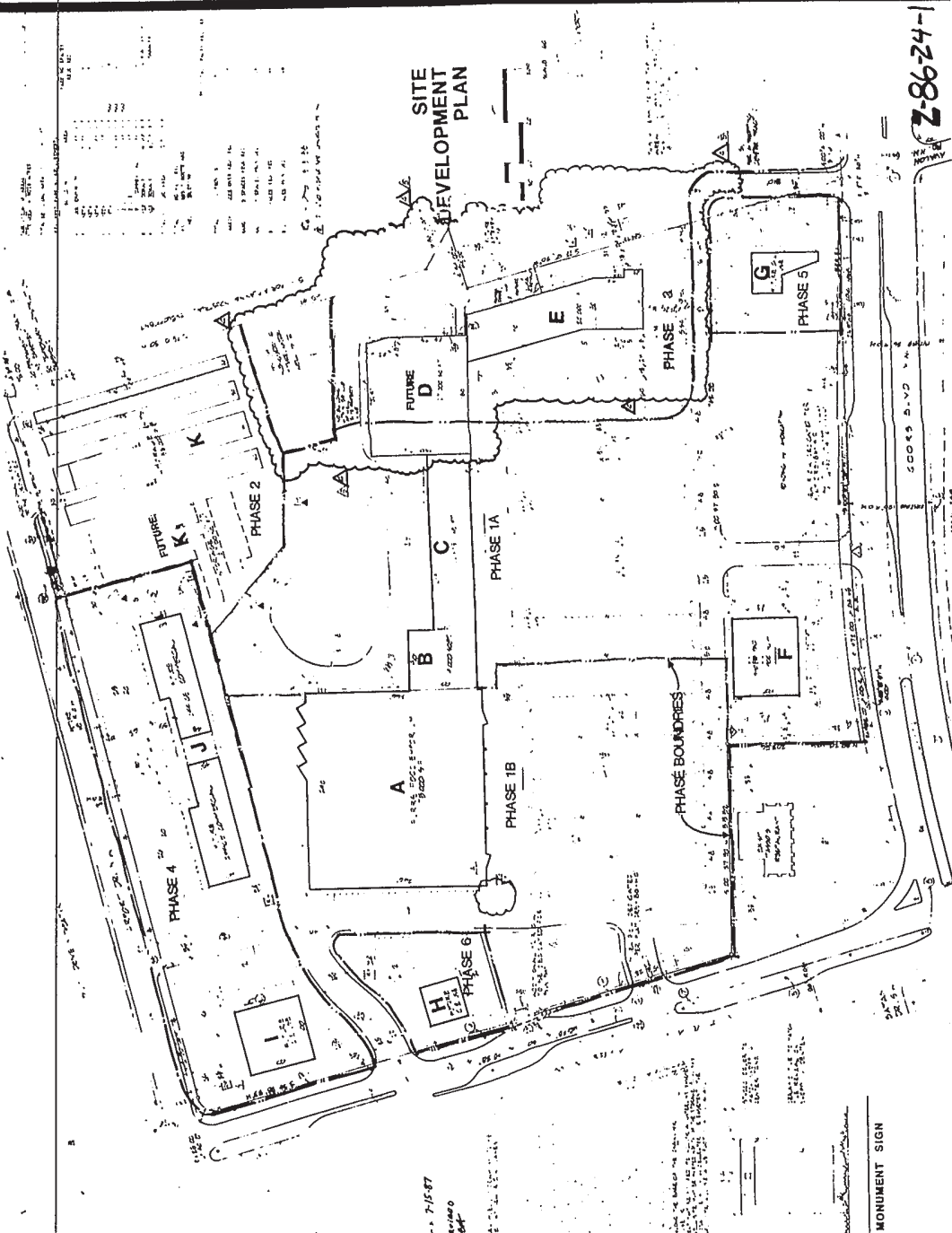
Juan C Gonzales – APMI, Inc.

CORPORATE

3003 North Central Avenue
Suite 1100
Phoenix, AZ 85012
o. 480.998.0709

apmi.com

Design. Experience.



Z-86-24-1

Alfonso R. Arroyo - 7-15-87
 This site plan was prepared and sealed
 by Alfonso R. Arroyo, State
 Professional Engineer No. 10,000

MONUMENT SIGN

SITE DEVELOPMENT PLAN



LOCATION MAP

DATE: 7-15-87
 DRAWN BY: Alfonso R. Arroyo
 CHECKED BY: [Signature]

NO. 1	1/4" = 1' - 0"
NO. 2	1/8" = 1' - 0"
NO. 3	1/16" = 1' - 0"
NO. 4	1/32" = 1' - 0"
NO. 5	1/64" = 1' - 0"
NO. 6	1/128" = 1' - 0"
NO. 7	1/256" = 1' - 0"
NO. 8	1/512" = 1' - 0"
NO. 9	1/1024" = 1' - 0"
NO. 10	1/2048" = 1' - 0"
NO. 11	1/4096" = 1' - 0"
NO. 12	1/8192" = 1' - 0"
NO. 13	1/16384" = 1' - 0"
NO. 14	1/32768" = 1' - 0"
NO. 15	1/65536" = 1' - 0"
NO. 16	1/131072" = 1' - 0"
NO. 17	1/262144" = 1' - 0"
NO. 18	1/524288" = 1' - 0"
NO. 19	1/1048576" = 1' - 0"
NO. 20	1/2097152" = 1' - 0"
NO. 21	1/4194304" = 1' - 0"
NO. 22	1/8388608" = 1' - 0"
NO. 23	1/16777216" = 1' - 0"
NO. 24	1/33554432" = 1' - 0"
NO. 25	1/67108864" = 1' - 0"
NO. 26	1/134217728" = 1' - 0"
NO. 27	1/268435456" = 1' - 0"
NO. 28	1/536870912" = 1' - 0"
NO. 29	1/1073741824" = 1' - 0"
NO. 30	1/2147483648" = 1' - 0"

C

CITY OF ALBUQUERQUE

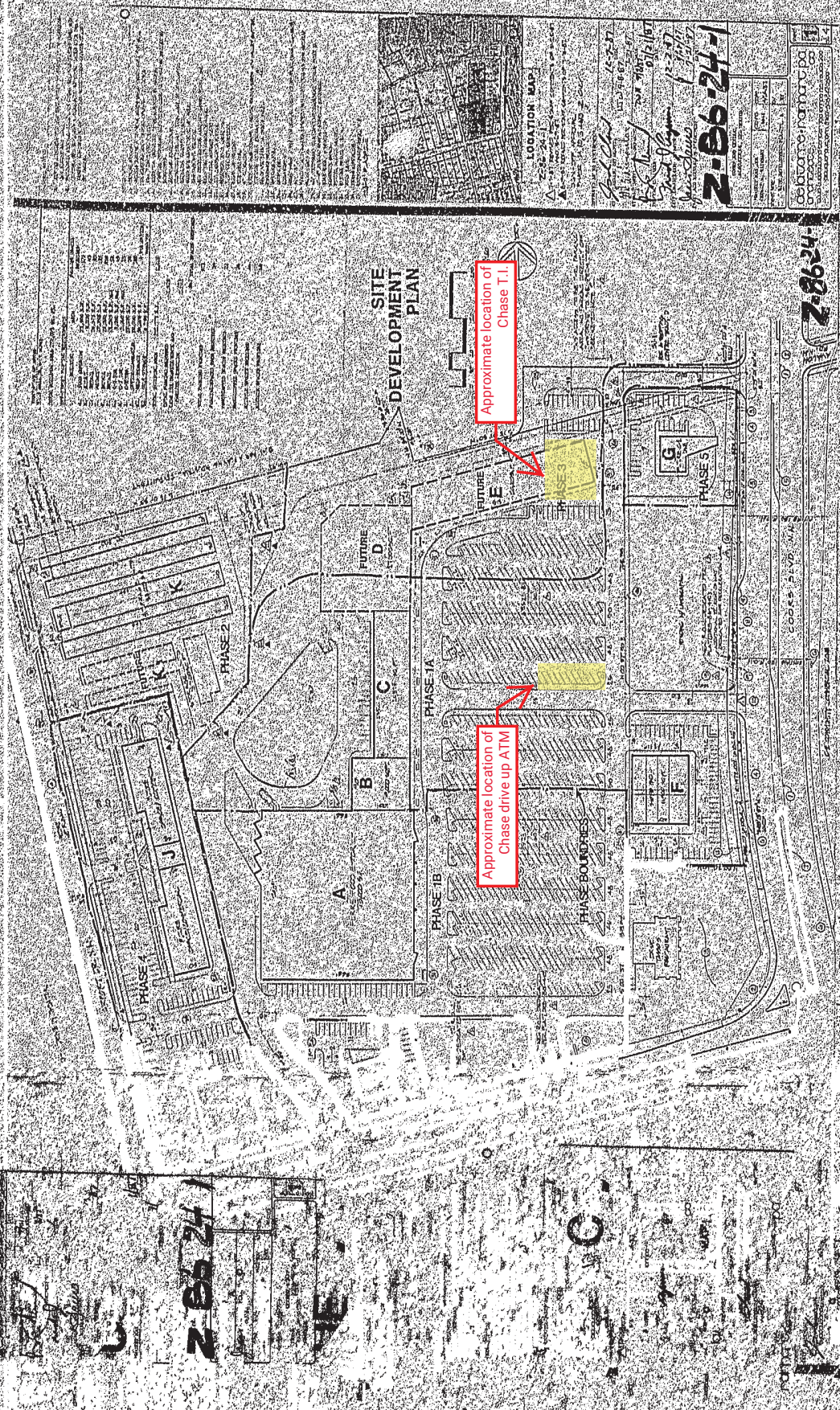
A 2

B 16

C 20

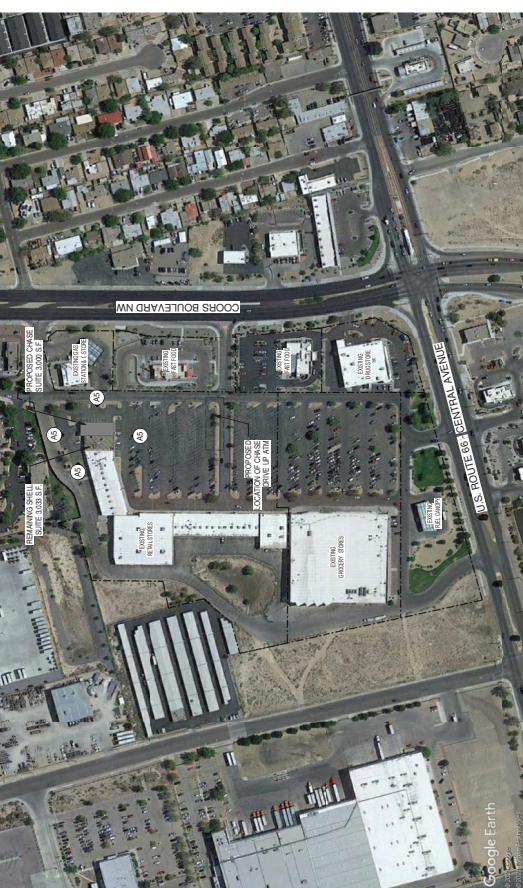
D 24

E 30

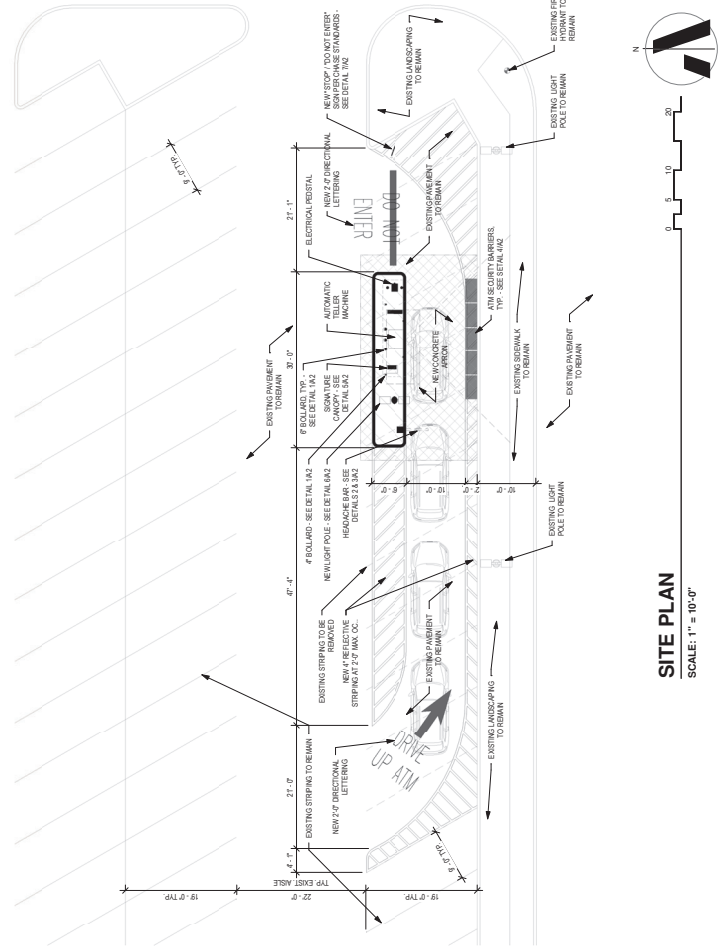


CITY OF ALSBUQUERQUE C

A12
6



OVERALL SITE PLAN (FOR REFERENCE)
SCALE: NOT TO SCALE



SITE PLAN
SCALE: 1" = 10'-0"

PROJECT DATA

PROJECT OWNER:
J.P. INVESTMENTS, L.P.
201 NORTH CENTRAL AVENUE, 25TH FLOOR
PHOENIX, ARIZONA 85004
CONTACT: JIM HENNINGER
1.602.271.4807
E: JIM.HENNINGER@JPINVEST.COM

ARCHITECT:
APM ARCHITECTURE
148 NORTH CENTRAL AVENUE
PHOENIX, ARIZONA 85004
CONTACT: WALLI BULLY, AIA
1.480.996.0709
E: WALLI@APM.COM

CLIENT:
CHASE
1500 MELBA AVENUE, SUITE 302
DENVER, COLORADO 80202
CONTACT: MICKI ROSE
1.303.378.3100
E: MICKI@CHASE.COM

PROJECT LOCATION:
111 COORS BOULEVARD NORTHWEST, SUITES 611, ALBUQUERQUE, NEW MEXICO 87121

LEGAL DESCRIPTION:
TRACT 10, BLOCK 10, NORTHWEST QUARTER, SECTION 11, ALBUQUERQUE, NEW MEXICO 87121

PROJECT INFORMATION:
THIS PROJECT IS A COMMERCIAL BUILDING. THE PROJECT IS SUBJECT TO THE CITY OF ALBUQUERQUE'S ZONING ORDINANCE, WHICH INCLUDES THE REGULATION OF EXISTING AND PROPOSED SPACES AND REGULATIONS CONCERNING DRIVE-UP ATMs.

PARCEL NUMBER:
1008740231001

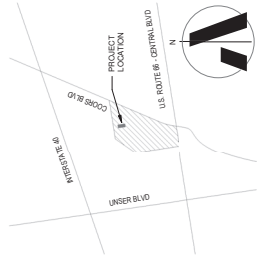
MARKETED USE: MEDIUM-DENSITY ZONE

MARKETED AREA:
3,000 SF

BUILDING HEIGHT:
4-7' (MAX)

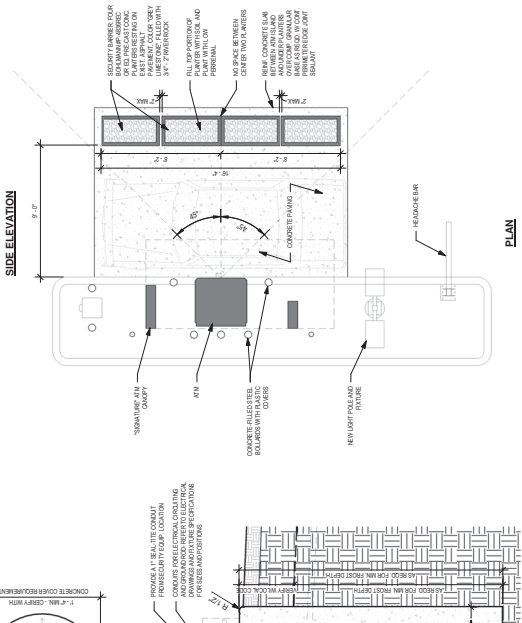
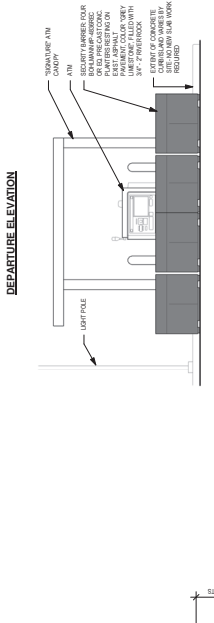
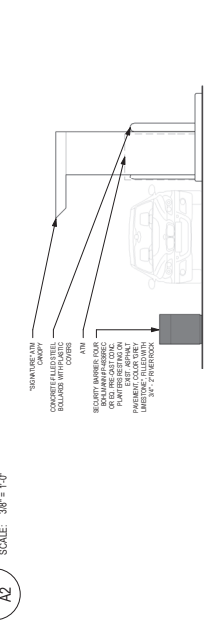
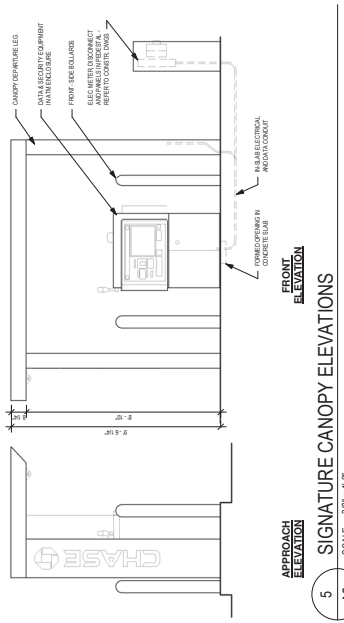
APPLICABLE CODES:
2015 NEW MEXICO COMMERCIAL BUILDING CODE
2015 NEW MEXICO ELECTRICAL CODE
2015 NEW MEXICO PLUMBING AND MECHANICAL CODE
2015 NEW MEXICO FIRE CODE
2015 NEW MEXICO ELECTRIC CODE
2015 CITY OF ALBUQUERQUE ZONING CODE
2015 CITY OF ALBUQUERQUE FIRE CODE
2015 IBC STANDARDS FOR ACCESSIBLE DESIGN

*ALL CODES AS ADOPTED BY THE CITY OF ALBUQUERQUE AMENDMENTS

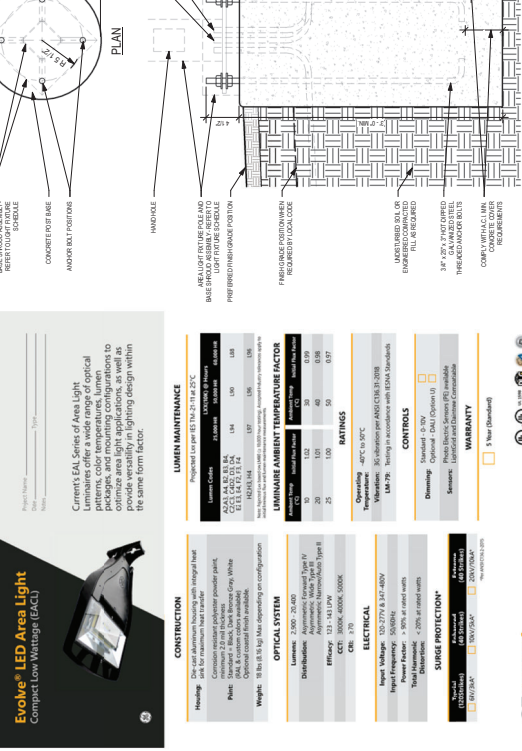
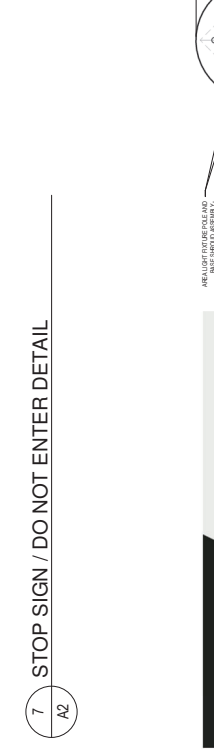
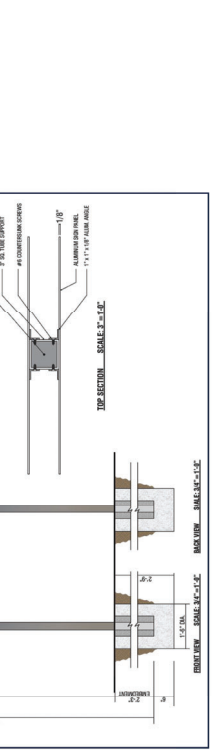
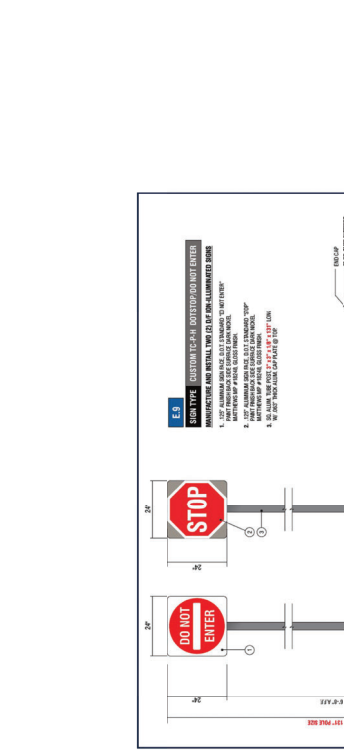


VICINITY MAP
NOT TO SCALE

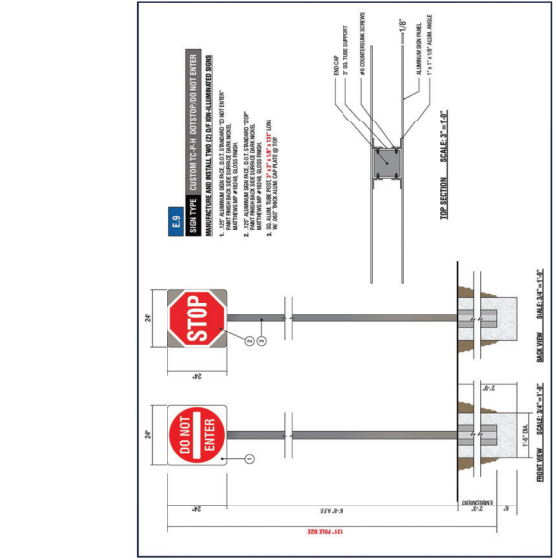
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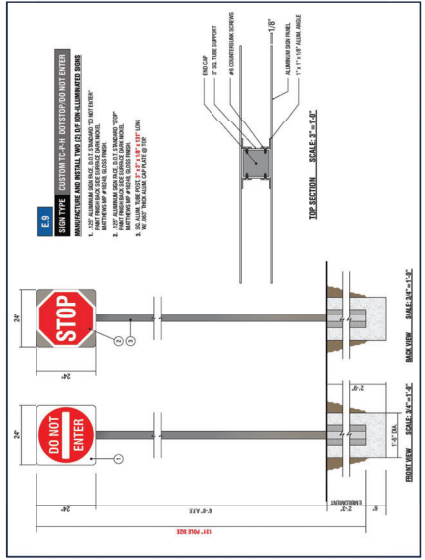
4 ATM SECURITY BARRIER AT SIGNATURE CANOPY
SCALE: 1/4" = 1'-0"



1 DRIVE-UP ISLAND ATM BOLLARD
SCALE: 3/8" = 1'-0"



6 LIGHT POLE BASE
SCALE: 1/12" = 1'-0"



Evolva® LED Area Light
Compact Low Waftage (EAL)

Current's EAL Series of Area Light fixtures are designed for use in a variety of applications. The compact, low-waftage design provides a wide range of mounting configurations to suit your needs. The compact design provides versatility in lighting design within the same form factor.

CONSTRUCTION	
Waftage	Low waftage housing with integral heat sink for maximum heat transfer
Finish	Polycarbonate lens with clear or tinted finish
Weight	18.0 lbs (8.2 kg) depending on configuration

LUMEN MAINTENANCE	
Projected Lumen	15,700 lm @ 25°C
Beam Spread	120°
Beam Diameter	10.4 ft @ 100 ft

LUMINAIRE AMBIENT TEMPERATURE FACTOR	
Temperature	-40°C to 50°C
Humidity	0% to 100%
Altitude	0 to 10,000 ft

ELECTRICAL	
Input Voltage	120V/277V/347V AC
Power Factor	> 0.95 at rated watts
Warranty	5 Year (Standard)

GEcurrent
A GE COMPANY

1 Year (Standard)

5 Year (Standard)

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PRELIMINARY, NOT FOR CONSTRUCTION NOR RECORDING

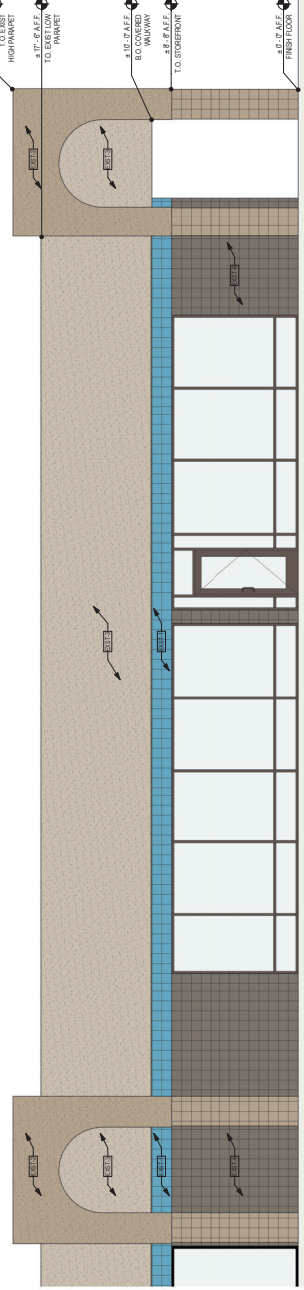
DRAWN: JOC
DATE: 10 DEC 2021
PROJECT: 21125.00

SOUTH COLORED ELEVATIONS

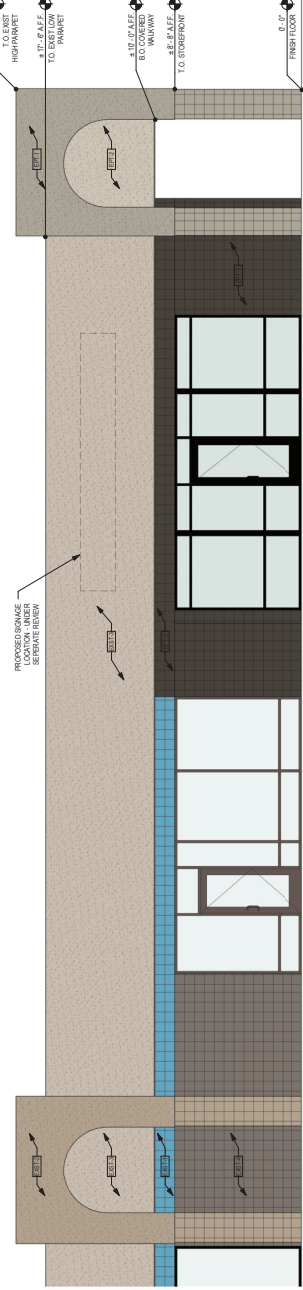
A3

EXISTING EXTERIOR FINISH MATERIALS	
EXIST 1	ACRYLIC BLOCK COLOR EXACT COLOR IS UNKNOWN - SAMPLE B COLOR MATCH
EXIST 2	HAN TOWER STUCCO AND BLOCK COLOR EXACT COLOR IS UNKNOWN - SAMPLE B COLOR MATCH
EXIST 3	UPPER STUCCO COLOR EXACT COLOR IS UNKNOWN - SAMPLE B COLOR MATCH
EXIST 4	LOWER BLOCK COLOR EXACT COLOR IS UNKNOWN - SAMPLE B COLOR MATCH

PROPOSED EXTERIOR FINISH MATERIALS	
FC-1	FIBER CEMENT PANEL, DARK MANUFACTURER: INCHRA REBUILDERS PRODUCT: VINTAGE WOODWAY 8'10" W/VALVE AS WP 303 FOR NON-TYPICAL PROJECTS COLOR: BARK FINISH: 7Y KOSVAL AND 0Y KOSVAL SIZE: 48" X 96" X 1/2" NOTES: USE OF MANUFACTURED CORNERS AND MANUFACTURED TESSONATIC PLAINING SYSTEM
RC-1	ROOF COPING MANUFACTURER: PETERSEN ALUMINUM / PAC CLAD PRODUCT: PAC CONTINUOUS COLOR: METEORIC BLACK STEEL / BLACK ALUMINUM FINISH: METEORIC BLACK STEEL / BLACK ALUMINUM
EPT-1	UPPER STUCCO AND BLOCK MANUFACTURER: HAN TOWER PRODUCT: HAN TOWER STUCCO AND BLOCK COLOR: METEORIC BLACK STEEL / BLACK ALUMINUM FINISH: METEORIC BLACK STEEL / BLACK ALUMINUM
EPT-2	UPPER STUCCO COLOR MANUFACTURER: BERNINI WALLS PRODUCT: METALIZED OPTIC SEMI-GLOSS COLOR: METALIZED OPTIC SEMI-GLOSS FINISH: SEMI-GLOSS
EPT-3	LOWER BLOCK COLOR MANUFACTURER: BERNINI WALLS PRODUCT: METALIZED OPTIC SEMI-GLOSS COLOR: METALIZED OPTIC SEMI-GLOSS FINISH: SEMI-GLOSS



1 EXST SOUTH COLORED ELEVATION
SCALE: 1/4" = 1'-0"

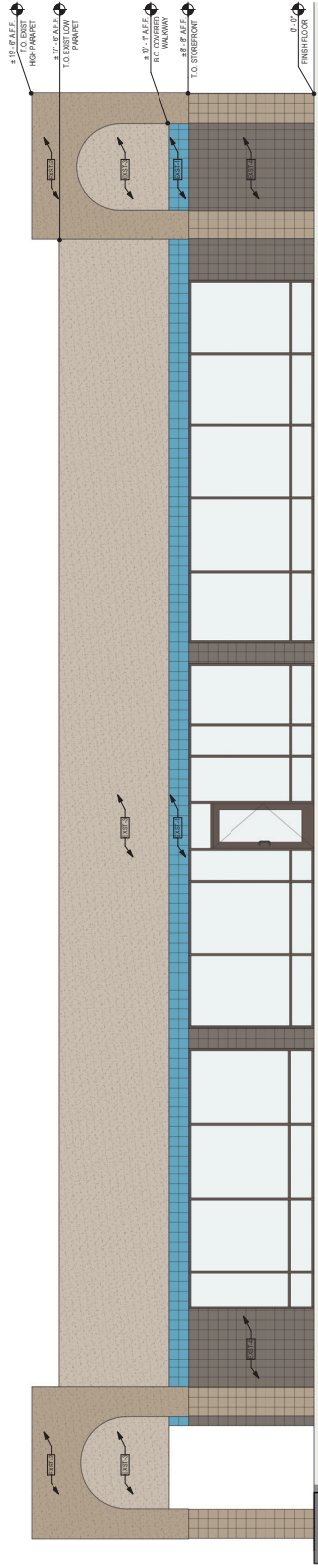


2 PROPOSED SOUTH COLORED ELEVATION
SCALE: 1/4" = 1'-0"

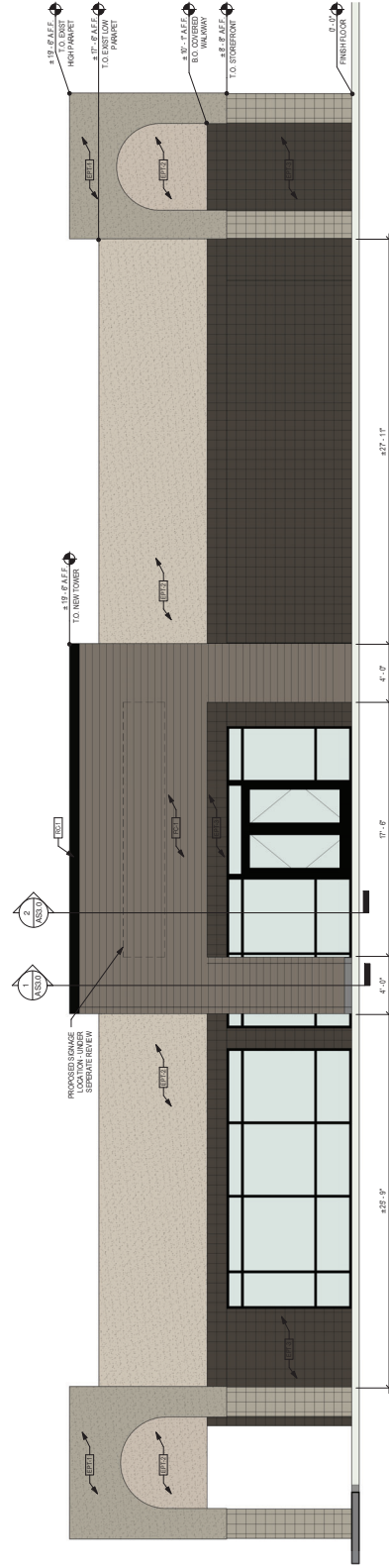
THIS DRAWING IS PROVIDED AS A REFERENCE FROM MANAGEMENT AND COMPLETION OF SERVICES BY APM, INC. AND/OR ITS CONSULTANT AND IS NOT TO BE USED FOR CONSTRUCTION OR RECORDING. THE CONSULTANT AND/OR APM, INC. SHALL BE HELD RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE CONSULTANT AND/OR APM, INC. SHALL BE HELD RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE CONSULTANT AND/OR APM, INC. SHALL BE HELD RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE CONSULTANT AND/OR APM, INC. SHALL BE HELD RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

EXISTING EXTERIOR FINISH MATERIALS	
EXIST 1	ACCENT BLOCK COLOR EXACT COLOR IS UNKNOWN - SAMPLE B COLOR MATCH
EXIST 2	MAIN TOWER STUCCO AND BLOCK COLOR EXACT COLOR IS UNKNOWN - SAMPLE B COLOR MATCH
EXIST 3	UPPER STUCCO COLOR EXACT COLOR IS UNKNOWN - SAMPLE B COLOR MATCH
EXIST 4	LOWER BLOCK COLOR EXACT COLOR IS UNKNOWN - SAMPLE B COLOR MATCH

PROPOSED EXTERIOR FINISH MATERIALS	
FC-1	FIBER CEMENT PANEL, DARK MANUFACTURER: INTERTEC PRODUCT: INTERTEC WOODWAY 819 (AVAILABLE AS SWP 303F FOR NON-TYPICAL PROJECTS) COLOR: DARK FINISH: 7Y12 (SANDY SAND) / 7Y13 (SANDY SAND) NOTES: FINISHES OF PANEL FACED CORNERS AND MANUFACTURER'S ESSENTIAL PLAINNESS SYSTEM
RC-1	ROOF COPING MANUFACTURER: PETERSEN ALUMINUM / PVC CLAD PRODUCT: PAC-CONTINUOUS COLOR: METALLIC BLACK STEEL / BLACK ALUMINUM FINISH: METALLIC BLACK STEEL / BLACK ALUMINUM
EPT-1	UPPER STUCCO AND BLOCK MANUFACTURER: METALTEC PRODUCT: METALTEC ACRYLIC SEMI-GLOSS COLOR: SW 945 INTELLECTUAL GRAY FINISH: SEMI-GLOSS
EPT-2	UPPER STUCCO COLOR MANUFACTURER: BERNINI WALLS PRODUCT: METALTEC ACRYLIC SEMI-GLOSS COLOR: SW 7038 ACCESSIBLE BEIGE FINISH: SEMI-GLOSS
EPT-3	LOWER BLOCK COLOR MANUFACTURER: BERNINI WALLS PRODUCT: METALTEC ACRYLIC SEMI-GLOSS COLOR: SW 7038 ACCESSIBLE BEIGE FINISH: SEMI-GLOSS



1 EXIST EAST COLORED ELEVATION
SCALE: 1/4" = 1'-0"



2 PROPOSED EAST COLORED ELEVATION
SCALE: 1/4" = 1'-0"

PRELIMINARY, NOT FOR CONSTRUCTION NOR RECORDING

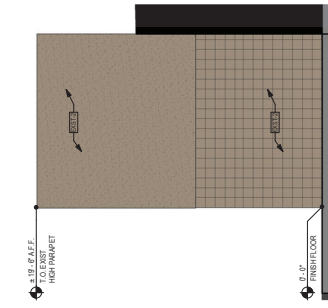
DRAWN: JCS
DATE: 10 DEC 2021
PROJECT: 21125.00

EAST COLORED ELEVATIONS

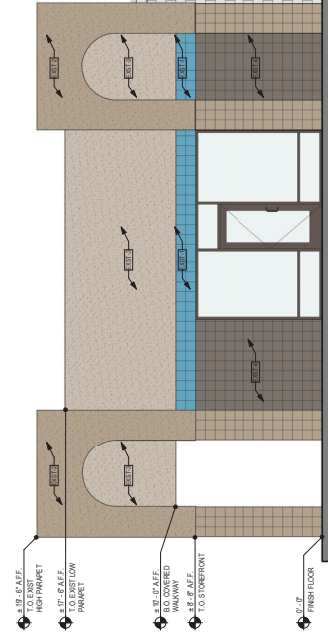
THIS DRAWING IS PROVIDED AS A REFERENCE ONLY. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE ARCHITECT ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS. THE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE ARCHITECT ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS.

EXISTING EXTERIOR FINISH MATERIALS	
EXIST-1	ACRYLIC BLOCK COLOR
EXIST-2	EXACT COLOR IS UNKNOWN - SAMPLE IS COLOR MATCH
EXIST-3	UPPER STUCCO COLOR
EXIST-4	LOWER BLOCK COLOR

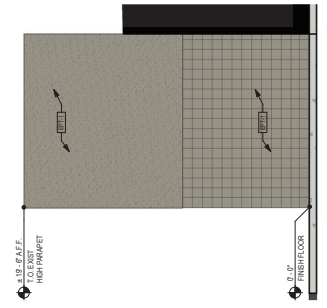
PROPOSED EXTERIOR FINISH MATERIALS	
FC-1	FINISH EVENT PANEL, DARK MANUFACTURER: NICHIA FIBERGLASS PRODUCT: VITRAGE WOOD GRAY '813 AVAILABLE AS SWP FOR NON-TYPICAL PROJECTS COLOR: DARK SIZE: 12" X 24" X 1/4" (MIN) AND 1/4" (MIN) X 24" X 1/4" (MIN) NOTES: FINISH EVENT PANELS TO BE USED FOR ALL EXTERIOR WALLS AND MANUFACTURER'S ESSENTIAL FLASHERS SYSTEM
RC-1	ROOF COPING MANUFACTURER: PETERSEN ALUMINUM / PVC CLAD PRODUCT: PAC CONTINUOUS COLOR: WHITE BLACK STEEL / BLACK ALUMINUM NOTES: FINISH EVENT PANELS TO BE USED FOR ALL EXTERIOR WALLS AND MANUFACTURER'S ESSENTIAL FLASHERS SYSTEM
EPT-1	UPPER STUCCO COLOR MANUFACTURER: BERNINI WALLS PRODUCT: METALIZED ACRYLIC SEMI-GLOSS COLOR: SW 709 ACCESSIBLE BEIGE FINISH: SEMI-GLOSS
EPT-2	LOWER BLOCK COLOR MANUFACTURER: BERNINI WALLS PRODUCT: METALIZED ACRYLIC SEMI-GLOSS COLOR: SW 709 ACCESSIBLE BEIGE FINISH: SEMI-GLOSS



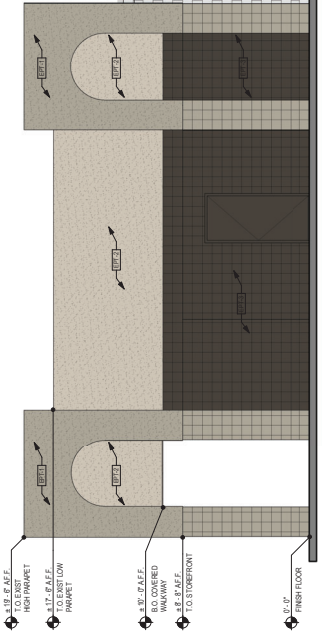
3 EXIST WEST COLORED ELEVATION
SCALE: 1/4" = 1'-0"



1 EXIST NORTH COLORED ELEVATION
SCALE: 1/4" = 1'-0"



4 PROPOSED WEST COLORED ELEVATION
SCALE: 1/4" = 1'-0"



2 PROPOSED NORTH COLORED ELEVATION
SCALE: 1/4" = 1'-0"

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EXTERIOR SIGN LEGEND - ALLOWED

Elevation	Sign No.	Sign Type	Description	Sq.Ft.
	E.1	TENANT PANELS	Pylon Tenant Panel w/ Blue Plex Face and Vinyl	
	E.2	TENANT PANELS	Pylon Tenant Panel w/ Blue Plex Face and Vinyl	
East	E.3	LJF-WBO-30	30" White Channel Letters and Logo	57.6
South	E.4	LJF-WBO-30	30" White Channel Letters and Logo	57.6
	E.5	TC-P-ADA-MM-V-RE	Post Mount Handicap Stall Sign - Van Accessible	
	E.6	TC-P-ADA-MM-RE	Post Mount Handicap Stall Sign	
	E.7	HB-U-R	Headache Bar - Right	
	E.8	CAN-ATM-SIG-OCT	ATM Signature Canopy w/ Octagon	
	E.9	TC-P-STOP-DNE-DOT-RE	Post Mount Do Not Enter Sign - DOT Standard - STOP Sign	
Total Proposed Sq Ft				115.2



SITE PLAN SCALE: 1/64" = 1'-0"



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 signitech.com



JP Morgan Chase Bank
#C60019110610

US Rte 66 and Coors Blvd NW
 111 Coors Blvd NW
 Albuquerque, NM 87121

Initial Date: 10/20/21
 Salesperson: Arthur Navarro
 Coordinator: Lorena P Leon
 Designer: ASienta
 Scale: As noted

CUSTOMER APPROVAL

Customer Signature _____ Date _____

COPY, COLORS & SIZES

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Customer Signature _____ Date _____
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Drawing Number: 21-01717

Project ID: CHASE_C60019110610_1

Revision: R5 - 11.04.21

Sign Legend / Site Plan

DRG Page 2

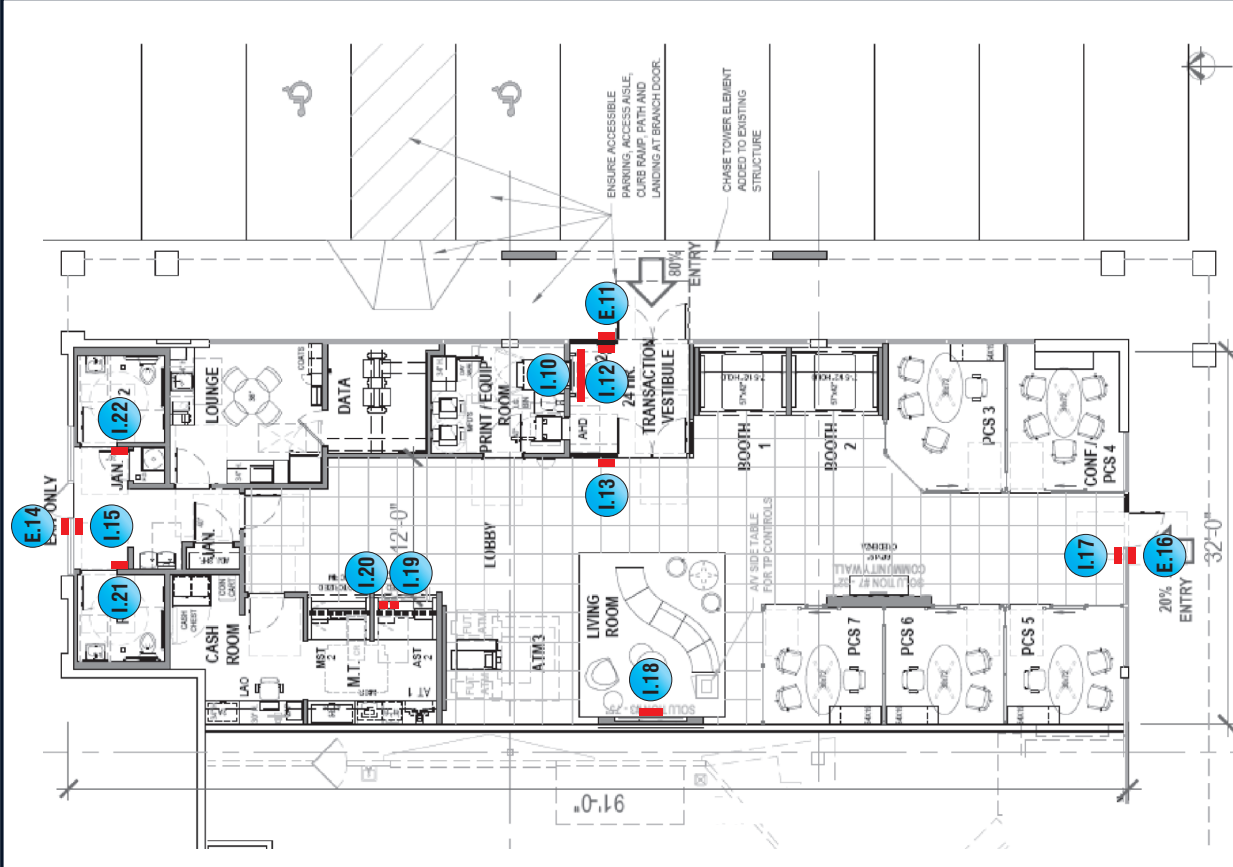
Page:

INTERIOR SIGN LEGEND

Elevation	Sign No.	Sign Type	Description	Sq.Ft.
	I.10	SUR-TTW-U-4-TP	Universal Thin-Profile ATM Surround	
	E.11	ADA-EP	ADA Accessible Entrance Plaque	
	I.12	ADA-EX	ADA Exit Plaque	
	I.13	ADA-EX	ADA Exit Plaque	
	E.14	ADA-EO	ADA Exit Only Plaque	
	I.15	ADA-EEX	ADA Emergency Exit Plaque	
	E.16	ADA-EP-NA-R	ADA Non-Accessible Entrance Plaque - Right	
	I.17	ADA-EX	ADA Exit Plaque	
	I.18	OCT-24-IN	Illuminated Blue Bitro Interior Octagon	
	I.19	ADA-TW	ADA Accessible Teller Window Plaque	
	I.20	ADA-TW-ALS	ADA Accessible Listening System Plaque	
	I.21	ADA-RRAG-A-G	ADA Accessible All-Gender Restroom Plaque	
	I.22	ADA-RRAG-A-G	ADA Accessible All-Gender Restroom Plaque	

DESIGN STANDARDS
20.4

HARDNESS ZONE	7A
OVERHEAD DOOR ACCEPTABLE *	
*HARDNESS ZONES >= 7A	



FLOOR PLAN SCALE: 3/32" = 1'-0"

DATE	DESIGNER
08/18/2021	WP



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 Revision: R5 - 11.04.21

Sign Legend / Floor Plan

SIGNAGE OVERVIEW



SIDE B

58" VO

12 3/4" VO



EXISTING CONDITION

SCALE: 1/4" = 1'-0"



SIDE B

58" VO

12 3/4" VO



PROPOSED CONDITION

SCALE: 1/4" = 1'-0"

E.1 E.2 SIGN TYPE TENANT PANEL

MANUFACTURE AND INSTALL TWO (2) REPLACEMENT TENANT PANELS FOR INTERNALLY ILLUMINATED D/F MONUMENT SIGN



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INTERNATIONAL COMMERCIAL SIGNAGE ASSOCIATION

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Customer Signature _____ Date _____

COPY COLORS & SIZES

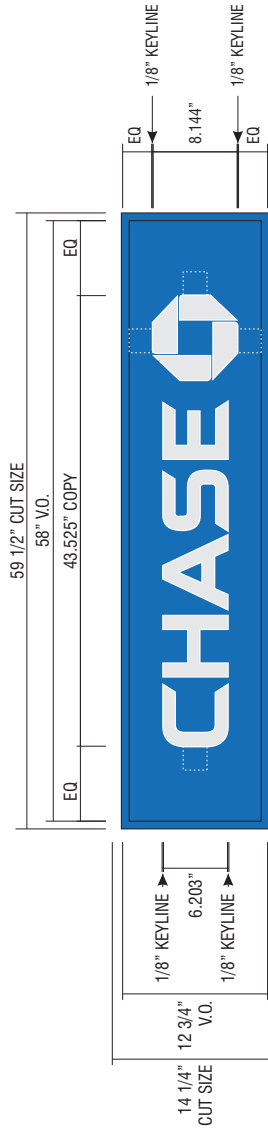
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Project ID: CHASE_C60019110610_1

Revision: R5 - 11.04.21



SCALE: 1" = 1'-0"

E.1 **E.2** SIGN TYPE CHA-RF-PL-14X59

MANUFACTURE AND INSTALL TWO (2) NEW FACES FOR EXISTING D/F PYLON

FACE: NEW 3/16" THICK CLEAR PLEX

BACKGROUND: TO BE SECOND SURFACE CHASE INTENSE BLUE # 3630-127 VINYL.

WITH "CHASE" AND LOGO WEDED OUT THEN BACKED UP WITH 3M ENVISION #3635-70

WHITE DIFFUSER VINYL (WILL ILLUMINATE)

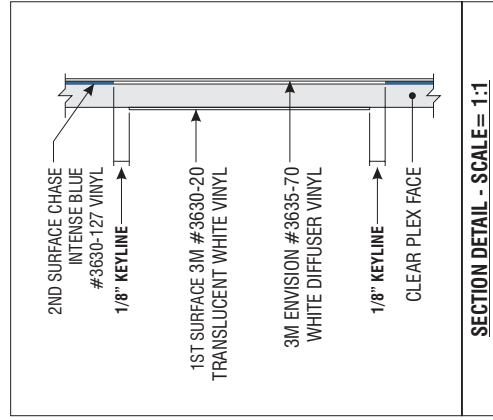
"CHASE" COPY: FIRST SURFACE 3M #3630-20 TRANSLUCENT WHITE VINYL WITH

KEYLINE TO CLEAR AROUND COPY. (WILL ILLUMINATE)

OCTAGON LOGO: FIRST SURFACE 3M #3630-20 TRANSLUCENT WHITE VINYL WITH

KEYLINE TO CLEAR AROUND LOGO. (WILL ILLUMINATE)

*** VERIFY THAT ALL ELECTRICAL ILLUMINATION COMPONENTS ARE IN WORKING ORDER, OR IF NECESSARY, REQUIRE REPLACEMENT ***



KEYLINE SIZE CHART	
LETTER HEIGHT	KEYLINE
12" & SMALLER	1/8"
HIGHER THAN 12"	3/16"



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Designer: ASerna

Scale: As noted

CUSTOMER APPROVAL

Customer Signature _____ Date _____

COPY COLORS & SIZES

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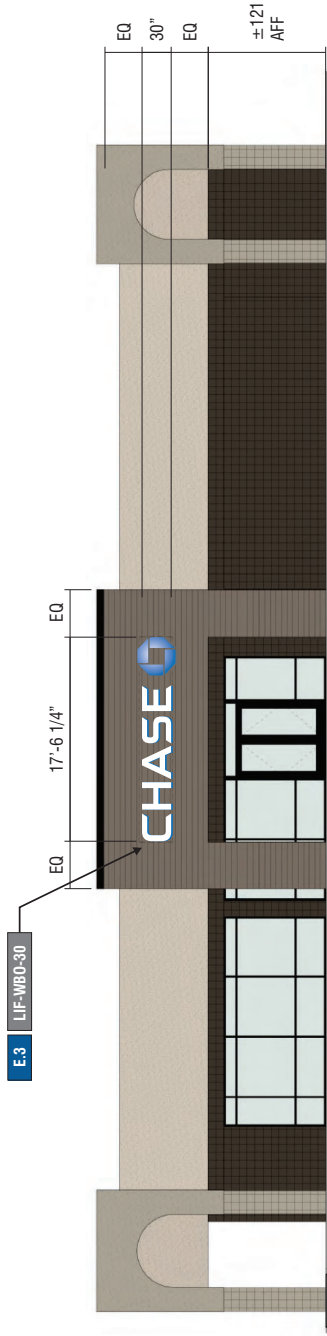
Customer Signature _____ Date _____
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Drawing Number: 21-01717

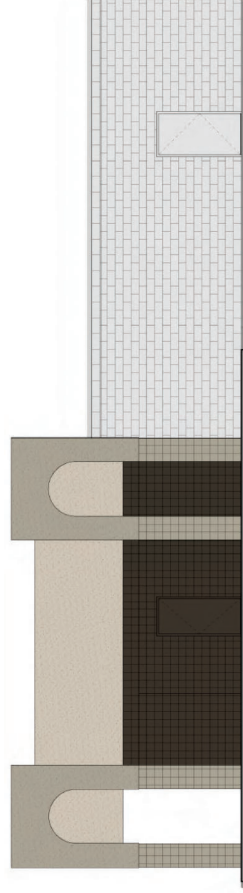
Project ID: CHASE_C60019110610_1

Revision: R5 - 11.04.21

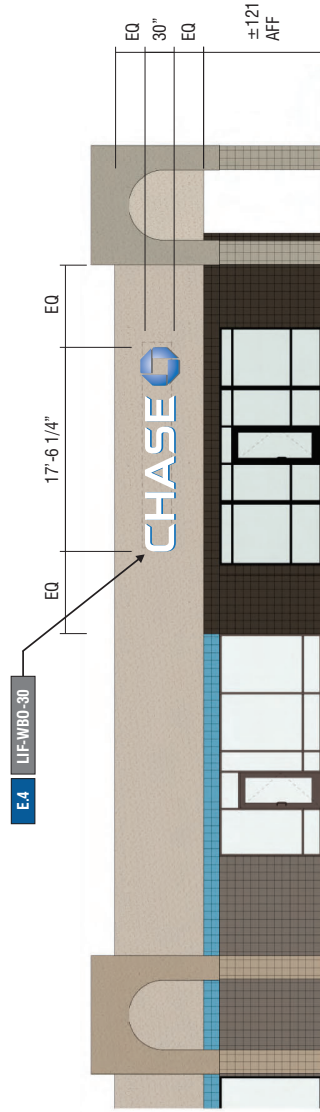
SIGNAGE OVERVIEW - ALLOWED



EAST ELEVATION SCALE: 3/32" = 1'-0"



NORTH ELEVATION SCALE: 3/32" = 1'-0"



SOUTH ELEVATION SCALE: 3/32" = 1'-0"



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Revision: R5 - 11.04.21

Exterior Elevations

17'-6 1/4"

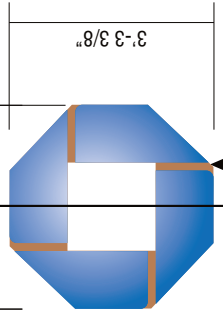
13'-5 1/8"

10 1/4"

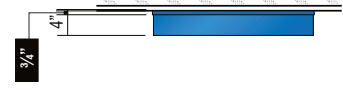
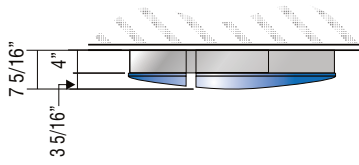
3'-3 3/8"



CHASE



3'-3 3/8"



FRONT VIEW SCALE : 1/2" = 1'-0"

BRIDGE TO BE PAINTED TO MATCH WALL COLOR

ENDVIEW OF LETTER SCALE : 1/2" = 1'-0"

ENDVIEW OF LOGO SCALE : 1/2" = 1'-0"

E.3 E.4

SIGN TYPE LIF-WB0-30

MANUFACTURE AND INSTALL TWO (2) SETS OF INTERNALLY-ILLUMINATED CHANNEL LETTERS

LETTERS:

FACE: 177" ARISTECH #7328 P-95 WHITE PLEX (MATTE SIDE TO BE 1ST SURFACE) CHEM WELDED TO RETURNS
RETURNS: 0.118" x 4" DEEP ARISTECH #6046 BLUE WITH 3635-70 DIFFUSER VINYL ON 2ND (INTERIOR) SURFACE.
BACKS: .080" ALUM BACK WITH 3/4" x .080" OUTSIDE ALUM RETURN AND 1/2" x 1/8" ALUM ANGLE CLIPS
ON INTERIOR OF LETTER FOR FACE ATTACHMENT
PAINT: EXTERIOR PAINTED MATTHEWS MP-00366 CHASE BLUE SEMI-GLOSS FINISH (60-70 UNITS) AND INTERIOR
PAINTED SPRAY-LAT STAR BRITTE WHITE LIGHT ENHANCEMENT PAINT.
ILLUMINATION: SLOAN PRISM 7100K #701269-7WS.H1-MB WHITE LEDs AND SLOAN POWER SUPPLY
REQUIRED FOR PROPER EVEN ILLUMINATION.

LOGO:

BACKS: .080" ALUM BACK WITH STACK WELDED 4" x .080" ALUM RETURNS.
LOGO CAN FACE: .080" ALUM BRIDGE ELEMENTS WELDED TO INSIDE & OUTSIDE RETURNS
PLEX FACE: .118" THERMO FORMED ARISTECH #6046 BLUE LOGO ELEMENTS CHEM WELDED TO
3/4" CLEAR PLEX 2ND SURFACE FACES.
PAINT: EXTERIOR PAINT MATTHEWS "CHASE NICKEL" #MP-19891 GLOSS FINISH AND INTERIOR PAINTED
SPRAY-LAT STAR BRITTE WHITE LIGHT ENHANCEMENT PAINT.
ILLUMINATION: SLOAN PRISM #701269-BLSJ1-MB BLUE LEDs AND SLOAN POWER SUPPLY AS
REQUIRED FOR PROPER EVEN ILLUMINATION

ELECTRICAL REQUIREMENTS FOR LED ILLUMINATION
As required by standard #2161, Sigttech Electrical Advertising, Inc., exclusively uses secondary Ground fault-interrupted (GFI) transformers.
Each Sign MUST have:
- A dedicated branch circuit
- Three wires: Line, Ground, and Neutral.
- Wire Size: Min 12 GA THHN Copper Wire.
NOTE: The gauge of the wire is dictated by the length of the run & amperage as per NEC Article 600.
- The ground wire must be continuous & go from the sign to the panelboard ground bus.



3D VIEW OF OCTAGON



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JP Morgan Chase Bank
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Albuquerque, NM 87121

Initial Date: 10/20/21
Salesperson: Arthur Navarro
Coordinator: Lorena P Leon
Designer: ASena
Scale: As noted

CUSTOMER APPROVAL

Customer Signature Date
COPY COLORS & SIZES

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Customer Signature Date
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**ATTACHMENT METHOD TO BE VERIFIED BY INSTALLER
AT THE FIELD DEPENDING ON WALL TYPE AND ACCESS.**



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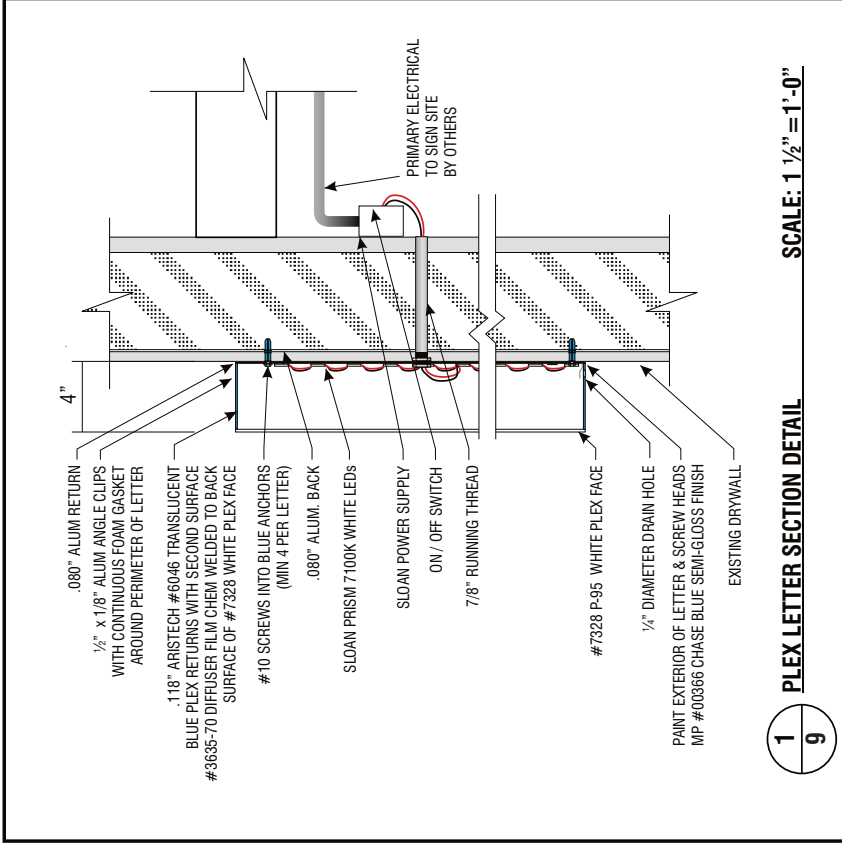
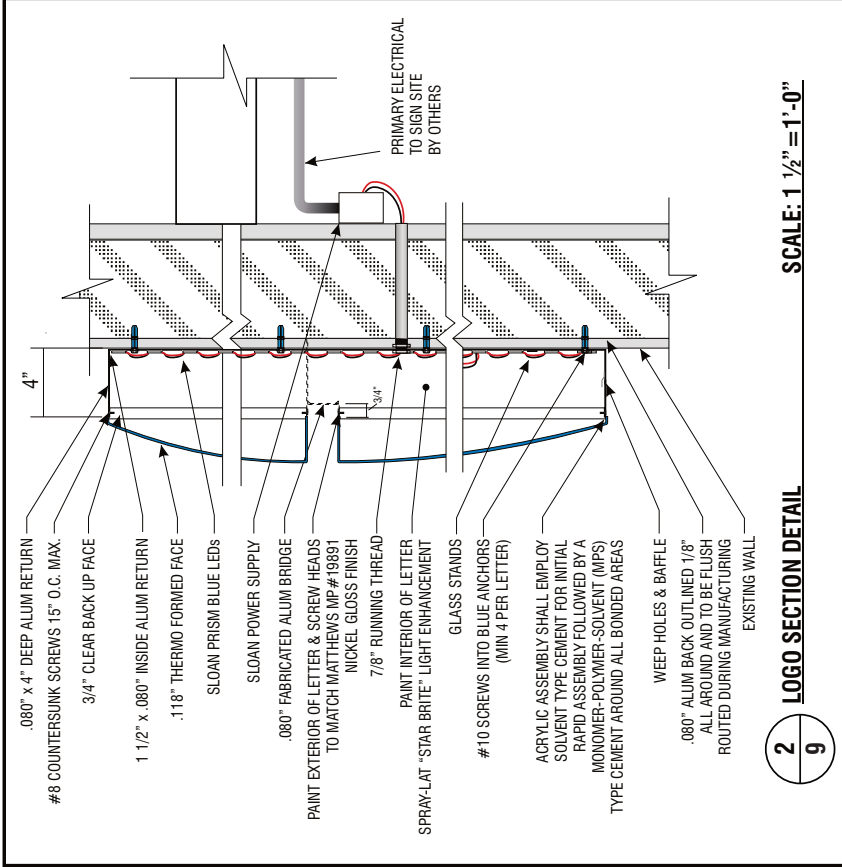
CUSTOMER APPROVAL
Customer Signature _____ Date _____
COPY COLORS & SIZES

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Customer Signature _____ Date _____
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Page: **DRG Page 9**





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COPY, COLORS & SIZES

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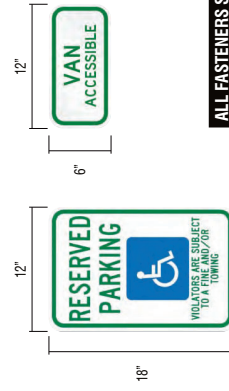
Revision: R5 - 11.04.21

E.5

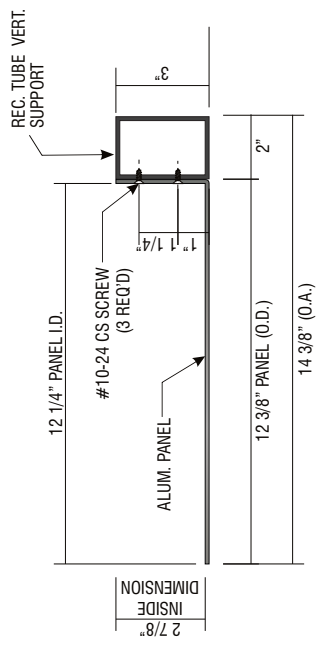
SIGN TYPE TC-P-ADA-NM-V-RE

MANUFACTURE AND INSTALL ONE (1) N-POLE MOUNTED PARKING SIGN

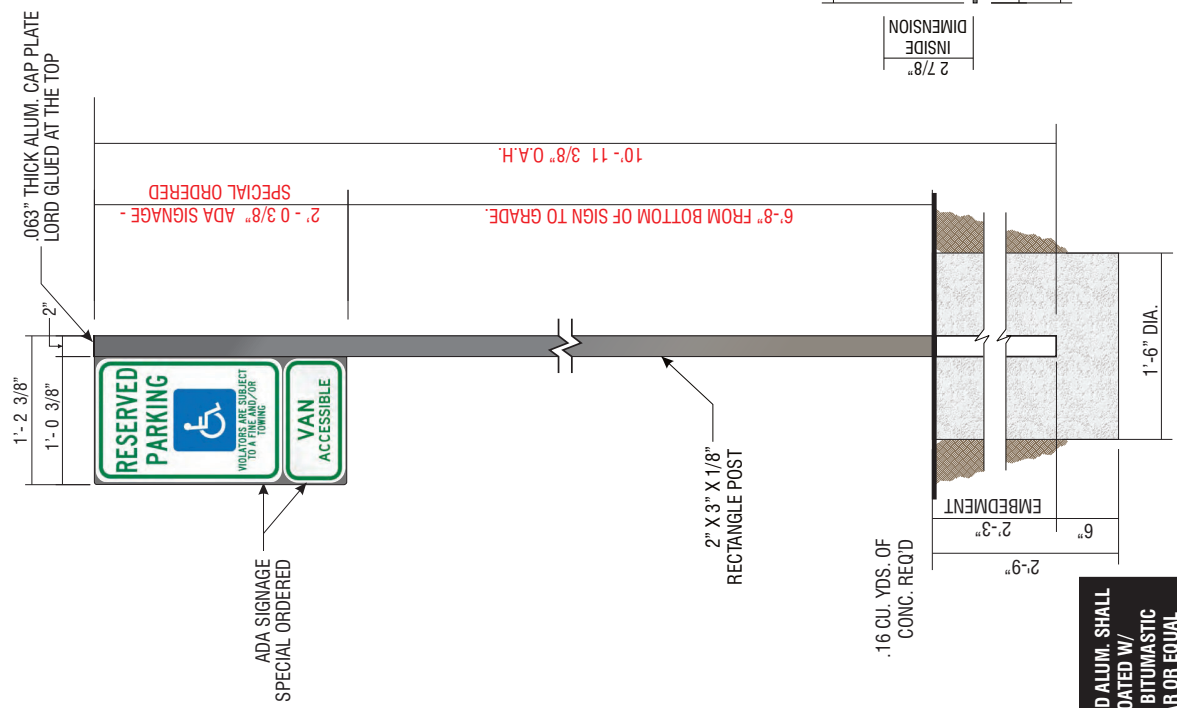
- .125" BRAKE FORMED ALUMINUM SIGN FACE. PAINT FINISH ALL EXPOSED SURFACES DARK NICKEL MATTHEWS MP #18248, GLOSS FINISH (85-90 UNITS). FORM AS SHOWN.
- SIGN FACE TO BE ORDERED BY "COMPLIANCE SIGNS" 800.578.1245 FACE TO BE LORDS GLUE TO .125" BRAKE FORM ALUM. SIGN FACE
- 2" X 3" X 1/8" X 10'-11 3/8" LONG EXTRUDED ALUM. TRIANGULAR POST W/ .063" THICK ALUM. CAP PLATE @ TOP. PAINT FINISH ALL EXPOSED SURFACES TO MATCH DARK NICKEL MATTHEWS MP #18248, GLOSS FINISH (60-70 UNITS). SET SUPPORT INTO CONCRETE FOUNDATION. NO DIRECT EARTH BURIAL ALLOWED.



ALL FASTENERS SHALL BE STAINLESS STEEL OR OTHERWISE COATED TO PREVENT CORROSION.



A HORIZONTAL SECTION
SCALE: 3" = 1'-0"



FRONT VIEW
SCALE: 1" = 1'-0"

ALL EMBEDDED ALUM. SHALL TO BE COATED W/ CARBOLINE BITUMASTIC 50 COAL TAR OR EQUAL PRIOR TO INSTALLATION



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CUSTOMER APPROVAL

Customer Signature _____ Date _____
COPY COLORS & SIZES

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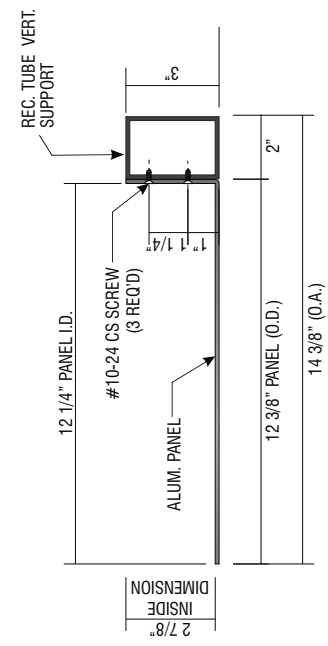
E.6
SIGN TYPE TC-P-ADA-NM-RE

MANUFACTURE AND INSTALL ONE (1) N-1 POLE MOUNTED PARKING SIGN

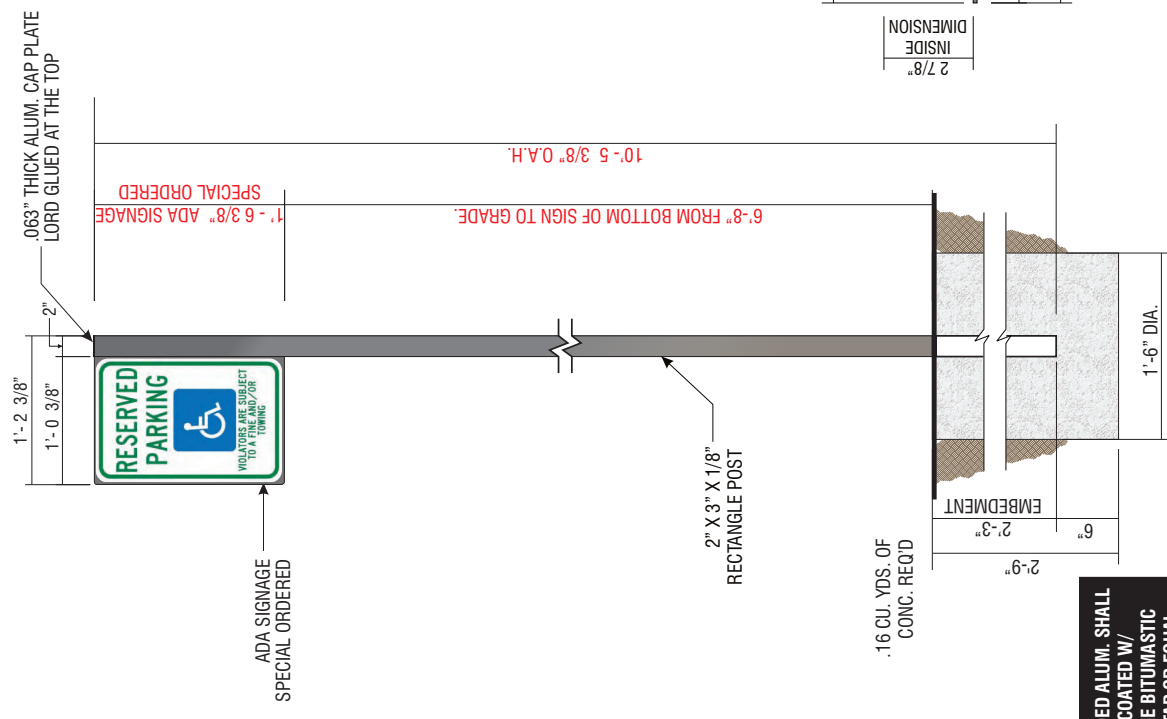
- .125" BRAKE FORMED ALUMINUM SIGN FACE. PAINT FINISH ALL EXPOSED SURFACES DARK NICKEL MATTHEWS MP #18248, GLOSS FINISH (85-90 UNITS). FORM AS SHOWN.
- SIGN FACE TO BE ORDERED BY "COMPLIANCE SIGNS" 800.578.1245 FACE TO BE LORDS GLUE TO .125" BRAKE FORM ALUM. SIGN FACE
- 2" X 3" X 1/8" X 10'-5 3/8" LONG EXTRUDED ALUM. TRIANGULAR POST W/ .063" THICK ALUM. CAP PLATE @ TOP. PAINT FINISH ALL EXPOSED SURFACES TO MATCH DARK NICKEL MATTHEWS MP #18248, GLOSS FINISH (60-70 UNITS). SET SUPPORT INTO CONCRETE FOUNDATION. NO DIRECT EARTH BURIAL ALLOWED.



ALL FASTENERS SHALL BE STAINLESS STEEL OR OTHERWISE COATED TO PREVENT CORROSION.

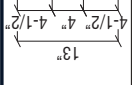


A HORIZONTAL SECTION
SCALE: 3" = 1'-0"



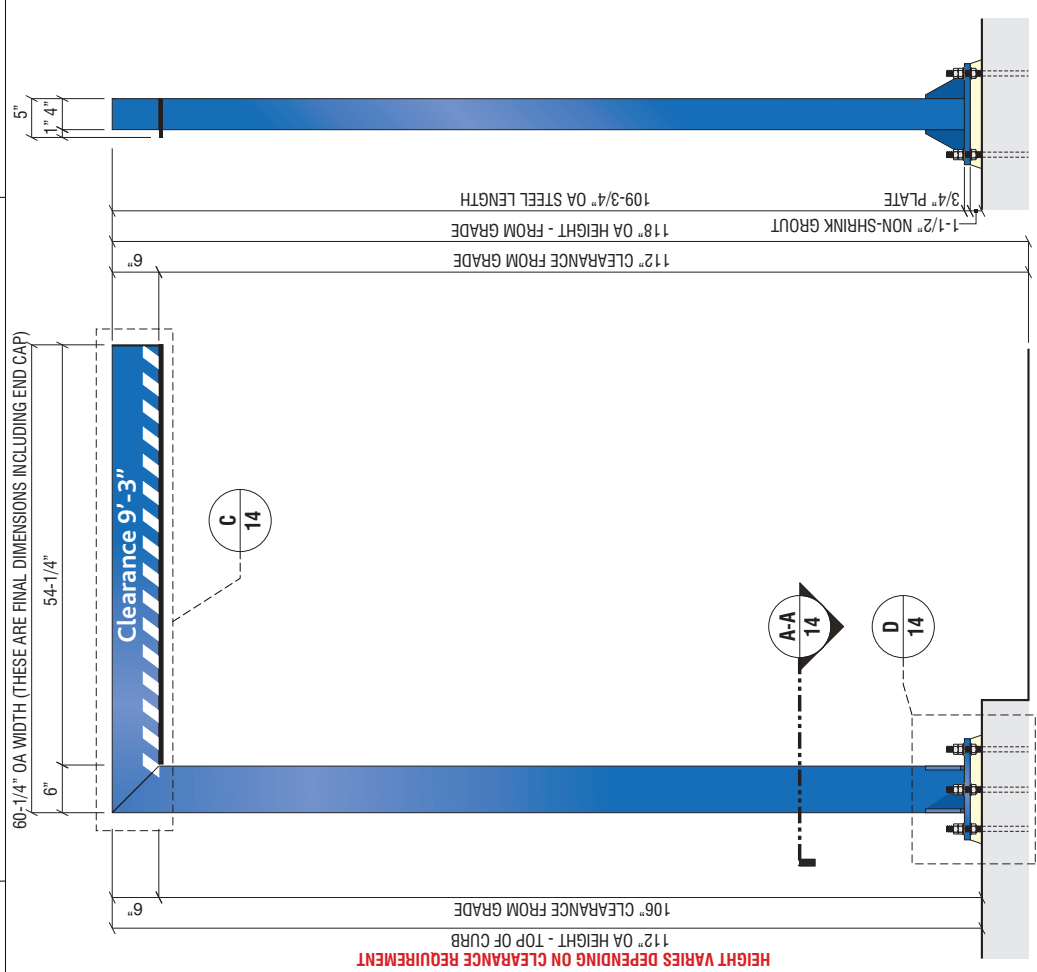
FRONT VIEW
SCALE: 1" = 1'-0"

ALL EMBEDDED ALUM. SHALL TO BE COATED W/ CARBOLINE BITUMASTIC 50 COAL TAR OR EQUAL PRIOR TO INSTALLATION



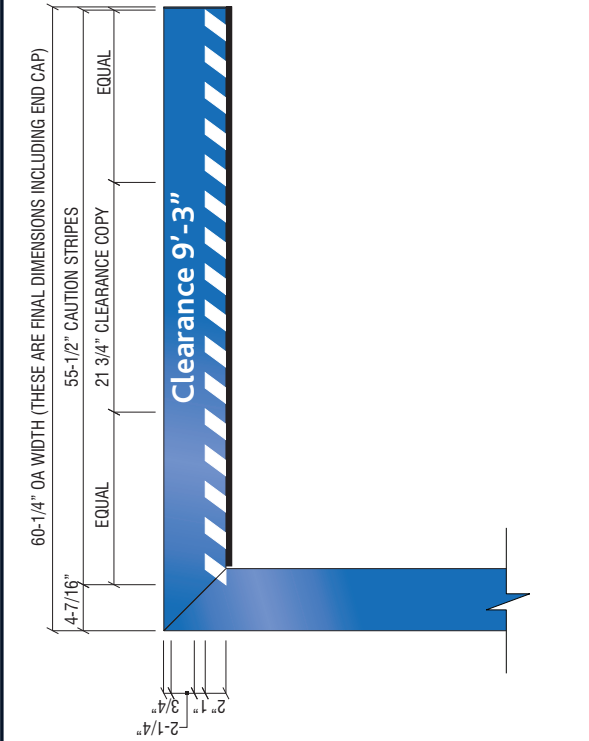
2 TOP ELEVATION

SCALE: 3/4" = 1'-0"



1 ELEVATION

SCALE: 3/4" = 1'-0"



3 VINYL DETAIL

SCALE: 1 = 1'-0"

E.7 SIGN TYPE HB-U-R

CLEARANCE BAR DISPLAY
MANUFACTURE AND INSTALL ONE (1) NON-ILLUMINATED DRIVE UP CLEARANCE BAR(S)

PLATE: 13" x 13" x 3/4" STEEL PLATE WITH 1" DIA. MOUNTING HOLES. SEE DETAIL FOR WELDING AND ANCHORS.

BAR: 4" x 6" x 1/4" STEEL RECTANGLE TUBE MITRED CUT CORNER AND 1/8" END CAP.

RUBBER: HORIZONTAL CLEARANCE BAR TO HAVE 1/2" x 5" x 54-1/4" RUBBER SAFETY BUMPER ATTACHED TO BOTTOM OF BAR.

VINYL: HORIZONTAL CLEARANCE BAR TO HAVE SCOTCHLITE WHITE 680-10 WHITE VINYL.

PAINT: HORIZONTAL, VERTICAL CLEARANCE BARS, BASE PLATE, NUTS AND BOLTS PAINTED CHASE "METALLIC BLUE" MATTHEWS MP-49353, GLOSS FINISH.

VERIFY CLEARANCE HEIGHT PRIOR TO PRODUCTION.
CLEARANCE HEIGHT SHOWN SHOULD BE 1" LOWER
THAN ACTUAL HEIGHT TO BOTTOM OF CANOPY DECK.

SIGN DESCRIPTION, DETAILS & SPECIFICATIONS



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JP Morgan Chase Bank
#C60019110610

US Rte 66 and Coors Blvd NW
 III Coors Blvd NW
 Albuquerque, NM 87121

Initial Date: 10/20/21
 Salesperson: Arthur Navarro
 Coordinator: Lorena P Leon
 Designer: ASena
 Scale: As noted

CUSTOMER APPROVAL

Customer Signature _____ Date _____
 COPY COLORS & SIZES

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Drawing Number: 21-01717
 Project ID: CHASE_C60019110610_1
 Revision: R5 - 11.04.21

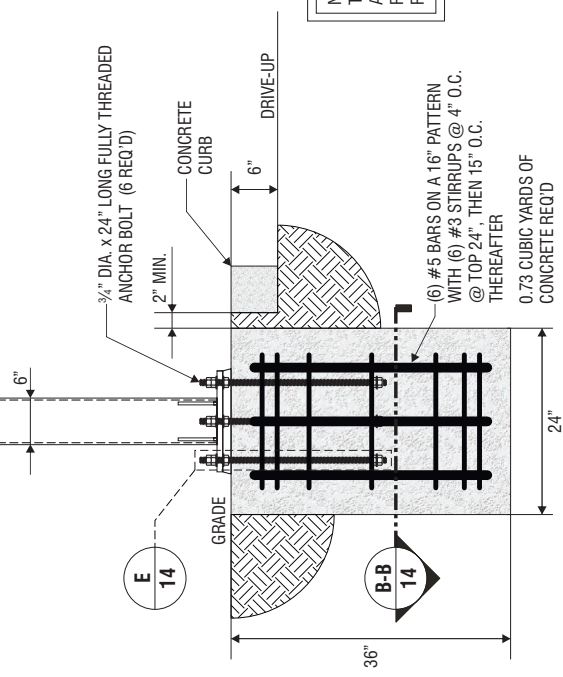
6" x 4" x 1/4" STEEL TUBE
CLEARANCE ARM
1/8" THICK STEEL
CAP PLATE

1/2" x 5" x 54" RUBBER
SAFETY BUMPER
BOLTED TO ARM
McMASTER-CARR #86335K35

ALL STEEL TO BE PRIMED &
PAINTED TO MATCH MATTHEWS
MP-4935S CHASE "METALLIC BLUE"
GLOSS FINISH

~CLEARANCE HEIGHT TO BE VERIFIED
PRIOR TO INSTALLATION
~CLEARANCE HEIGHT TO BE 1" LOWER
THAN BOTTOM OF CANOPY

6" x 4" x 1/4"
STEEL TUBE



NOTE:
THIS DRAWING DEPICTS DETAILS FOR
A NEW FOUNDATION INSTALLATION.
REFER TO DRAWING B244032 FOR
RETROFIT INSTALLATION DETAILS.

NOTES:

- Design is based on guidelines provided by the International Building Code 2006 Edition.
- Foundation is based on a safe lateral soil bearing pressure minimum of 300 psi per foot of depth. Soil report was not furnished. Allowable bearing pressure should be verified prior to placement of concrete. Do not place foundation in fill.
- Concrete shall be mixed to attain a minimum compressive strength of 3000 psi in 28 days.
- Support member shall be free from defects and shall meet ASTM A500 grade B with a minimum yield strength of 46000 psi for tube. Plate and angle shall meet ASTM A36.
- Structural bolts shall be zinc coated A307 unless otherwise noted.
- Anchor bolts shall be cut from A36 round stock. Exposed surfaces shall be galvanized or coated to prevent corrosion.
- All voids between column base plate and foundation surface shall be completely filled with high strength, non-shrink grout.
- Welds shall be made with E70xx electrodes by persons qualified in accordance with AWS standards within the past two years.
- Steel reinforcing bars shall conform to ASTM 615 grade 60 with deformations in accordance with ASTM A-305. Welding of reinforcing bars is prohibited.
- This design is prototypical and should not be used for site specific applications unless deemed suitable by a competent Professional Engineer.



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4 VERTICAL SECTION

SCALE: 3/4" = 1' - 0"



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CUSTOMER APPROVAL

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COPY COLORS & SIZES

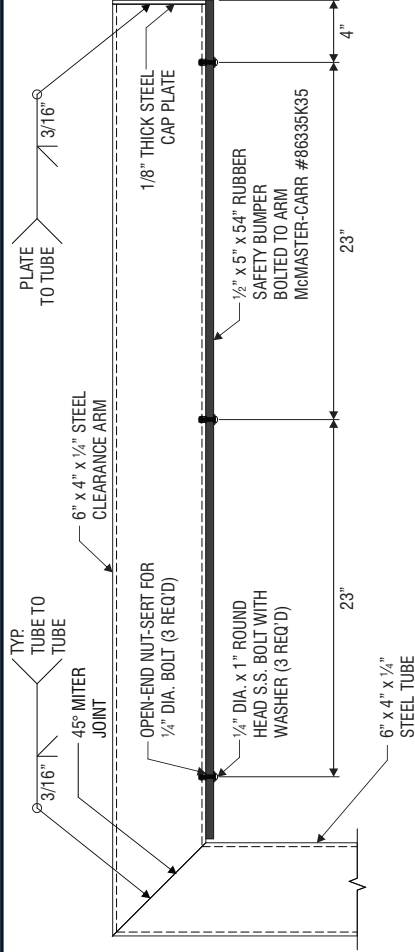
Signtech does NOT provide primary electrical to sign location - **RESPONSIBILITY OF OTHERS!**

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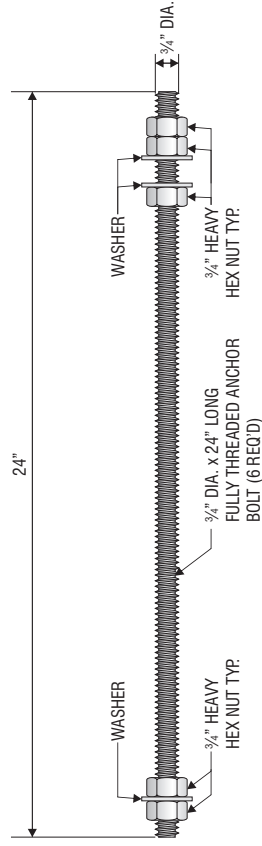
Drawing Number: 21-01717

Project ID: CHASE_C60019110610_1

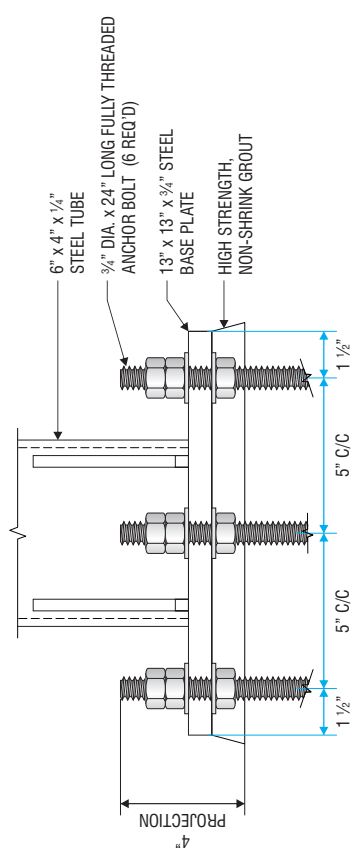
Revision: R5 - 11.04.21



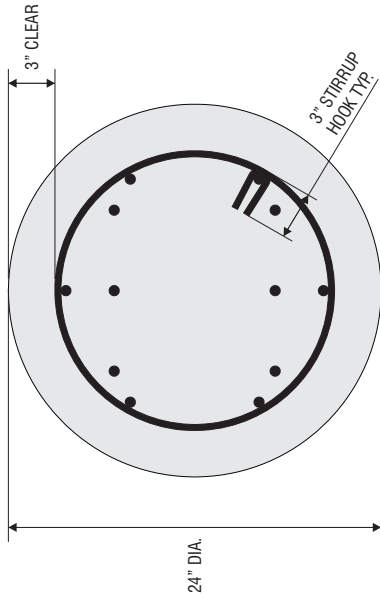
C CLEARANCE ARM DETAIL SCALE: 1 1/2" = 1'-0"



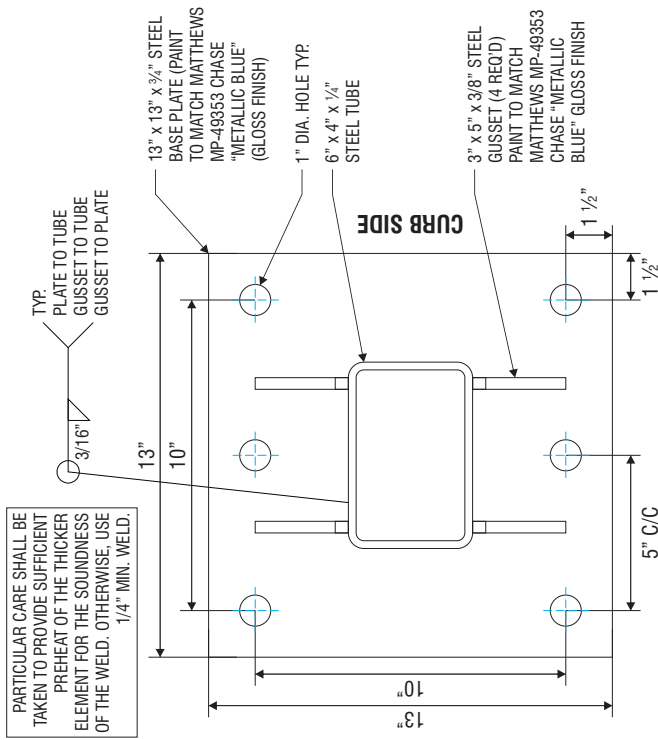
E ANCHOR BOLT DETAIL SCALE: 3" = 1'-0"



D ANCHOR BOLT PROJECTION DETAIL SCALE: 3" = 1'-0"



B-B SECTION THROUGH CAISSON SCALE: 1 1/2" = 1'-0"



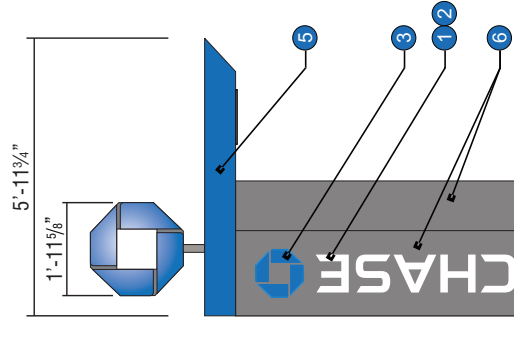
A-A BASE PLATE DETAIL SCALE: 3" = 1'-0"

GRAPHICS DEPICTED ARE FOR ILLUSTRATIVE PURPOSES ONLY USE ONLY APPROVED ARTWORK FOR PRODUCTION.

- White Translucent
3M 3632-20
- White Diffuser
3M 3635-70
- Intense Blue
3M 3632-127
- Translucent Blue
Aristech 6046
Matte Finish
- Chase Metallic Blue
Paint to match MP-49353
Metallic Gloss Finish
- Chase Dark Nickel
Paint to match MP-18248

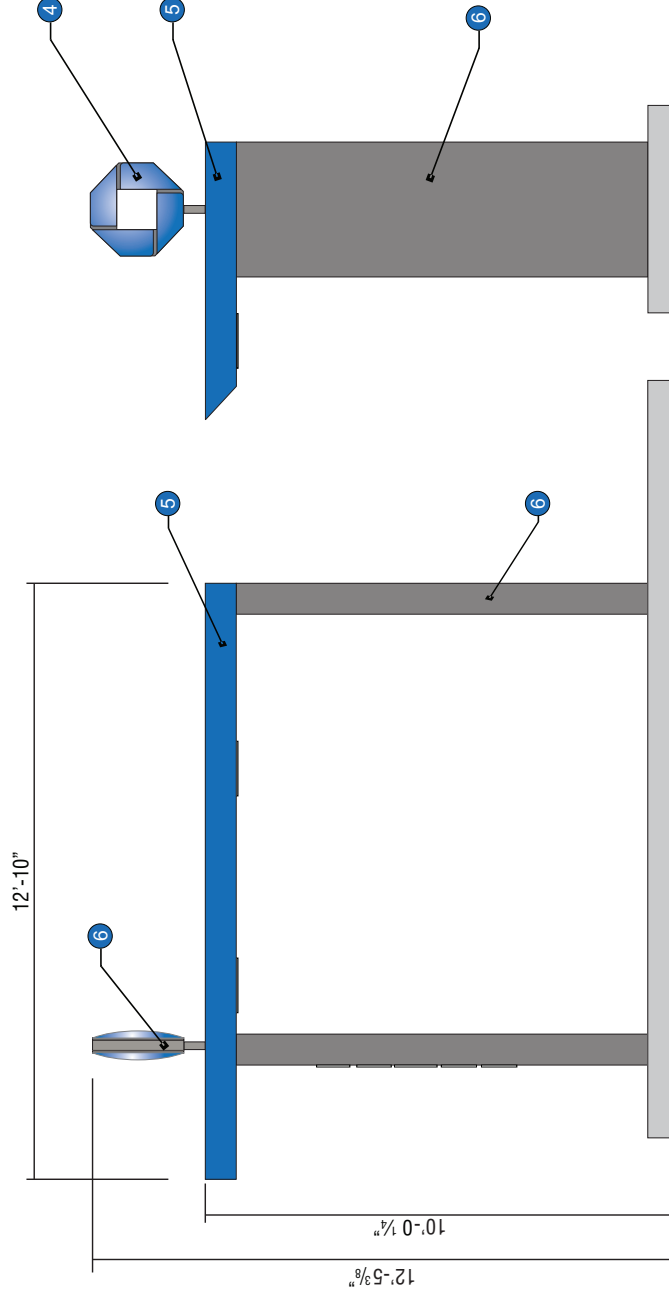
ALL EXPOSED FASTENER HEADS SHALL BE PAINTED TO MATCH THE EXTERIOR CABINET FINISH.

ALL EXPOSED PAINTED SURFACES SHALL BE COATED WITH MATTHEWS #282-208SP VOC GLOSS CLEAR WITH MINIMUM 2 MILS DRY FILM THICKNESS (DFT) PER MATTHEWS APPLICATION SPECIFICATIONS.



APPROACH ELEVATION

SCALE: 3/8" = 1'-0"



FRONT VIEW CAN-ATM

SCALE: 3/8" = 1'-0"

DEPARTURE ELEVATION

SCALE: 3/8" = 1'-0"

E.8 SIGN TYPE CAN-ATM-SIG-OCT

OFF PREMISES

MANUFACTURE AND INSTALL ONE (1) ILLUMINATED SIGNATURE ATM CANOPY W/ OCTAGON



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Coordinator: Lorena P Leon
Designer: Aserna
Scale: As noted

CUSTOMER APPROVAL

Customer Signature _____ Date _____
COPY COLORS & SIZES

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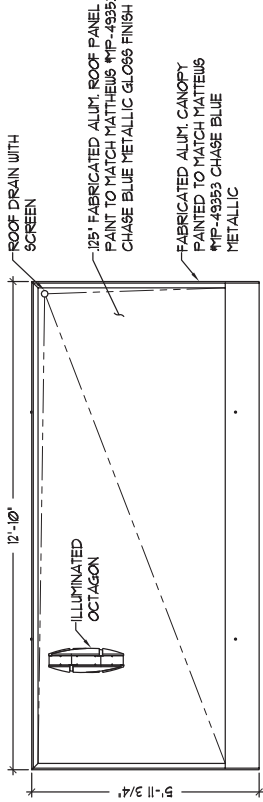
Project ID: CHASE_C60019110610_1

Revision: R5 - 11.04.21

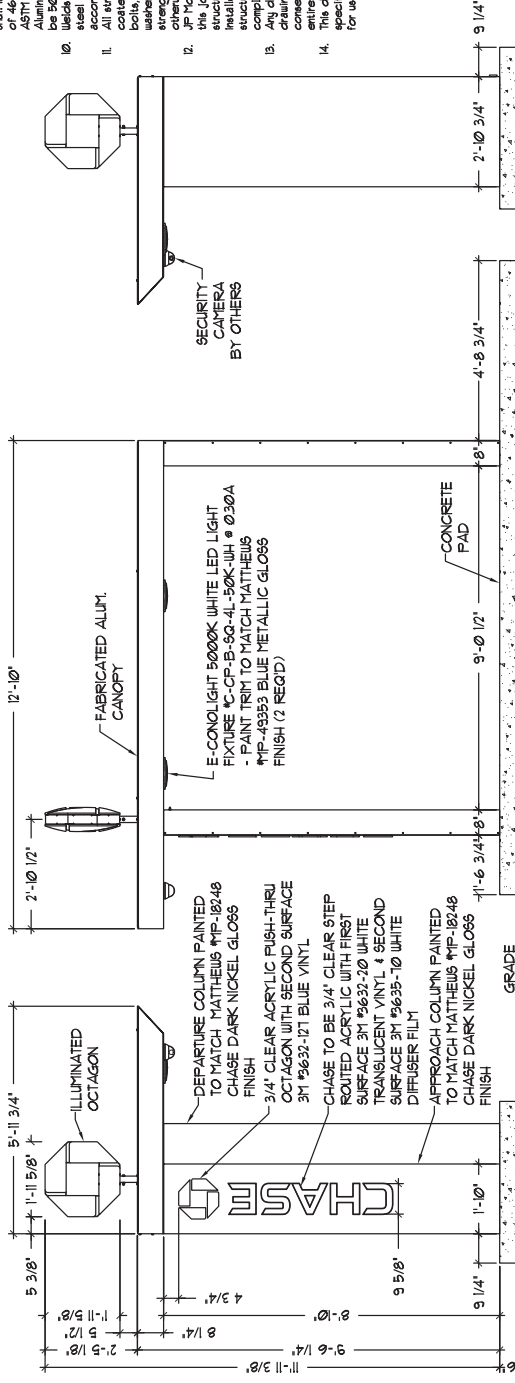
Page: **DRC Page 16**

General Notes:

- Design is based on a 15 mph, 3 second gust, and design per IBC 601.5.1.1. For wind speed over 15 mph, the design spread foundation is based on a prescriptive safe vertical soil bearing pressure minimum of 2,000 psf.
- A soil report was not provided. Foundation analysis assumes Soil Classification 4. Allowable bearing pressure should be verified prior to placement of concrete in the event that stated requirements are not met, and conditions appear deficient. Foundation construction and immediate contact the project manager.
- Foundation shall not be placed at the top of, or on the side of a slope exceeding 3:1, or adjacent to a fill slope unless re-evaluated by a competent Professional Engineer. Do not place foundation in fills to attain a minimum 28 day compressive strength of 3,000 psi.
- Steel reinforcing bars shall conform to ASTM A615, Grade 60 with deformations in accordance with ASTM A305; welding of reinforcing bars is prohibited.
- All voids between column base plate and foundation surface shall be completely filled with high strength, non-shrink grout. All steel reinforcing bars shall be galvanized or coated to prevent corrosion.
- All support members shall be free from defects. Steel tubes shall meet ASTM A500 Grade B with a minimum yield strength of 46,000 psi. Steel angle, channel and plate shall meet ASTM A36. Aluminum shall be 6061-T6 alloy. Aluminum plate shall be 5052-H34 alloy.
- Welds shall be made with E70xx low hydrogen electrodes for steel & with 5356 filler for aluminum by persons qualified in accordance with AWS standards within the past two years.
- All structural bolts shall conform to ASTM A325, and be 2 1/2" diameter. All bolts shall conform to ASTM F436. Pretension all high strength bolts using the Turn-of-Nut method unless noted otherwise.
- JP Morgan Chase will not be responsible for the safety on this job site before, during or after installation of this sign. The sign installer shall be responsible for the safety of the installers to ensure that the installation and erection of the structure is performed using methods that are in full compliance with OSHA regulations.
- Any deviation from this design or from any part of this drawing, including the General Notes, without prior written consent from JP Morgan Chase voids this drawing in its entirety.
- This design is prototypical and should not be used for site specific applications unless reviewed and deemed suitable for use at that site by a competent Professional Engineer.



TOP VIEW



DEPARTURE ELEVATION

ELEVATION

APPROACH ELEVATION

CANOPY ELECTRICAL REQUIREMENTS (NOT INCLUDING AITM MACHINE, SECURITY CAMERA & RELATED APPLIANCES):
 LEADS: (4) 1000'K WHITE SLOAN FRIM #10169-108J1-MB
 (4) 3 BLUE SLOAN FRIM #10169-EL3J1-MB
 DOWNLIGHTS: (2) E-CONLIGHT 5000K WHITE LED LIGHT FIXTURE C-CP-B-50-4L-50K-UH @ Ø30A
 LED POWER SUPPLY: (3) SLOAN #101501-60C1 @ Ø10A
 TOTAL LOAD: 210 AMP @ 120VAC
 CIRCUITS: (1) 20 AMP REQD.

ALL EXPOSED PAINTED SURFACES SHALL BE COATED WITH MATTHEUS #32-2088P VOC GLOSS CLEAR WITH MINIMUM 2 MILS DRY FILM THICKNESS (DFT) PER MATTHEUS APPLICATION SPECIFICATIONS.

Z. 6/5/20 - CHANGED E-CSA04A-U50W LIGHT FIXTURE TO THE C-CP-B-50-4L-50K-UH LIGHT FIXTURE



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 Coordinator: Lorena P Leon
 Designer: Asena
 Scale: As noted

CUSTOMER APPROVAL

Customer Signature _____ Date _____

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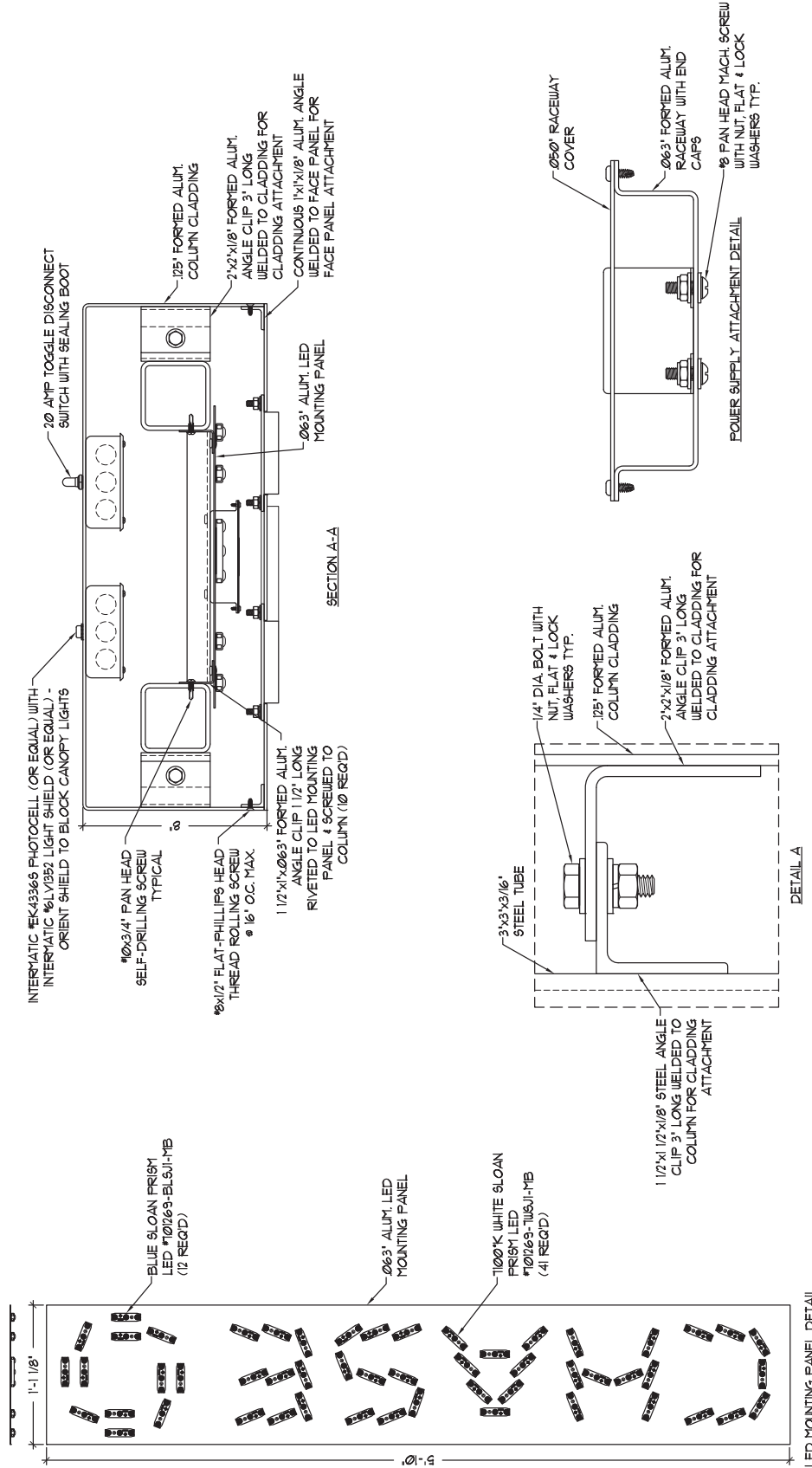
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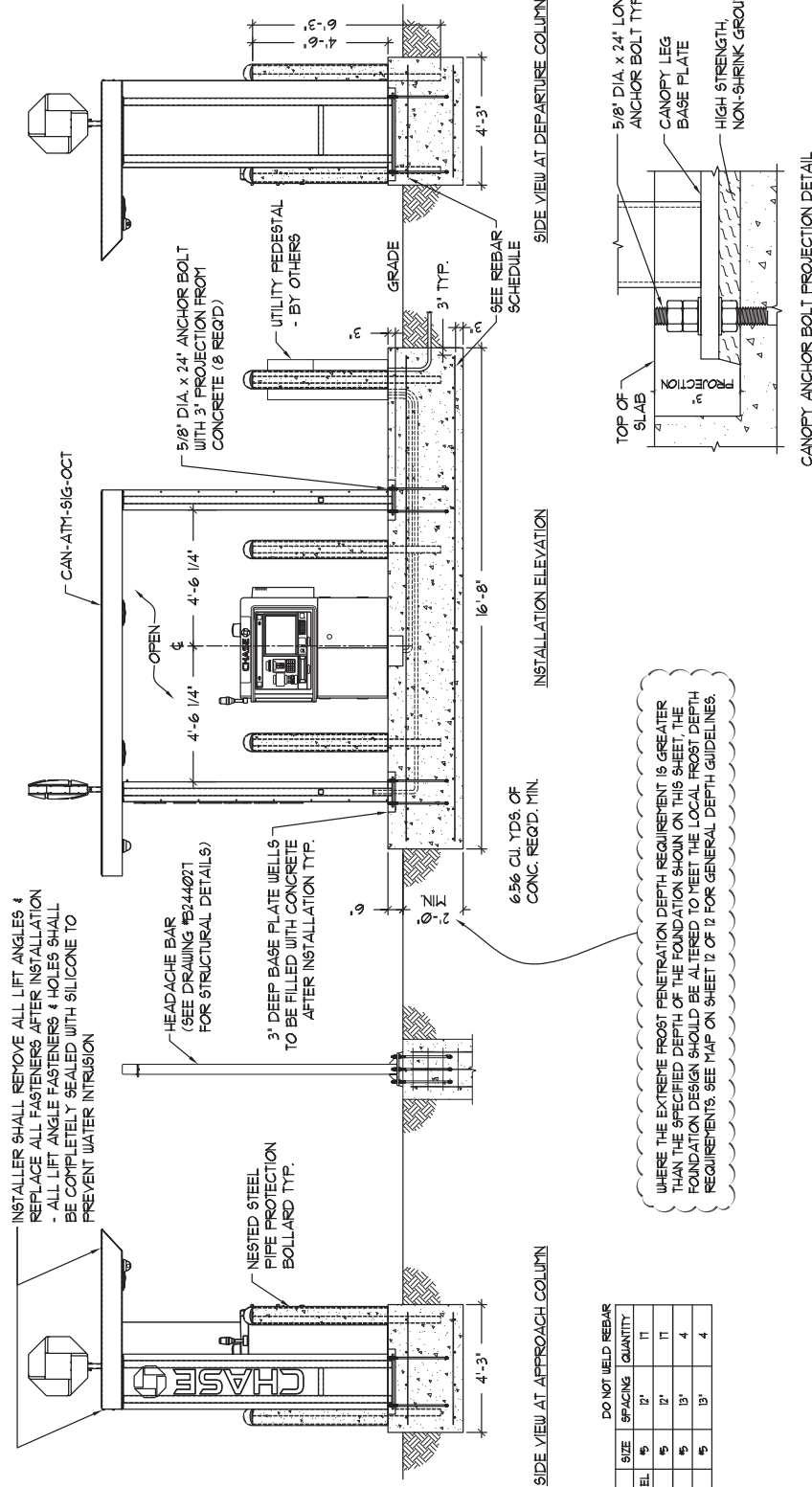
Project ID: CHASE_C60019110610_1

Revision: R5 - 11.04.21



Z. 6/5/20 - CHANGED E-CSA04A-1050W LIGHT FIXTURE TO THE C-CP-B-60-4L-50K-WH LIGHT FIXTURE

BOLLARDS TO BE MANUFACTURED / INSTALLED BY OTHERS



REBAR SCHEDULE	DO NOT WELD REBAR	SIZE	SPACING	QUANTITY
OVERTURN TOP STEEL	5	12"	11	
OVERTURN BOTTOM STEEL	5	12"	11	
BOTTOM CROSS STEEL	5	12"	4	
TOP CROSS STEEL	5	12"	4	

WHERE THE EXTREME FROST PENETRATION DEPTH REQUIREMENT IS GREATER THAN THE SPECIFIED DEPTH OF THE FOUNDATION SHOWN ON THIS SHEET, THE FOUNDATION DESIGN SHOULD BE ALTERED TO MEET THE LOCAL FROST DEPTH REQUIREMENTS. SEE MAP ON SHEET 12 OF 12 FOR GENERAL DEPTH GUIDELINES.



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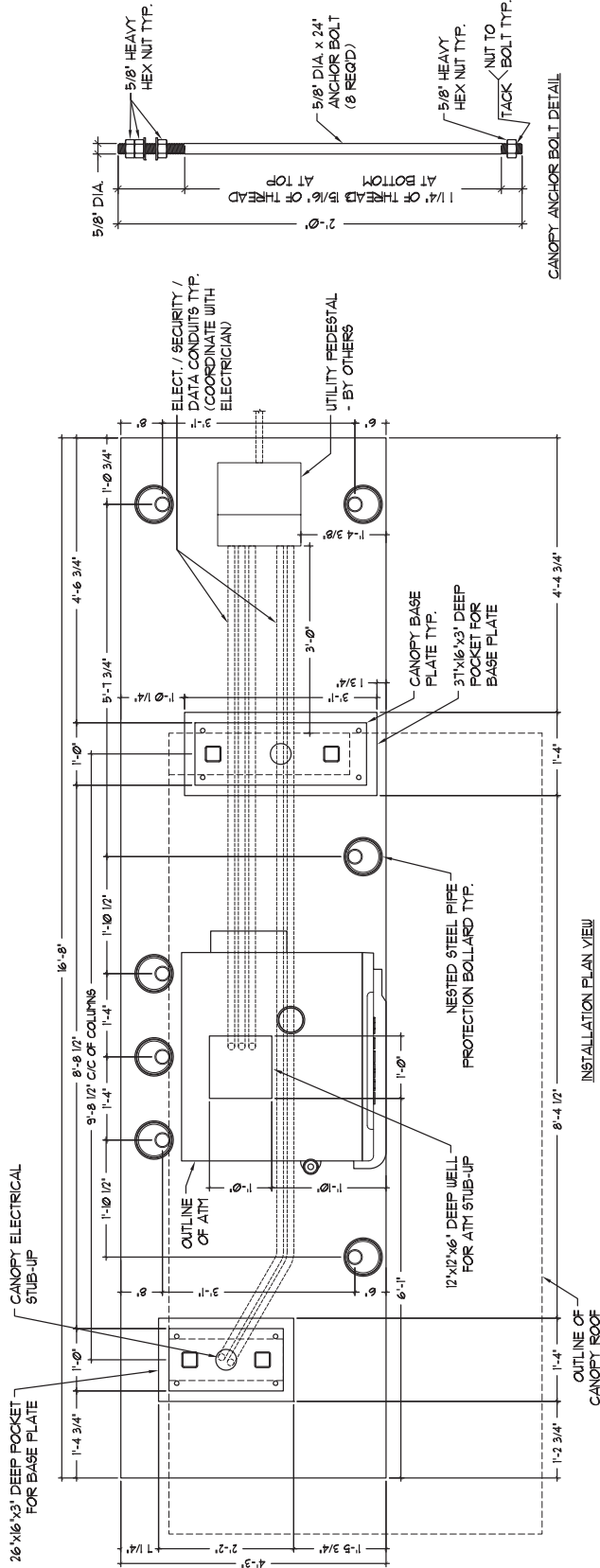
COPY COLORS & SIZES

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BOLLARDS TO BE MANUFACTURED / INSTALLED BY OTHERS



CONDUITS ARE TO BE PROVIDED & SET BY THE ELECTRICIAN PRIOR TO THE PLACEMENT OF CONCRETE



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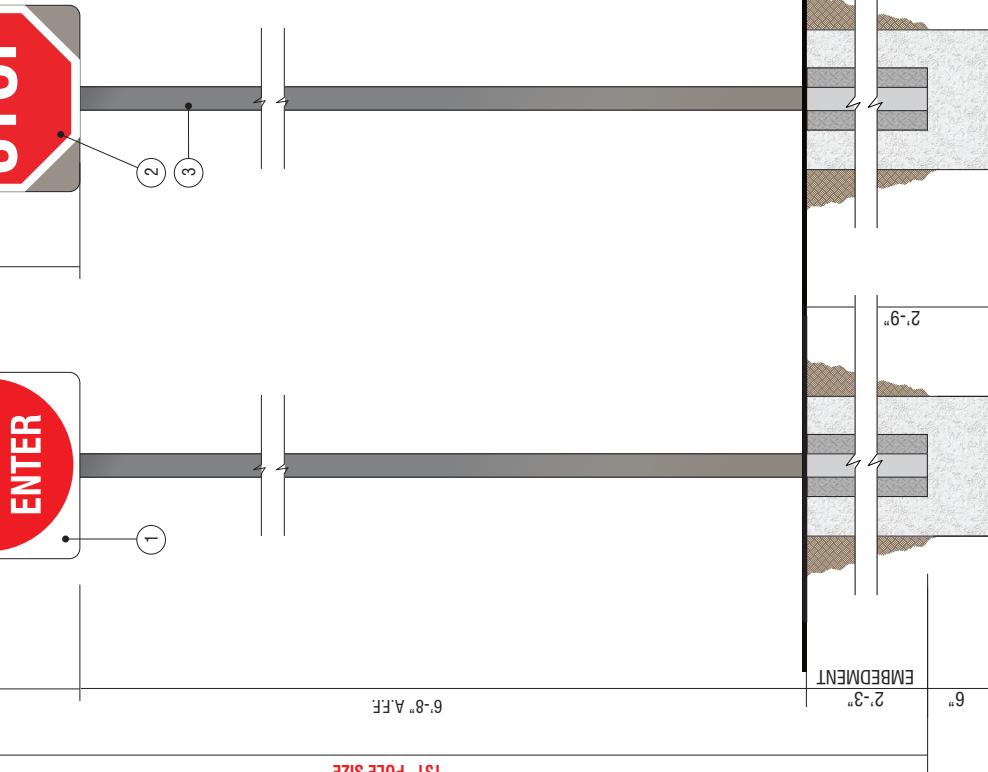
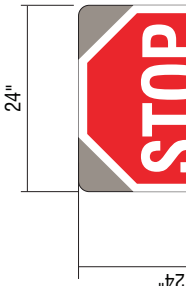
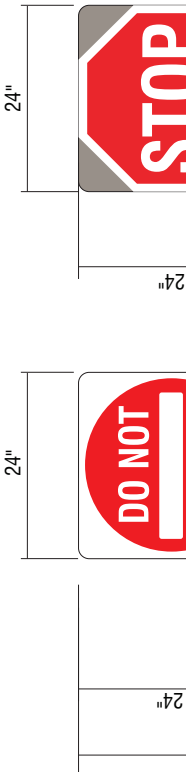
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COPY COLORS & SIZES

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Z. 6/5/20 - CHANGED E-CSA04A-1050W LIGHT FIXTURE TO THE C-CF-B-60-4L-50K-WH LIGHT FIXTURE

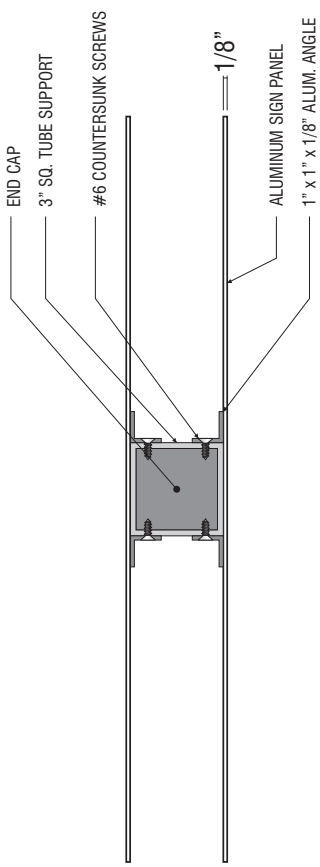


E.9

SIGN TYPE CUSTOM TC-P-H DOT STOP/DO NOT ENTER

MANUFACTURE AND INSTALL TWO (2) D/F NON-ILLUMINATED SIGNS

1. .125" ALUMINUM SIGN FACE, D.O.T. STANDARD "DO NOT ENTER" PAINT FINISH BACK SIDE SURFACE DARK NICKEL MATTHEWS MP #1 68248, GLOSS FINISH.
2. .125" ALUMINUM SIGN FACE, D.O.T. STANDARD "STOP" PAINT FINISH BACK SIDE SURFACE DARK NICKEL MATTHEWS MP #1 68248, GLOSS FINISH.
3. SQ. ALUM. TUBE POST, 3" x 3" x 1/8" x 131" LONG W/ .063" THICK ALUM. CAP PLATE @ TOP



TOP SECTION SCALE: 3" = 1'-0"

FRONT VIEW SCALE: 3/4" = 1'-0"

BACK VIEW SCALE: 3/4" = 1'-0"



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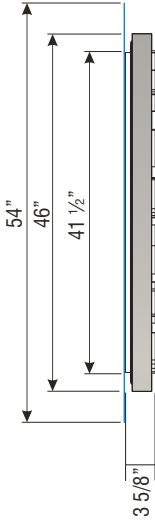
CUSTOMER APPROVAL

Customer Signature _____ Date _____
COPY COLORS & SIZES

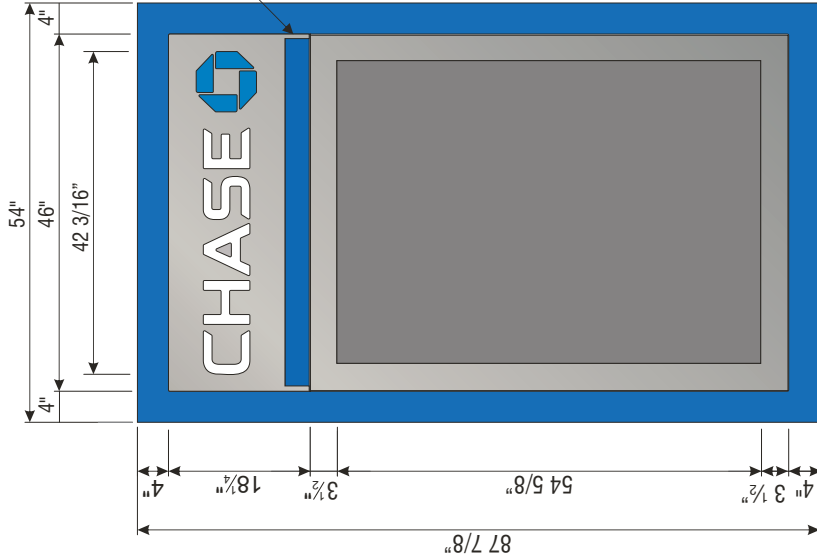
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TOP VIEW SUR-TTW-U-4
SCALE: 3/4" = 1'-0"



FRONT VIEW SCALE: 3/4" = 1'-0"

I.10 SIGN TYPE SUR-TTW-U-4-TP

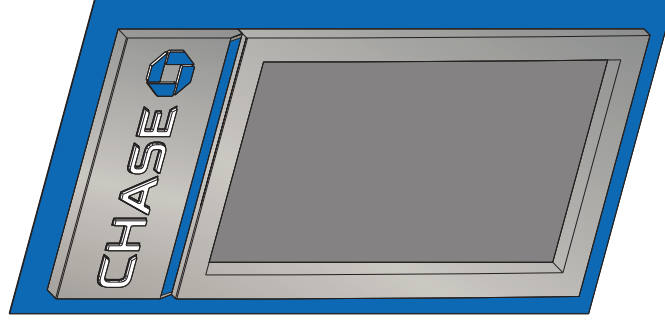
MANUFACTURE AND INSTALL ONE (1) INTERNALLY ILLUMINATED THIN PROFILE ATM SURROUND

STIPPLE FINISH PAINT PROCESS FOR MATTHEWS #MP-18101 CHASE NICKEL:
BASE COAT: 3-4 MEDIUM COATS OF MWP SV002471 FOR BASE COAT.
 ALLOW TO AIR DRY 12-24 HRS OR FORCE DRY AT 200 DEG. F. FOR 15MIN.
STIPPLE FINISH COAT: MIX MWP SV001761 WITH CATALYST BUT -"NO"-REDUCER;
 SET PRESSURE POT AT 18-20 PSI TANK PRESSURE AND
 20-25 PSI ATOMIZING AIR AT THE PAINT GUN -
 USE 1.0 TO 1.2 FLUID NOZZLE.
 APPLY 5-6 PASSES OF A FINE TIGHT STIPPLE

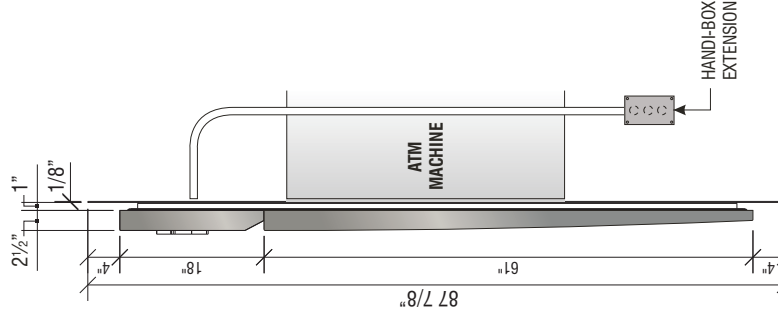
NOTE: PUSH-THRU ACRYLIC SHALL HAVE A MILL FINISH ON ALL ROUTED EDGES

STIPPLE FINISH PAINT PROCESS FOR MATTHEWS #MP-49583 CHASE BLUE METALLIC:
BASE COAT: 3-4 MEDIUM COATS OF SV002472 SP FOR BASE COAT.
 ALLOW TO AIR DRY 12-24 HRS OR FORCE DRY AT 200 DEG. F. FOR 15MIN.
STIPPLE FINISH COAT: MIX MWP SV002049 SP WITH CATALYST BUT -"NO"-REDUCER;
 SET PRESSURE POT AT 18-20 PSI TANK PRESSURE AND
 20-25 PSI ATOMIZING AIR AT THE PAINT GUN -
 USE 1.0 TO 1.2 FLUID NOZZLE.
 APPLY 5-6 PASSES OF A FINE TIGHT STIPPLE

SLOAN BLUE LED STRIPE AROUND PERIMETER TO PROVIDE HALO-LIT EFFECT AGAINST BACK PANEL FOR PRODUCTION.



PERSPECTIVE VIEW



SIDE VIEW



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 Coordinator: Lorena P Leon
 Designer: ASena
 Scale: As noted

CUSTOMER APPROVAL

Customer Signature _____ Date _____

COPY, COLORS & SIZES

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Drawing Number: 21-01717

Project ID: CHASE_C60019110610_1

Revision: R5 - 11.04.21



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JP Morgan Chase Bank
#C60019110610

US Rte 66 and Coors Blvd NW
 111 Coors Blvd NW
 Albuquerque, NM 87121

Initial Date: 10/20/21
 Salesperson: Arthur Navarro
 Coordinator: Lorena P Leon
 Designer: ASiena
 Scale: As noted

CUSTOMER APPROVAL

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 COPY COLORS & SIZES

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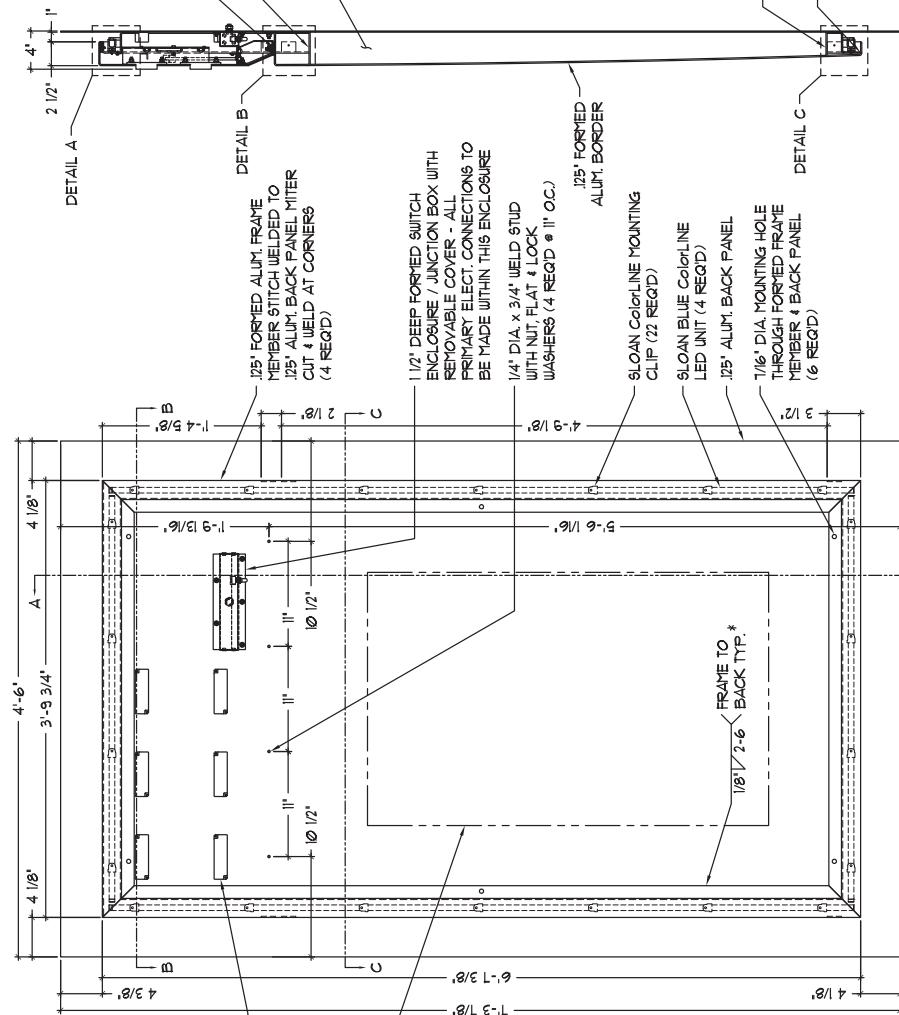
Drawing Number: 21-01717
 Project ID: CHASE_C60019110610_1
 Revision: R5 - 11.04.21

DRG Page 22

Page:

FLAT SHEET STOCK SHALL BE USED FOR BACKER PANEL

INTERMITTENTLY WELD BACKER PANEL TO FRAME TO PREVENT DISTORTION



MANTAIN A MINIMUM OF 4" BETWEEN LED POWER SUPPLIES

SLOAN SELF-CONTAINED 20 POWER SUPPLY #101680 (6 REQ'D)

CUT HOLE IN BACK PANEL TO FIT ATM MACHINE. HOLE TO BE SIZED ACCORDING TO ATM MANUFACTURER'S SPECIFICATION

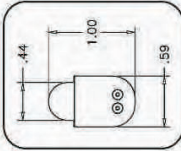
ELECTRICAL REQUIREMENTS:
 HALO LED: (20) LF, SLOAN BLUE ColorLINE #101680/D/B LED TUBE
 SIGN BOX LED: (6) 1100K WHITE SLOAN PRISM #102163-10S3J-MB
 (6) BLUE SLOAN PRISM #102163-BL3J-MB
 POWER SUPPLY: (6) SLOAN #101680 SELF-CONTAINED 20
 TOTAL LOAD: 3.30A @ 120V
 CIRCUITS: (1) 20 AMP REQUIRED

SECTION A-A

ELEVATION
 SIGN BOX & BORDER REMOVED FOR CLARITY

ColorLINE

The Ultimate LED Border Tube



- Super Bright
- Profile Similar to Neon
- Lit, Mitered Corners
- Fully Compatible with All SloanLED 12 VDC Products

COLORLINE SIZES AND CUT LENGTHS:

- (3) EA. #701800D-B (96 1/2" LONG)
- MAKE VERTICAL TUBES FROM (2) 96 1/2" PARTS.
- MAKE HORIZONTAL TUBES FROM (1) 96 1/2" PART.
- EACH PART MUST HAVE A FACTORY RUBBER END.
- ONCE PLASTIC CAP IS ATTACHED TO THE CUT SIDE, THE TUBE WILL FINISH AT **77 5/32"** FOR VERTICAL IN LENGTH INCLUDING CAP
- THE TUBE WILL FINISH AT **45 3/16"** FOR HORIZONTAL IN LENGTH INCLUDING CAP

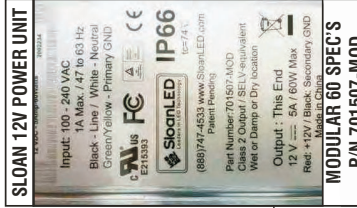
Item Description	Part # (Tube)	Actual Tube Length	Cut Increments	Power per Foot (Meter)	LEDs per Foot (Meter)	Limited Warranty
2' Tube	701000-Color-2	24 1/2" (62cm)	2 1/4" (6cm)	2.28W (7.5W)	20 (66)	Warm Colors: 5 Year Cool Colors: 3 Year
4' Tube	701000-Color-4	48 1/2" (123cm)	2 1/4" (6cm)	2.28W (7.5W)	20 (66)	
6' Tube	701000-Color-6	72 1/2" (184cm)	2 1/4" (6cm)	2.28W (7.5W)	20 (66)	
8' Tube	701800-Color-8	96 1/2" (245cm)	2 1/4" (6cm)	2.28W (7.5W)	20 (66)	

Warm Colors: Red, Orange, Yellow, Cool Colors: Blue, Green, White

Feet (Meter) per 12VDC Power Supply

SloanLED Power Supply	Self Contained	Modular	Quad
ColorLINE # Feet (Meters)	20 6 (2.5)	60 24 (7.5)	240 96 (30)

24 (7.5) per leg



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111 Coors Blvd NW
Albuquerque, NM 87121

Initial Date: 10/20/21
Salesperson: Arthur Navarro
Coordinator: Lorena P Leon
Designer: ASeta
Scale: As noted

CUSTOMER APPROVAL

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COPY COLORS & SIZES

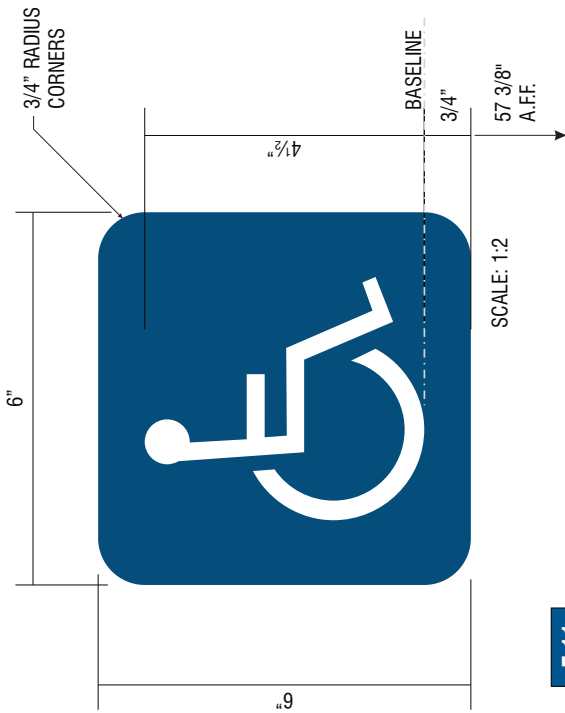
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E:11

SIGN TYPE ADA-EP ACCESSIBLE BUILDING ENTRANCE - A02

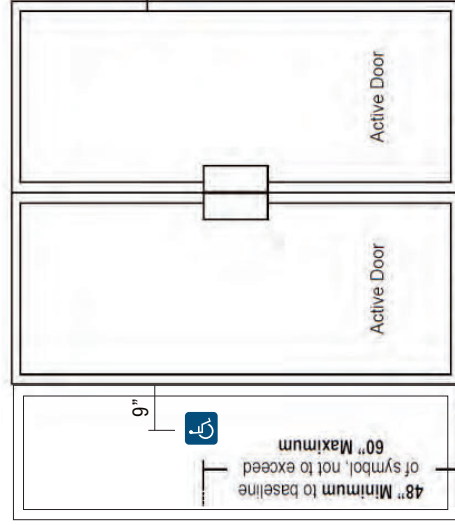
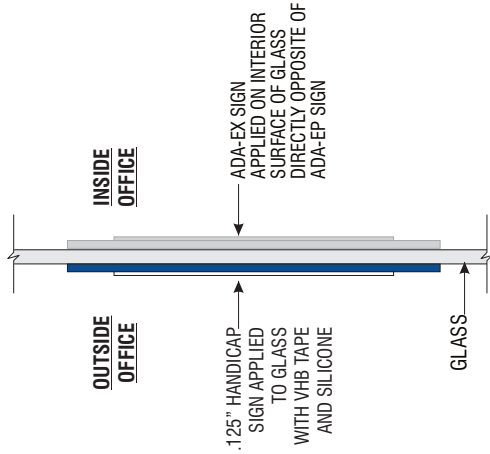
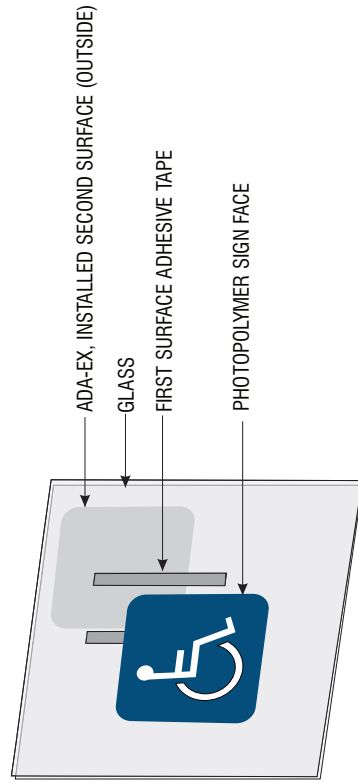
MANUFACTURE AND INSTALL ONE (1) ADA STANDARD ENTRANCE PLAQUE

FACE: 1/8" BLUE GRAVOTAC #341-501V, SATIN NON-GLARE FINISH.

ISA SYMBOL: 1/32" RAISED, BRIGHT WHITE GRAVOTAC.

BRILLE: 1/32" RAISED CLEAR BEAD, MAXIMUM 1/16" DIA.

INSTALL: MOUNT TO LATCH SIDE OF DOOR WITH VHB TAPE AND SILICONE.



Double door with both doors active, sign is mounted to the left of the left side door





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 Scale: As noted

CUSTOMER APPROVAL

Customer Signature _____ Date _____

COPY COLORS & SIZES

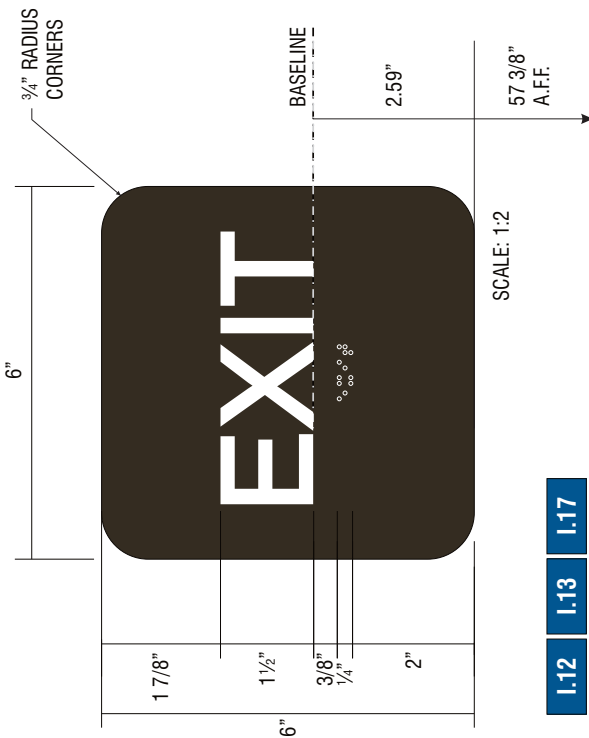
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Project ID: CHASE_C60019110610_1

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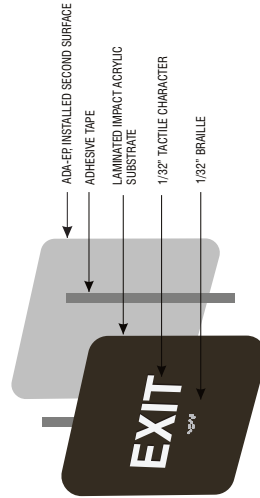
SCALE: 1:2

I.12 I.13 I.17

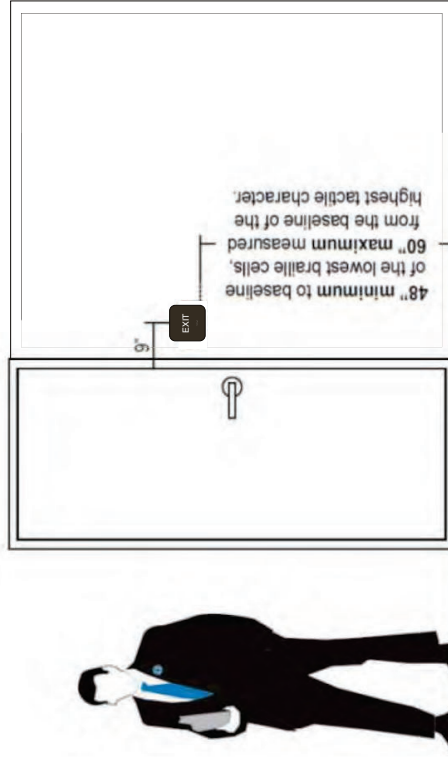
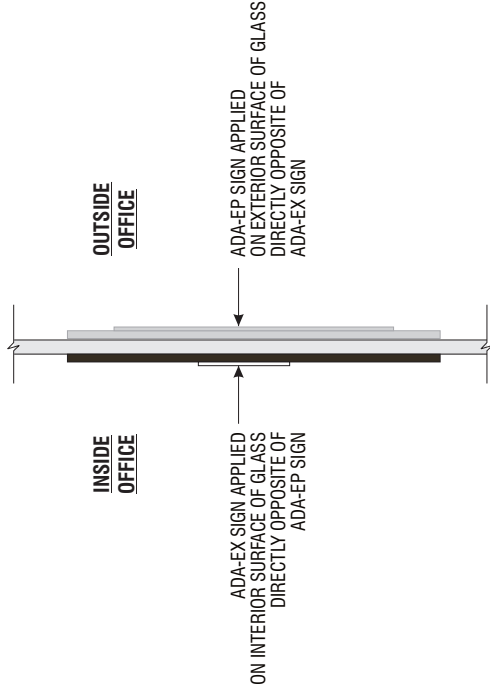
SIGN TYPE ADA-EX EXIT DOOR SIGNAGE - A13

MANUFACTURE AND INSTALL THREE (3) ADA STANDARD EXIT PLAQUES

FACE: 1/8" GRAVOTAC CHARCOAL GREY, SATIN NON-GLARE FINISH.
COPY: 1/32" RAISED, BRIGHT WHITE GRAVOTAC. HELVETICA REGULAR TT FONT.
BRILLE: 1/32" RAISED CLEAR BEAD, MAXIMUM 1/16" DIA.
INSTALL: MOUNT TO LATCH SIDE OF DOOR WITH VHB TAPE AND SILICONE.



TYPICAL FABRICATION DETAIL NTS



If latch is on right side of door, sign installed on right side



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CUSTOMER APPROVAL

Customer Signature _____ Date _____
COPY COLORS & SIZES

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Drawing Number: 21-01717
 Project ID: CHASE_C60019110610_1
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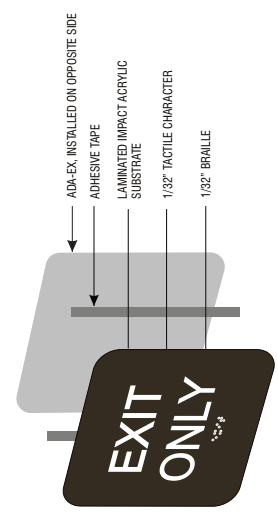
SCALE: 1:2

E.14

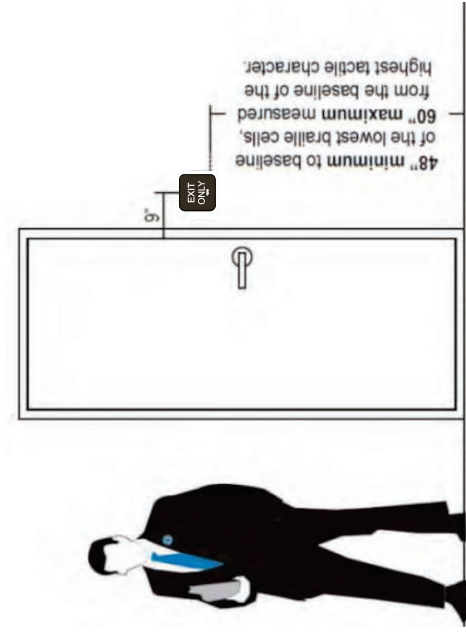
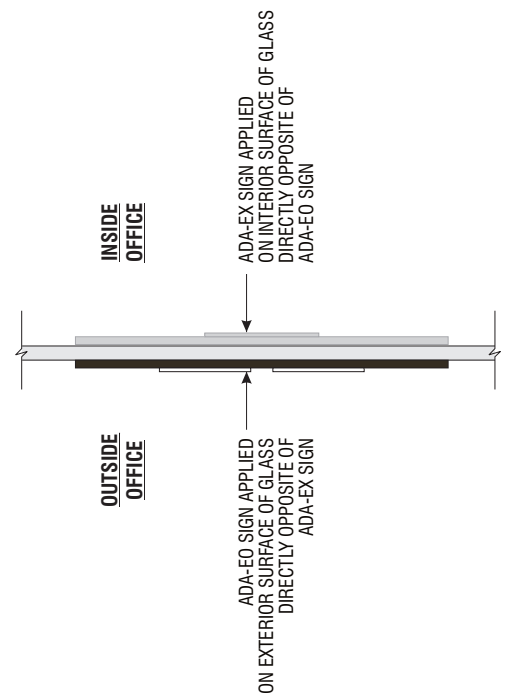
SIGN TYPE ADA-E0 EXIT ONLY DOOR SIGNAGE - A13

MANUFACTURE AND INSTALL ONE (1) ADA STANDARD EXIT ONLY PLAQUE

FACE: 1/8" GRAVOTAC CHARCOAL GREY, SATIN NON-GLARE FINISH.
COPY: 1/32" RAISED, BRIGHT WHITE GRAVOTAC. HELVETICA REGULAR TT FONT.
BRILLE: 1/32" RAISED CLEAR BEAD, MAXIMUM 1/16" DIA.
INSTALL: MOUNT TO LATCH SIDE OF DOOR WITH VHB TAPE AND SILICONE.



TYPICAL FABRICATION DETAIL NTS



If latch is on right side of door, sign installed on right side

48" minimum to baseline of the lowest braille cells, 60" maximum measured from the baseline of the highest tactile character.



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 Scale: As noted

CUSTOMER APPROVAL

Customer Signature _____ Date _____

COPY, COLORS & SIZES

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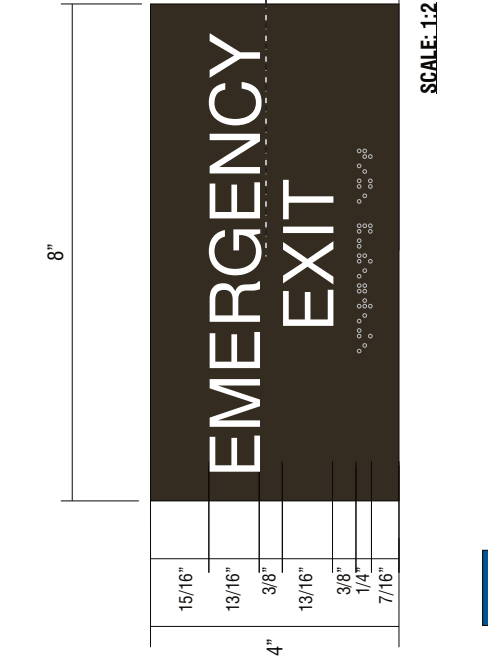
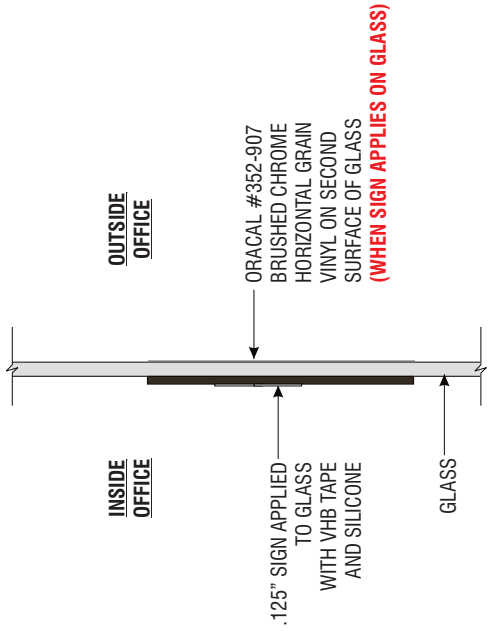
Customer Signature _____ Date _____
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Page:



I.15

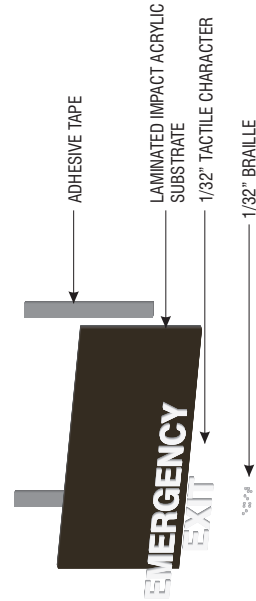
SIGN TYPE ADA-EXX EMERGENCY EXIT

PERMANENT EMERGENCY EXIT DOOR SIGNAGE - A13E

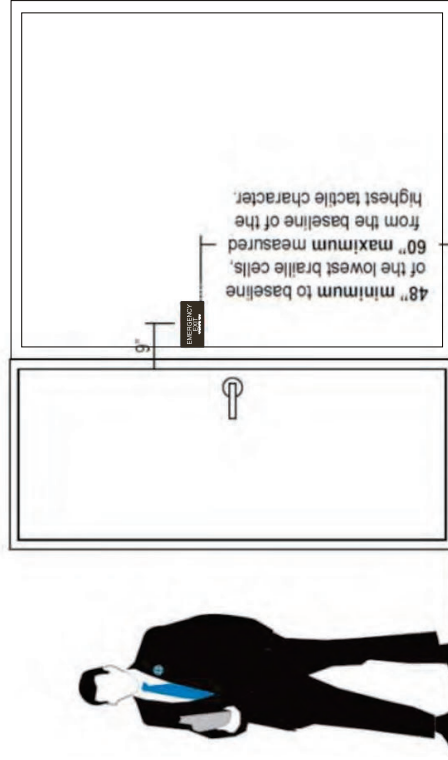
MANUFACTURE AND INSTALL ONE (1) DOOR IDENTIFICATION PLAQUE

FACE: 1/8" GRAVOTAC CHARCOAL GREY, SATIN NON-GLARE FINISH.
COPY: 1/32" RAISED, BRIGHT WHITE GRAVOTAC, HELVETICA REGULAR TT FONT.
BRILLE: GRADE II STANDARD, 1/32" RAISED CLEAR BEAD, MAXIMUM 1/16" DIA.
INSTALL: MOUNT TO LATCH SIDE OF DOOR WITH VHB TAPE AND SILCONE.

WHEN SIGN APPLIES ON GLASS: APPLY LAYER OF 6" X 6" ORACAL #352-907 BRUSHED CHROME HORIZONTAL GRAIN VINYL ON SECOND SURFACE OF GLASS (CUT SHAPE TO MATCH FRONT PLAQUE)



TYPICAL FABRICATION DETAIL NTS



If latch is on right side of door, sign installed on right side

48" minimum to baseline of the lowest braille cells, 60" maximum measured from the baseline of the highest tactile character.



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 Designer: ASena
 Scale: As noted

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Customer Signature _____ Date _____

COPY COLORS & SIZES

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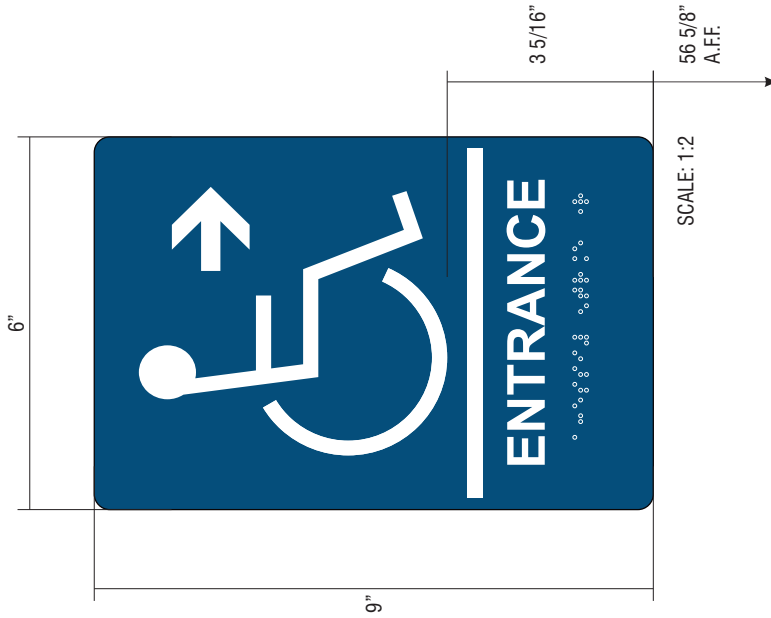
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If latch is on right side of door, sign installed on right side

E.16

SIGN TYPE ADA-EP-NA-R

BUILDING ENTRANCE DIRECTIONAL FOR ENTRANCES THAT ARE NOT ACCESSIBLE - A15

MANUFACTURE AND INSTALL ONE (1) ADA NON-ACCESSIBLE ENTRANCE PLAQUE

FACE: 1/8" BLUE GRAVOTAC #341-501V. SATIN NON-GLARE FINISH.

COPY & SYMBOLS: 1/32" RAISED, BRIGHT WHITE GRAVOTAC.

BRILLE: GRADE II ADA STANDARD, 1/32" RAISED CLEAR BEAD. MAXIMUM 1/16" DIA.

INSTALL: MOUNT TO LATCH SIDE OF DOOR WITH VHB TAPE AND SILICONE.



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 Scale: As noted

CUSTOMER APPROVAL

Customer Signature _____ Date _____

COPY COLORS & SIZES

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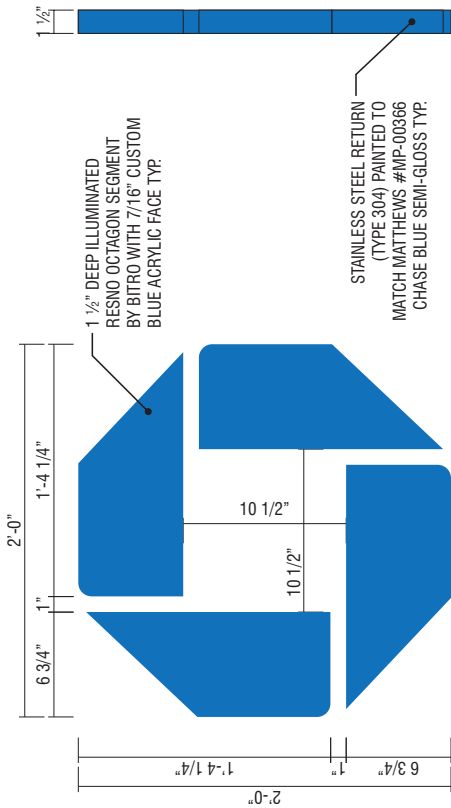
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Project ID: CHASE_C60019110610_1

Revision: R5 - 11.04.21

- GENERAL NOTES:**
- DESIGN IS BASED ON A 5 PSF LATERAL LOAD FOR INTERIOR APPLICATIONS PER IBC 2015. SEISMIC DESIGN CATEGORY D.
 - THE CUSTOMER'S BUILDING ENGINEER IS TO DETERMINE THE ADEQUACY OF THE SUPPORTING STRUCTURE.
 - ALL FASTENERS SHALL BE STAINLESS STEEL OR ZINC COATED TO PREVENT CORROSION.
 - J.P. MORGAN CHASE WILL NOT BE RESPONSIBLE FOR THE SAFETY ON THIS JOB SITE BEFORE, DURING OR AFTER INSTALLATION OF THIS STRUCTURE. IT IS THE RESPONSIBILITY OF THE CONTRACTORS AND INSTALLERS TO ENSURE THAT THE INSTALLATION AND ERECTION OF THIS STRUCTURE IS PERFORMED USING METHODS THAT ARE IN FULL COMPLIANCE WITH OSHA REGULATIONS.
 - ANY DEVIATION FROM THIS DESIGN OR FROM ANY PART OF THIS DRAWING, INCLUDING THE GENERAL NOTES, WITHOUT PRIOR WRITTEN CONSENT FROM J.P. MORGAN CHASE VOIDS THIS DRAWING IN ITS ENTIRETY.
 - THE STRUCTURE DESIGNED ON THIS DRAWING IS PROTOTYPICAL AND SHOULD NOT BE USED FOR SITE SPECIFIC APPLICATIONS UNLESS DEEMED SUITABLE BY A COMPETENT PROFESSIONAL ENGINEER.



FRONT VIEW SCALE: 1 1/2" = 1'-0"

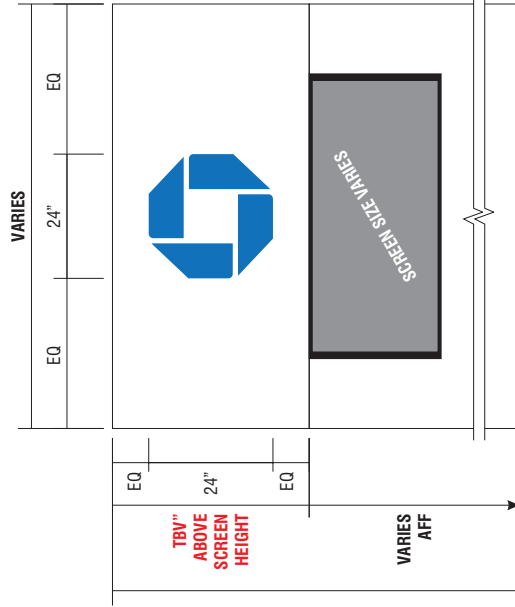
SIDE VIEW SCALE: 1 1/2" = 1'-0"

I.18

SIGN TYPE OCT-24-INT

BLUE BITRO

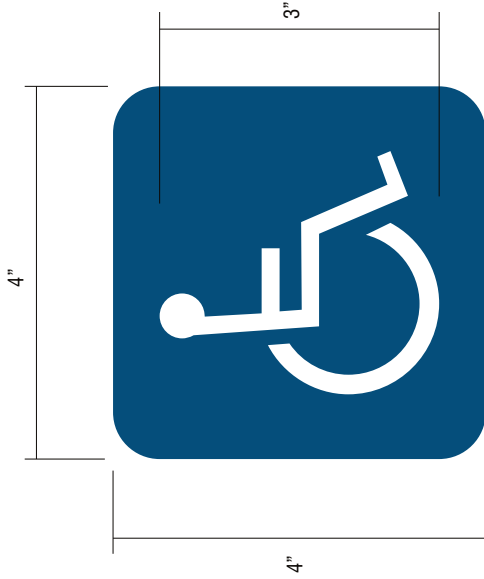
MANUFACTURE AND INSTALL ONE (1) INTERNALLY-ILLUMINATED OCTAGON MINIMUM CLEARANCE REQUIRED IS 38", IF THIS CLEARANCE IS NOT MET DO NOT INSTALL UNLESS SIGANTECH PM HAS AUTHORIZED YOU.



TBV" OVERALL CEILING HEIGHT AFF

VARIES AFF

ABOVE SCREEN ELEVATION SCALE: 1/2" = 1'-0"



FRONT VIEW SCALE: 3/8" = 1"

1.19

SIGN TYPE ADA-TW **ACCESSIBLE TELLER WINDOW - A14**
MANUFACTURE AND INSTALL ONE (1) ADA ACCESSIBILITY PLAQUE
FACE: 1/8" BLUE GRAVOTAC #341-501V, SATIN NON-GLARE FINISH.
ISA SYMBOL: 1/32" RAISED, BRIGHT WHITE GRAVOTAC.
INSTALL: MOUNT AT ACCESSIBLE TELLER LINE, AS SHOWN, WITH VHB TAPE AND SILICONE.



Placement at Modular Teller Stations with Bullet-Resistant Glass

TYPICAL INSTALLATION - BULLET-RESISTANT GLASS SCALE: 1/2" = 1'-0"



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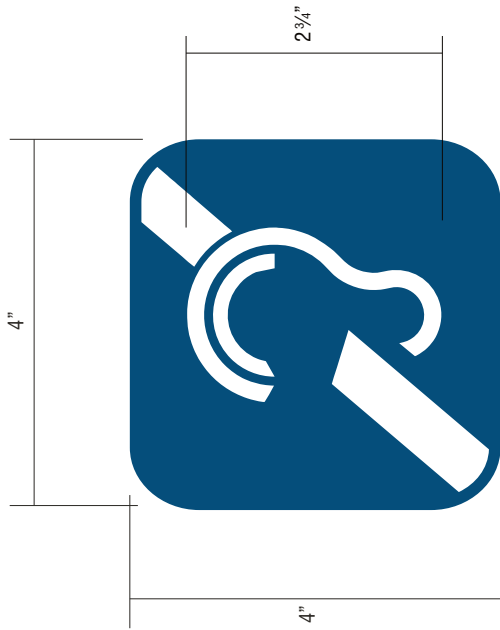
Customer Signature _____ Date _____

COPY, COLORS & SIZES

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1.20

SIGN TYPE ADA-TW-ALS

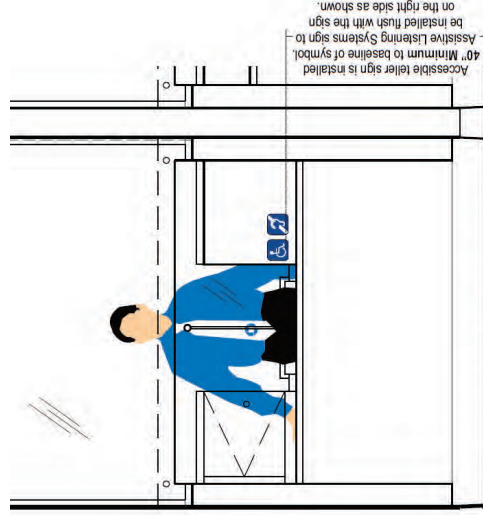
FOR ACCESSIBLE WINDOW WHERE ASSISTED LISTENING SYSTEMS INSTALLED - A19

MANUFACTURE AND INSTALL ONE (1) ADA ASSISTED LISTENING SYSTEM PLAQUE

FACE: 1/8" BLUE GRAVOTAC #341-501V, SATIN NON-GLARE FINISH.

SYMBOL GRAPHICS: 1/32" RAISED, BRIGHT WHITE GRAVOTAC.

INSTALL: MOUNT AT ACCESSIBLE TELLER LINE, AS SHOWN, WITH VHB TAPE AND SILCOONE.



Placement at Modular Teller Stations with Bullet-Resistant Glass



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COPY COLORS & SIZES

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COPY COLORS & SIZES

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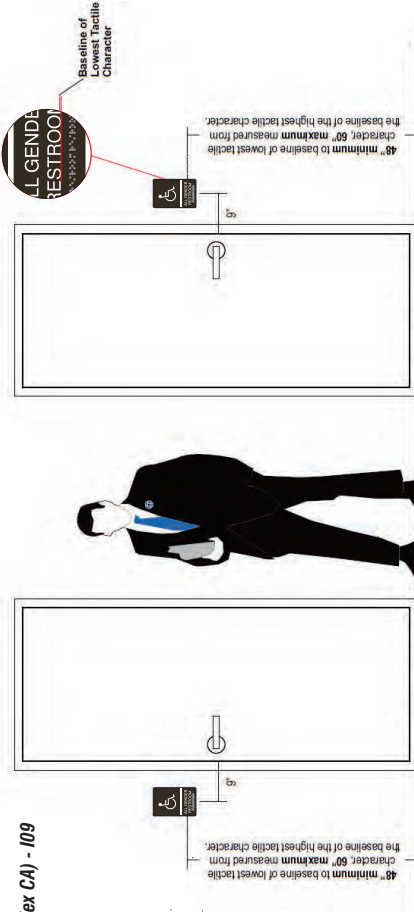
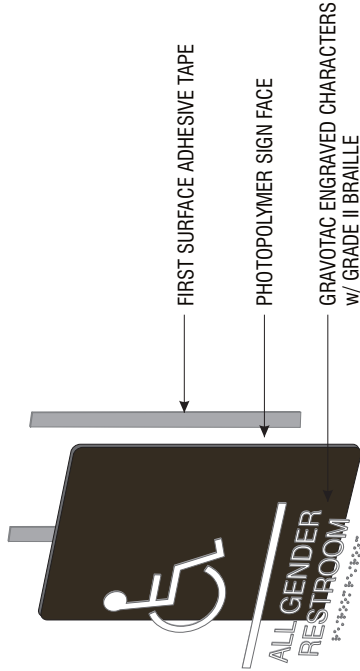
FRONT VIEW SCALE 1:2

I.21 I.22

SIGN TYPE ADA-RRAG-A-G FOR ACCESSIBLE SINGLE-STALL RESTROOMS ACROSS U.S.A. (ex CA) - 109

MANUFACTURE AND INSTALL TWO (2) ADA ALL-GENDER RESTROOM SIGNS

- FACE: 1/16" PHOTOPLYMER (NOVACRYL PT-060M), CUT TO SHAPE W/ PHOTO-ETCHED RAISED COPY & BRAILLE.
- PAINT TO MATCH PANTONE BLACK 7C. SATIN FINISH.
- COPY: 1/32" RAISED, SATIN WHITE FACES. TYPESTYLE: TT HELVETICA BOLD.
- BRAILLE: GRADE II ADA STANDARD, RAISED 1/32", MAXIMUM 1/10" DOT DIA.
- INSTALL: MOUNT TO LATCH SIDE OF DOOR WITH VHB TAPE AND SILICONE.



If latch is on left side of door, sign installed on left side
 If latch is on right side of door, sign installed on right side



Date: 13 April 2022

Response to city comments issued from the City of Albuquerque on March 11, 2022.

To:

City of Albuquerque
Planning Department
600 2nd St NW – 3rd Floor
Albuquerque, NM 87102

1. Comment: List the number of parking spaces required by the IDO as well as the proposed number of parking spaces including bicycle and motorcycle parking.

Response: The planning department has allowed this project to utilize the 1974 Comprehensive City Zoning Code, 1980 Edition. See revised sheet A1 Site Plan, Project Data for required number of vehicle and bicycle parking spaces.

2. Comment: Update Parking calculation based on losing some of parking spaces due to proposed CHASE DRIVE UP ATM.

Response: Parking calculations have been added showing the required, existing and proposed changes to parking.

Re:

Response to
Transportation
Development Comments

3. Comment: Please provide a copy of lease agreement for the proposed CHASE DRIVE UP ATM.

Response: A copy will be provided with this submittal package.

Chase US66 & Coors
111 Coors Blvd NW
Albuquerque, NM 87121

We appreciate your time and consideration of this submittal. We are available and open to submitting any additional support documentation or questions you might have that would be needed for a final approval on this request.

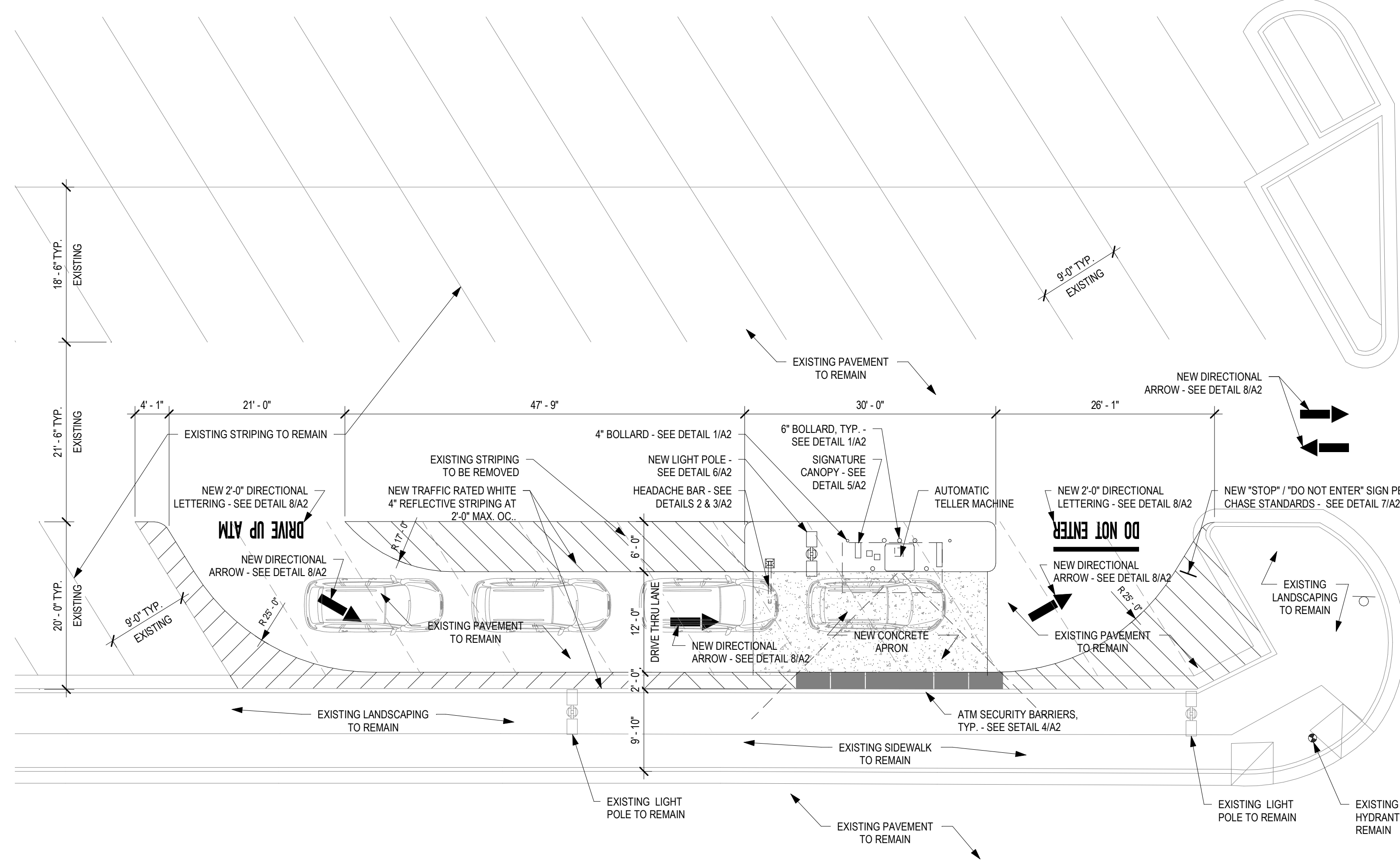
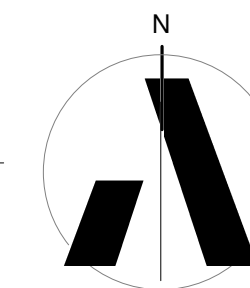
Sincerely,

Juan C Gonzales – APMI, Inc.



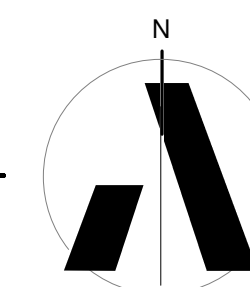
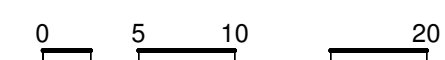
OVERALL SITE PLAN (FOR REFERENCE)

SCALE: NOT TO SCALE



SITE PLAN

SCALE: 1" = 10'-0"



PROJECT DATA

PROJECT OWNER:

J.P. MORGAN CHASE, N.A.
CORP. REAL ESTATE SERVICES
201 NORTH CENTRAL AVENUE, 25TH FLOOR
PHOENIX, ARIZONA 85004

CONTACT: JOE M. HERNANDEZ
T 602.221.4601
E JOE.M.HERNANDEZ@JPMCHASE.COM

ARCHITECT:

APMI, INC.
3003 NORTH CENTRAL AVENUE
SUITE 1100
PHOENIX, ARIZONA 85012

CONTACT: WILL REILLY, A.I.A.
T 480.998.0709
E WREILLY@APMI.COM

LANDLORD:

COORS CTR DSG LLC & COORS CTR SG LLC &
COORS CTR MB LLC & ETAL CIO DSG TRUST
1155 KELLY JOHNSON BLVD
SUITE 302
COLORADO SPRINGS, COLORADO 80920

CONTACT: KERI ASHLEY
T 303.318.0100
E KERI@OAKREALTYPARTNERS.COM

PROJECT LOCATION:

111 COORS BOULEVARD NORTHWEST
SUITE E-11
ALBUQUERQUE, NEW MEXICO 87121

LEGAL DESCRIPTION:

TR A-1A-2A OF TRS A-1A-2A, A-1A-2B & A-1A-2C HUBBELL PLAZACONT 9.8880 AC ML OR 430,721 SF ML

PROJECT SUMMARY:

CONSTRUCTION OF A NEW REMOTE DRIVE UP ATM UNIT IN THE EXISTING PARKING AREA. THIS WILL INVOLVE THE REMOVAL OF 12 EXISTING PARKING SPACES AND REALLOCATING THEM FOR DRIVE THRU QUEUING.

PARCEL NUMBER:

10100574423210101

ZONING:

MX-M (MIXED USE - MEDIUM INTENSITY ZONE)

IMPROVEMENT AREA:

3,000 S.F.

BUILDING HEIGHT:

±19'-6" (EXST.)

BUILDING CODES:

- 2015 NEW MEXICO COMMERCIAL BUILDING CODE
- 2015 NEW MEXICO MECHANICAL CODE
- 2015 NEW MEXICO PLUMBING CODE
- 2017 NEW MEXICO ELECTRIC CODE
- 2018 INTERNATIONAL ENERGY CONSERVATION CODE
- 2015 CITY OF ALBUQUERQUE FIRE CODE
- 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN
- *ALL CODES AS MODIFIED BY THE CITY OF ALBUQUERQUE AMENDMENTS

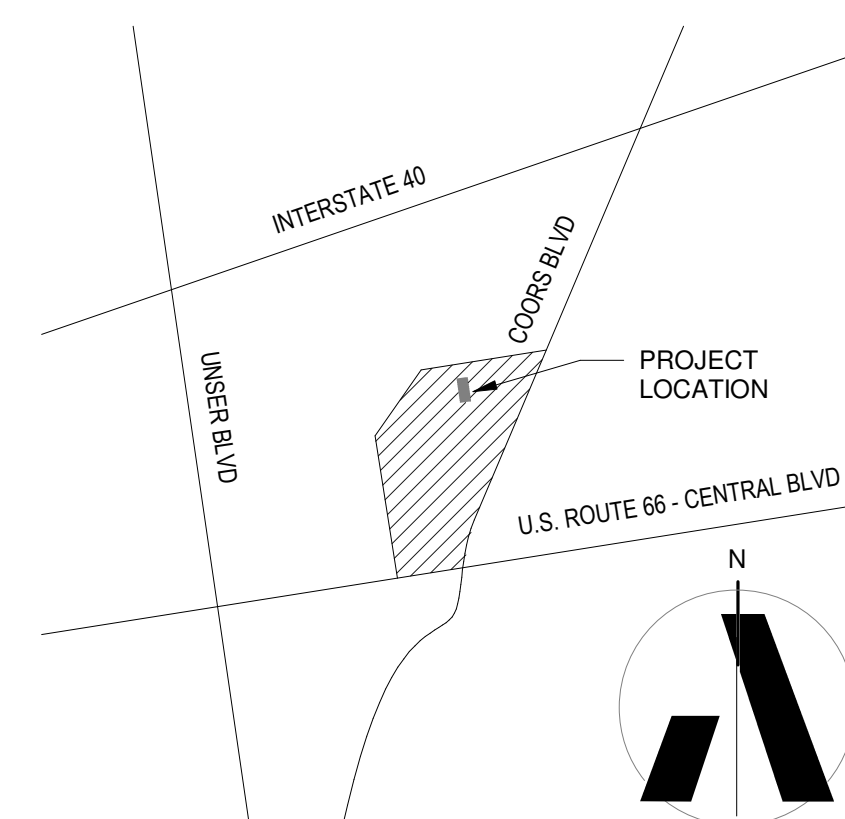
EXISTING OVERALL RETAIL AREA:

±73,000 S.F.

EXISTING PARKING ANALYSIS:

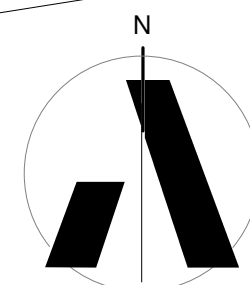
(RATIOS BASED ON THE CITY OF ALBUQUERQUE 1974 COMPREHENSIVE CITY ZONING CODE)

REQUIRED PARKING (1 SPACES/200 S.F.)	363 SPACES
REQUIRED H.C. PARKING	8 SPACES
REQUIRED BICYCLE PARKING	20 SPACES
EXISTING PARKING	410 SPACES
EXISTING H.C. PARKING	10 SPACES
EXISTING BICYCLE PARKING	8 SPACES
REVISED PARKING	396 SPACES
REVISED H.C. PARKING	12 SPACES
REVISED BICYCLE PARKING	20 SPACES



VICINITY MAP

NOT TO SCALE



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US66 & COORS
111 COORS BOULEVARD NORTHWEST, ALBUQUERQUE, NEW MEXICO 87121



3003 NORTH CENTRAL AVENUE, SUITE 1100
PHOENIX, ARIZONA 85012
480.998.0709
apmi.com



EXP. DATE: 12-31-2022
DRAWN JCG
DATE 3.FEBRUARY.2022
PROJECT 21125.00

SITE PLAN

A1

Prop: 111 Coors Blvd NW, Albuquerque, NM
Project ID#: PP1040296

SHOPPING CENTER LEASE

between

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

as Tenant

and

COORS CENTER DSG, LLC, ET AL.

as Landlord

dated February ²⁵____, 2022

SHOPPING CENTER LEASE

THIS SHOPPING CENTER LEASE (this "**Lease**") is entered into by and between **COORS CENTER DSG, LLC**, a New Mexico limited liability company and the other tenants in common signatory hereto (collectively, the "**Landlord**"), and **JPMORGAN CHASE BANK, NATIONAL ASSOCIATION**, a national banking association (the "**Tenant**") as of February 25, 2022 (the "**Effective Date**").

RECITALS:

A. Landlord is the owner of a certain tract designated as Tract A-1A-2A (the "**Landlord Tract**") that comprises a portion of the shopping center commonly known as the Coors-Central Shopping Center ("**Shopping Center**") and located at 111 Coors Boulevard NW in the City of Albuquerque, County of Bernalillo, State of New Mexico. The Landlord Tract constitutes the northern portion of the Shopping Center and is more particularly described on **Exhibit A**. The remainder of the Shopping Center is designated as Tract B-1A and is currently occupied by Smith's. The Landlord Tract contains a building (the "**Building**"), which Building contains approximately 72,576 square feet. The Landlord Tract and the Building, each in pertinent part, are shown on the site plan ("**Site Plan**") attached hereto and incorporated herein by reference as **Exhibit B**.

B. Landlord desires to lease to Tenant, and Tenant desires to rent from Landlord, certain premises within the Landlord Tract, as further defined herein.

NOW, THEREFORE, Landlord and Tenant hereby agree as follows:

ARTICLE 1

Lease of Premises

1.1 **Premises**. Landlord hereby leases to Tenant, and Tenant leases from Landlord, a portion of the Building containing approximately 3,000 square feet of space to be demised by Tenant as part of the initial Tenant Improvements (defined in Section 7.1) from an existing approximately 6,000 square feet of space in Suite E-11 of the Building, together with all rights and appurtenances thereto (the "**Premises**"), including, without limitation, the right to install one or more automated teller machines ("**ATMs**") in exterior walls of the Premises or within the Premises in an entry vestibule and including the right to construct a remote drive through banking facility (the "**Remote ATM Facility**") in the area shown on the Site Plan. Notwithstanding anything to the contrary in this Lease, the Premises, as demised, shall not consist of less than 2,850 square feet ("**Minimum Premises Size**") nor more than 3,500 square feet ("**Maximum Initial Premises Size**"), subject, however, to Tenant's expansion rights pursuant to Section 16.35 of this Lease.

1.2 **Common Areas**. Landlord also grants to Tenant, together with and subject to the same rights granted from time to time by Landlord to other tenants and occupants of the Landlord Tract, the non-exclusive right to use all common areas of the Shopping Center (the "**Common Areas**"), which Common Areas shall include the sidewalks, parking areas, driveways, easements, landscaped areas, common utilities, access points, and any other facilities or

improvements located at the Shopping Center and not designated for the exclusive use of another tenant or lawful occupant of the Shopping Center. Without limiting the foregoing, Tenant, its employees, contractors, agents, customers, and invitees, shall have the non-exclusive right to use all parking spaces within the Shopping Center, subject to any exclusive rights of other tenants of the Shopping Center as set forth in valid leases between such tenants and Landlord (the “**Parking Rights**”). Landlord shall use its commercially reasonable efforts to provide Tenant parking in close proximity to the Premises.

1.3 **Vacation of Existing Tenant.** As of the Effective Date, there is an existing tenant occupying Suite E-11 in the Building (“**Existing Tenant**”). Landlord hereby represents to Tenant that Landlord has entered into an agreement with the Existing Tenant wherein the Existing Tenant has agreed to vacate Suite E-11 upon thirty (30) days prior written notice from Landlord (“**Vacation Date**”). Landlord shall use its good faith efforts to complete vacation of Premises for delivery to Tenant in accordance with the terms hereof.

1.4 **Habendum.** TO HAVE AND TO HOLD the Premises, together with all and singular the rights, privileges and appurtenances thereunto attaching or in anywise belonging, exclusively unto Tenant, its successors and assigns, for the term set forth in Article 2, subject to termination as herein provided, and subject to and upon the covenants, agreements, terms, provisions and limitations herein set forth.

ARTICLE 2

Term of the Lease

2.1 **Approvals Period; Delivery of the Premises.**

(a) **Approvals Period.** The period of time commencing on the Effective Date and continuing through the date which is one hundred eighty (180) days following such date, as the same may be extended as hereinafter provided, shall be referred to as the “**Approvals Period**”, as more fully described in Section 5.4.

(b) **Delivery of the Premises.** On or before the date (the “**Estimated Delivery Date**”) that is sixty (60) days after the date on which Tenant’s right to terminate this Lease pursuant to both Section 5.3 and Section 5.4 hereof either expires by the terms of Section 5.3 and Section 5.4 or Tenant delivers to Landlord written notice of its election to waive its right to terminate pursuant to both of those sections, Landlord shall deliver the Premises to Tenant with all Delivery Conditions (as defined in Section 6.2) satisfied to Tenant’s reasonable satisfaction (the date Tenant accepts possession of the Premises with all Delivery Conditions satisfied shall be hereinafter referred to as the “**Delivery Date**”), all at Landlord’s sole cost and expense. In the event that Landlord fails to cause the Delivery Date to occur on or before the date that is one hundred twenty (120) days after the Estimated Delivery Date (the “**Outside Delivery Date**”), Tenant shall be entitled to receive a Rent credit equal to two (2) days’ worth of Rent for every day after the Outside Delivery Date until the Delivery Date occurs. In the event that Landlord fails to cause the Delivery Date to occur on or before the date that is one hundred fifty (150) days after the Outside Delivery Date (“**Outside Termination Date**”), then Tenant at its sole discretion, may elect to either: (i) terminate this Lease upon thirty (30) days’ prior written notice to Landlord (it being agreed that in

the event Landlord causes the Delivery Conditions to be satisfied within such 30-day notice period, then Tenant's termination notice shall become null and void), or (ii) upon prior written notice to Landlord, make such payment or perform such other act to the extent reasonably necessary to effectuate the satisfaction of the Delivery Conditions, and, in connection therewith, pay expenses and costs to obtain and satisfy the Delivery Conditions. Landlord shall, within thirty (30) days of Tenant's written request therefor, reimburse Tenant for all of Tenant's reasonable costs, charges and expenses incurred in so effectuating the satisfaction of the Delivery Conditions, or, if Landlord fails to make such payment, the Tenant Reimbursement shall be credited against and deducted from any Rent (as defined in Section 3.4) due and payable by Tenant. Notwithstanding the foregoing, if Landlord, after the exercise of its commercially-reasonable efforts, is unable to satisfy the Delivery Conditions by the Outside Termination Date, then Landlord shall be entitled to terminate this Lease upon written notice to Tenant and provided Landlord pays to Tenant within thirty (30) days of Tenant's written request therefor, One Hundred Thousand Dollars (\$100,000.00) for all of Tenant's cost incurred in connection with lease negotiation, due diligence, engineering, development and approvals for the Premises, neither party shall have any further obligation or liability hereunder (and Landlord will return to Tenant any advance payments of rent).

2.2 **Initial Term.** The period of time commencing on the day immediately following the Delivery Date and ending at midnight, local time on the date which is the last day of the tenth (10th) Lease Year (as defined below) following the Rent Commencement Date (as defined below) is hereinafter referred to as the "**Initial Term**". Within fifteen (15) days of the Delivery Date, Landlord and Tenant shall acknowledge in writing the Delivery Date, the first day of the Initial Term, the expiration date of the Initial Term, and other matters by executing the Delivery Date Memorandum in the form attached hereto as **Exhibit C**.

2.3 **Renewal Terms.** Tenant shall have the right to renew this Lease for four (4) additional periods of five (5) years each (each of which is referred to herein as a "**Renewal Term**"), upon the same terms and conditions as the Initial Term except that the number of renewal options shall be reduced by the renewal option then being exercised and any renewal options previously exercised and Base Rent shall be as provided in Section 3.3 hereof. Tenant shall initiate the procedure for the applicable Renewal Term by delivering written notice to Landlord on or before the date which is six (6) months prior to the end of the Initial Term or the applicable Renewal Term. In the event Tenant does not notify Landlord of its intention to renew within the time specified, this Lease shall expire as of the end of the Initial Term or the applicable Renewal Term, as the case may be. The Initial Term and any Renewal Term, if applicable, are referred to herein collectively as the "**Term**".

ARTICLE 3

Rent

3.1 **Rent Commencement Date and Lease Year.** "**Rent Commencement Date**" shall mean the earlier to occur of (i) the date upon which Tenant opens for regular business to the public at the Premises (not inclusive of the Remote ATM Facility) or (ii) the date that is one hundred eighty (180) days after (such 180-day period referred to herein as the "**Buildout Period**")

the later of (a) the Delivery Date or (b) in the event that Tenant waives its right to terminate this Lease pursuant to Section 5.3 or Section 5.4 below prior to the expiration of the termination periods set forth such sections, the date on which all Tenant Improvement Approvals (as defined in Section 5.4 below) have been obtained to Tenant's reasonable satisfaction, and all applicable appeal periods, if any, in connection with any such Tenant Improvement Approvals have expired; provided, however, that in no event will the Rent Commencement Date be later than two hundred seventy days (270) days following the Delivery Date. In the event that Tenant is delayed in its construction or build-out of the Premises during the Buildout Period due to any act or omission of Landlord, its agents, contractors or employees (a "**Landlord Delay**"), then the aforementioned 180-day period shall be extended one (1) day for every day of Landlord Delay. "**Lease Year**" shall mean each consecutive period of twelve (12) full calendar months, following the Rent Commencement Date, provided, however, that if the Rent Commencement Date is a date other than the first day of a calendar month, the first Lease Year shall include that fractional portion of the calendar month in which the Rent Commencement Date occurs and the first full twelve (12) months thereafter, and the last Lease Year shall end on the expiration or earlier termination of this Lease. Once the Rent Commencement Date has been established, the parties shall execute a letter, in the form attached hereto as **Exhibit D**, memorializing the Rent Commencement Date and the last day of the Initial Term.

3.2 **No Rent During Approvals Period.** No Rent shall be payable by Tenant during the Approvals Period, or at any time prior to the Rent Commencement Date.

3.3 **Base Rent.** Tenant shall pay rent ("**Base Rent**") to Landlord in the amounts set forth below for the periods set forth below:

<u>Lease Year</u>	<u>Annual</u>	<u>Monthly</u> (based on 3,000 sq ft) (subject to Section 5.8)
1-5 (Initial Term)	\$20.00 psf	\$5,000.00
6-10 (Initial Term)	\$22.00 psf	\$5,500.00
11-15 (First Renewal Term)	\$24.20 psf	\$6,050.00
16-20 (Second Renewal Term)	\$26.62 psf	\$6,655.00
21-25 (Third Renewal Term)	\$29.28 psf	\$7,320.00
26-30 (Fourth Renewal Term)	\$32.21 psf	\$8,052.50

3.4 **Additional Rent.** The term "**Additional Rent**" shall mean all amounts required to

be paid by Tenant to Landlord under the terms of this Lease other than Base Rent, including without limitation, Tenant's Share of Operating Expenses (as defined below). The term "**Rent**" shall mean Base Rent and Additional Rent.

3.5 **Tenant's Share.** The term "**Tenant's Share**" shall mean Tenant's proportionate share of the Landlord Tract, which, proportionate share is determined by dividing the total square footage of the Premises (assuming 3,000 square feet, but subject to Section 5.8) by the total square footage of all buildings in the Landlord Tract ([72,576] square feet) (Premises Sq. Ft/Landlord Tract Sq Ft.); and therefore Tenant's Share shall be [3,000/72,576] or [4.13%]. Tenant's Share may be subject to adjustment pursuant to Section 5.8 hereof. In the event the square footage of the Landlord Tract is increased or decreased, Tenant's Share of Operating Expenses shall be proportionately reduced or increased.

3.6 **Payment of Rent.** Base Rent shall be paid to Landlord by Tenant in monthly installments in advance on the first day of each calendar month in lawful money of the United States of America without notice or demand by electronic payment using the Automated Clearing House (ACH) system or other similar system. If the Rent Commencement Date or termination date of this Lease is other than the first day of a month, Tenant shall pay a proportionate share of the monthly installment of Base Rent for any partial month. Landlord shall, upon execution of this Lease, provide Tenant with: (a) a fully executed W-9 Form issued by the Internal Revenue Service; and (b) Tenant's Accounts Payable Vendor Automated Deposit Request Form, both of which are attached as **Exhibit E** to this Lease.

3.7 **No Abatement.** Except as otherwise expressly provided in this Lease, no happening, event, occurrence or situation during the Term, whether foreseen or unforeseen, and however extraordinary, shall relieve Tenant from its obligations hereunder to pay Rent, or entitle Tenant to an abatement of Rent.

3.8 **Payment of Rent Upon Assignment of Landlord's Interest.** (a) Landlord shall promptly give written notice to Tenant if Landlord conveys title to the Premises or the Landlord Tract or assigns Landlord's interest in, or its right to receive Rent under, this Lease to a third party, or if any third party other than Landlord is at any time during the Term entitled to collect any amounts payable by Tenant hereunder. Such notice shall be accompanied with information sufficient to show the nature of the transfer of title or assignment of interest and the effective date thereof. Until Tenant receives such written notice from Landlord, payment of Rent by Tenant in accordance with the provisions of Section 3.6 shall satisfy Tenant's obligations under the Lease.

(a) If Landlord gives Tenant written notice that a third party is entitled to receive any payments of Rent and Tenant thereafter pays such sum(s) to the party named in the notice, Tenant shall be deemed to have discharged its applicable payment obligation under this Lease with respect to such sum(s) upon payment to the party named in said notice.

(b) If Landlord's interest in this Lease is ever owned by more than one person, firm, corporation or entity, such parties shall arrange among themselves for the joint execution of a notice specifying one such party or agent and an address therefor for the receipt of notices to Landlord under this Lease and to which all payments to Landlord under this Lease shall be made, and notices delivered and payments made by Tenant in accordance with such jointly executed

notice shall constitute notice and payment to all parties included within the term “Landlord”. Until such time as Tenant receives written notice signed by all such parties constituting Landlord hereunder, payment of Rent by Tenant in accordance with the provisions of Section 3.6 shall satisfy Tenant’s obligations under the Lease.

3.9 Late Charge. If any monthly installment of rent is not paid within ten (10) business days following the date when such rent is due and payable in accordance with this Lease, then Landlord may by written notice to Tenant impose a one-time late charge equal to five percent (5%) of the unpaid installment of rent. Such late charge shall be payable within thirty (30) days of such written notice from Landlord. If any installment of rent remains unpaid for thirty (30) days after such written notice from Landlord to Tenant, then Landlord shall also be entitled to receive interest on such unpaid amount computed from the day that such payment was first due and payable, at a per annum rate equal to the prime rate of interest announced from time to time in the Wall Street Journal plus six percent (6%), or the highest rate permitted by law, whichever shall be lower.

ARTICLE 4

Taxes, Utilities, Operating Expenses

4.1 Taxes. The term “Taxes” shall mean all taxes, assessments, use and occupancy taxes, water and sewer charges, rates and rents, charges for public utilities, excises, levies, license and permit fees and other charges by any public authority, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever, including, but not limited to any rent tax, sales tax, or transaction privilege tax levied, assessed or imposed upon the rent payable to Landlord under this Lease so long as such tax is in the true nature of a rent tax which is levied in lieu of, or as a part of, taxes on the Premises (if and when assessed in the future) which shall or may during the Initial Term (from and after the Rent Commencement Date) and any applicable Renewal Term, be assessed, levied, charged, confirmed or imposed by any municipality, county, state, the United States of America or any other governmental body, subdivision, agency or authority having jurisdiction over the Premises (hereinafter all of the foregoing bodies are collectively referred to as “Governmental Authorities”) upon, or accrue upon the Landlord Tract. Taxes shall not include any personal property tax, income tax, capital levy, estate, succession, inheritance or transfer taxes or similar tax of Landlord; or any income, profits or revenue tax by Governmental Authorities (other than as assessed on gross rents). Taxes shall likewise not include any of the foregoing attributable to the period of time prior to the Rent Commencement Date or after the expiration or earlier termination of this Lease.

4.2 Tenant’s Tax Obligations. Commencing on the Rent Commencement Date and continuing throughout the remainder of the Term, Tenant shall pay to Landlord, as Additional Rent, Tenant’s Share of Taxes. Landlord shall provide to Tenant from time to time an estimate of Tenant’s Share of Taxes, and Tenant shall pay, at the same time as the payment of monthly Base Rent, one-twelfth (1/12) of the annual amount of Tenant’s Share of the estimated amount of annual Taxes on a monthly basis as Additional Rent. Landlord shall, within one hundred twenty (120) days after the end of each calendar year during the Term, send to Tenant an accounting of the actual amount of Taxes, including a calculation of Tenant’s Share thereof (hereinafter referred to as the “Annual Tax Reconciliation”). Within thirty (30) days of receipt of the Annual Tax

Reconciliation, Tenant shall pay to Landlord the difference between the actual amount of such Taxes and the estimated amount previously paid by Tenant, in each case adjusted to reflect Tenant's Share of the same. In the event the estimated amount paid by Tenant exceeds Tenant's Share of Taxes actually incurred in connection with the Landlord Tract, Landlord shall reimburse Tenant such amounts within thirty (30) days, or, alternatively, Tenant may deduct such amounts from the next month's rent then due and owing to Landlord. Taxes that are payable by Tenant for the tax year in which the Rent Commencement Date occurs, as well as during the year in which the Term ends, shall be apportioned as of the Rent Commencement Date so that Tenant shall pay its Tenant's Share of the Taxes payable by Tenant for such periods of time.

4.3 **Tax Contest.** Tenant may, at its sole cost and expense, contest the validity or amount of any Taxes for which Tenant is required to pay pursuant to Section 4.1 above, but only if the Premises are assessed separately for tax purposes. For so long as Tenant diligently pursues any such contest, the payment of the Taxes being contested may be deferred, as permitted by law, during the pendency of such contest; however, Tenant shall be required to pay all such Taxes as and when they are required as a condition of such tax appeal as required by law or local ordinance. Nothing herein contained, however, shall be construed to allow any Taxes to remain unpaid for such length of time as would permit the Premises, the Landlord Tract, or any part thereof, to be sold or seized by any Governmental Authority for the nonpayment of such Taxes. Landlord shall, at the request of Tenant, cooperate in such contest, provided that the same shall be at no out-of-pocket cost to Landlord.

4.4 **Landlord's Accounting for Taxes.** Landlord's accounting for the Annual Tax Reconciliation shall be conclusive and binding upon Tenant unless within one hundred fifty (150) days after receipt of such accounting, Tenant notifies Landlord that it disputes the correctness of such accounting. Notwithstanding any dispute of the Annual Tax Reconciliation, Tenant shall pay the applicable amount due under the Annual Tax Reconciliation within the thirty (30)-day period specified above in Section 4.2, without prejudice to Tenant's position. If such dispute is ultimately determined in Tenant's favor, Landlord shall, within thirty (30) days after such determination, pay to Tenant any amount so overpaid by Tenant, along with Tenant's reasonable expenses (including attorneys' fees) incurred in obtaining the refund, plus interest at a rate of ten percent (10%) per year.

4.5 **Utilities.**

(a) Landlord represents and warrants that all utilities, including, without limitation, electricity, telephone, a water main, and sanitary and storm sewers, are located at the Landlord Tract and are available at the Premises in the Building and are in good working order for Tenant's intended use of the Premises. Tenant shall pay the cost of all utilities servicing the Premises directly to the applicable utility provider, including any costs for separate meters to or serving the Premises. Without limiting the foregoing, Tenant shall have the sole rights to any existing utilities (i.e. water, gas, electricity, sewer connections, meters, etc.) in Suite E-11 for the Premises and shall have no obligation to provide any utilities for the space remaining in Suite E-11. Notwithstanding the foregoing and for avoidance of doubt, Tenant shall be responsible, at its sole cost and expense, for all costs associated with providing utilities to and separate metering for the Remote ATM Facility.

(b) **Service Suspension.** Landlord shall have no right to suspend Tenant's utility services for any reason, including, without limitation, service to the Remote ATM Facility. If, due to any act or omission by Landlord, its agents, employees or contractors, any utility or other service to the Premises is interrupted for two (2) consecutive business days or more and, as a result thereof, Tenant is unable to continue its normal business operations in the Premises, all Rent and other charges payable hereunder shall be equitably reduced for the period during which such interruption exists, taking into account all of the relevant facts and circumstances. In the event of any such interruption of any utility or other service to the Premises, Landlord shall use reasonable diligence to restore such service as soon as practicable.

4.6 **Operating Expenses.** Operating Expenses shall include all direct, actual, and reasonable costs incurred in connection with the operation, inspection, maintenance, repair, servicing and protection of the Building and the Landlord Tract, including, without limitation, maintenance contracts for the Landlord Tract and Common Areas; electrical and plumbing costs (including excavation and repair); exterior painting of the Building; costs of utilities not separately metered to tenants of the Landlord Tract; costs of water and sewer service not separately metered to tenants of the Landlord Tract; premiums paid by Landlord for property damage and liability insurance required under this Lease; property management or administrative fees and expenses, not to exceed five percent (5%) of Base Rent; repairs and maintenance to the Building, the Landlord Tract and the Common Areas; lighting, sweeping, cleaning, removing debris from, snow removal, maintaining, restriping and repairing the parking area and adjacent walks and ways; providing pest control in and about the Building; providing and maintaining landscaping in the Common Areas; and the cost of materials, supplies, tools, and equipment used in connection the foregoing, as applicable, provided that in the case of any such materials, supplies, tools, and equipment used jointly on other property of Landlord, such costs shall be suitably prorated among the Landlord Tract and such other properties.

Notwithstanding the foregoing, Operating Expenses shall exclude the following:

(1) interest, points and fees on debt or amortization on or for any mortgage or mortgages, and all principal escrow deposits and other sums paid on or in respect to any indebtedness (whether or not secured by a mortgage lien) and on any equity participations (including rents and other costs under any ground lease), and all costs incurred in connection with any financing, refinancing or syndication of the Shopping Center, or any part thereof;

(2) costs of improvements to, or alterations of, space leased to or available for lease to any tenant; and costs of maintenance and repairs to other premises in the Shopping Center to the extent Tenant is obligated for the same types of maintenance and repairs to the Building under this Lease;

(3) subject to subparagraph 12 below, depreciation or amortization of any improvements;

(4) the cost of repairing or restoring any portion of the Shopping Center damaged by Hazardous Materials (as defined in Section 13.2) or expenses incurred by Landlord in removing, encapsulating or remediating the effects of Hazardous Materials, in each

case created, caused or permitted by Landlord or its agents or existing within the Shopping Center as of the Effective Date;

(5) the cost of repairs, alterations or replacements required as the result of the exercise of any right of eminent domain;

(6) costs and expenses incurred in connection with leasing space in the Shopping Center, such as leasing commissions, advertising and promotional expenses, legal fees for the preparation of leases, and rent payable with respect to any leasing office;

(7) court costs and legal fees incurred to enforce the obligations of tenants under leases of portions of the Shopping Center, or resulting from the violation by Landlord of the terms and conditions of any lease of space in the Shopping Center;

(8) the cost and expense of correcting structural defects in the construction of the Shopping Center;

(9) property management/administrative/oversight/supervisory fees and expenses together in excess of those specifically permitted in this Section 4.6;

(10) any costs reimbursed by any source or which have been reimbursed by other tenants of the Shopping Center;

(11) any costs which are due to, which result from, or which are exacerbated by, Landlord's gross negligence or willful misconduct or that of its employees, agents or contractors;

(12) the cost of any capital expenditures, meaning any improvements made in, on or about the Shopping Center, major replacements to items such as parking lot lighting, roofs, structural portions of buildings or systems serving buildings; provided however, Landlord shall have the right to include as Operating Expenses all capital expenditures to the Common Areas which are (i) incurred to reduce Operating Expenses (including replacement of worn-out or obsolete improvements), (ii) required to comply with laws (including the Americans with Disabilities Act or a similar successor law ("ADA")) (except to the extent such expenditures are required to comply with Laws in effect prior to the Effective Date, to the extent the Shopping Center or any portion thereof is not in compliance therewith), or (iii) incurred at Tenant's request, so long as such items are amortized or depreciated, as the case may be, over their useful life in accordance with generally accepted accounting principles;

(13) the cost to bring any portion of the Shopping Center into compliance with laws now in effect, and the cost of any penalty or fine due to Landlord's violation of any law;

(14) charitable and political contributions or reserves of any kind;

(15) interest or penalties attributable to late payment by Landlord of any Taxes or Operating Expenses;

(16) legal and professional fees, costs and expenses, judgments, fines, penalties and damages incurred by, imposed upon, or levied against, Landlord (except to the extent specifically permitted elsewhere in this Lease); and

(17) the cost of insurance carried by Landlord in excess of the coverage and amounts required under this Lease.

4.7 **Operating Expenses Budget; Estimated Installments.** On or before sixty (60) days after the end of each calendar year during the Term, Landlord shall provide to Tenant an estimate of Tenant's Share of Operating Expenses and Tenant's respective monthly contribution of Operating Expenses. Commencing on the Rent Commencement Date, Tenant shall pay as Additional Rent in equal monthly installments, in advance, on the first day of each month during such calendar year, without demand, at Landlord's notice address, one twelfth (1/12th) of Tenant's Share of the estimated Operating Expenses for such calendar year, prorated for any partial calendar year.

4.8 **Statements.** Landlord shall, within one hundred twenty (120) days after the completion of each calendar year, send to Tenant an accounting of the actual Operating Expenses including Tenant's Share of such actual Operating Expenses (hereinafter referred to as the "**Annual Operating Expense Reconciliation**") which provides a reasonably detailed breakdown of Operating Expenses by type and by month. Upon determination of the actual Operating Expenses, Tenant shall pay Landlord within thirty (30) days after receipt of the Annual Operating Expense Reconciliation an amount equal to the difference between the actual Operating Expenses and the estimated amount paid by Tenant, in each case adjusted to reflect Tenant's Share of the same. In the event the estimated amount paid by Tenant exceeds Tenant's Share of Operating Expenses incurred by Landlord, the difference will be applied as a credit toward Rent next due and payable, if any, or refunded to Tenant if such credit is either in excess of one (1) month's Base Rent, or is for the last year of the term of this Lease. In no event shall Tenant be required to pay interest on any underpayment made pursuant to this plan for reconciliation. Upon reasonable notice and during normal business hours, Tenant or its representative may review the books and records of Landlord, which set forth the Operating Expenses, and, at Tenant's request, Landlord shall provide copies of same. If the audit alleges that the Annual Operating Expense Reconciliation is inaccurate, Landlord and Tenant shall work together in good faith to resolve any issues disclosed therein. In the event Landlord and Tenant agree, or it is finally determined, that the actual Operating Expenses are more than five percent (5%) less than the Operating Expenses reflected in the statement(s) presented by Landlord which are the subject of the audit, Tenant's reasonable cost of conducting the audit shall be borne by Landlord, and, in all events, Landlord shall reimburse Tenant any overpayments made by Tenant, plus an administrative fee of ten percent (10%) of such excess.

ARTICLE 5

Approvals Period.

5.1 **Documents to be Supplied by Landlord.** Landlord represents and warrants to Tenant that it has previously delivered to Tenant all environmental, geotechnical and/or

engineering reports or studies, surveys, title reports and documents, title policies or other reports relating to the Landlord Tract, and/or any plans or surveys in the possession of Landlord, its property manager or their agents, including, without limitation, all as-built or CAD drawings, all ADA compliance documentation, all open building permits, an ALTA/ACSM land title surveys, any Phase I or Phase II environmental reports (collectively, "**Landlord's Reports**").

5.2 **Title and Survey Review**. During the Approvals Period, Tenant may, but shall not be obligated to, obtain at Tenant's sole expense a commitment for title insurance ("**Commitment**") from a title insurance company selected by Tenant ("**Title Company**") covering Tenant's leasehold estate in the amount of the value of the Premises, together with copies of all Schedule B exception documents, liens, encumbrances and other matters affecting Landlord's title to the Land ("**Title Documents**"). Tenant, at Tenant's sole expense, may also, but shall not be obligated to, obtain during the Approvals Period a current on-the-ground survey ("**Survey**") of the Landlord Tract prepared by a registered public surveyor satisfactory to Tenant and the Title Company, which shall be in form satisfactory to Tenant and Title Company. Prior to the date which is sixty (60) days after the Effective Date (the "**Title Review Period**"), Tenant shall deliver to Landlord written notice of any objection which Tenant may have with respect to matters shown on the Commitment, Survey and/or Title Documents that adversely impact Tenant's use of the Premises or such of the Common Areas as are reasonably necessary for Tenant's use of the Premises ("**Title Objections**"). If Tenant fails to object in writing to any items reflected in such documents within the Title Review Period, then all such items shall be deemed to be Permitted Encumbrances (hereinafter defined). If Tenant timely notifies Landlord of any such Title Objections prior to Tenant's waiver or satisfaction of the same, Landlord shall have fifteen (15) days (the "**Title Cure Period**") following Landlord's receipt of Tenant's written objections in which to remove or cure, to Tenant's reasonable satisfaction, any matters to which Tenant has objected, however, Landlord shall not be obligated to remove or cure Title Objections, nor shall Landlord be obligated to expend any funds to remove or cure any such matter. If Landlord has commenced to cure, and thereafter is diligently pursuing the cure of such Title Objections, but such Title Objections cannot be cured within the Title Cure Period, Tenant shall, without waiving any of its other rights under this Section, have the unilateral right to extend the Title Cure Period by written notice to Landlord until such time as the cure of such Title Objections has been completed or until Tenant, in its sole discretion, determines that such Title Objections cannot be cured within a period compatible with Tenant's intended use of the Premises. If Landlord fails to cure such Title Objections of any updated Commitment during the Title Cure Period or, if Tenant has extended the Title Cure Period and thereafter determines that the Title Objections cannot be cured within the extended Title Cure Period, Tenant shall have the right, at Tenant's election, to (i) terminate this Lease by written notice to Landlord within ten (10) days after the expiration of the Title Cure Period (as the same may have been extended), in which event the parties shall have no further rights or obligations to the other hereunder, or (ii) waive the Title Objections and proceed with this Lease. Tenant shall have the right to object to any exceptions other than the Permitted Encumbrances (as hereafter defined) shown on any updated Commitment that adversely impact Tenant's use of the Premises or such of the Common Areas as are reasonably necessary for Tenant's use of the Premises. Such updated Commitment may be obtained by Tenant at any time prior to the expiration of the Approvals Period. If Landlord fails to cure such Title Objections, Tenant shall again have the right to terminate this Lease, notwithstanding that the Title Review Period may have expired, or Tenant may waive the Title Objections. The time periods for objecting to and curing any additional Title Objections and for terminating the Lease shall be the same as those set forth above, commencing

with the date Tenant receives the updated Commitment. “**Permitted Encumbrances**” shall mean any encumbrances reflected in the Commitment and Title Documents or on the Survey to which Tenant does not object within the Title Review Period (or, in the case of any updated Commitment, prior to the Delivery Date), or to which any objection has been waived by Tenant. If Tenant elects to obtain a Leasehold Owner Policy of Title Insurance, Landlord shall, on or before the Delivery Date, provide the Title Company with an owner’s affidavit sufficient to permit the Title Company to issue, and cause the Title Company to issue to Tenant a Leasehold Owner Policy of Title Insurance without exception for mechanics’ liens and parties-in-possession (other than tenants within the Shopping Center), with all requirements from the Commitment applicable to Landlord having been satisfied, showing no exceptions except for the Permitted Encumbrances, in an amount determined by Tenant.

5.3 **Due Diligence Contingency.** At any time after the Effective Date, and prior to the Delivery Date, Tenant shall have the right, upon 48 hours prior notice to Landlord, to enter upon the Landlord Tract and the Premises to undertake any review or inspection of the Landlord Tract, including the Common Area, and the Premises and matters related to this Lease that it deems necessary, including, without limitation the right to: conduct soil, engineering, environmental and other tests with regard to the Landlord Tract and the Premises; investigate the availability of utilities, the applicable governmental requirements relating to use, signage and construction of improvements at the Landlord Tract, the availability of necessary approvals permits and licenses relating to signage and construction of any improvements; the necessity for any third party approvals, including without limitation approvals of any developer or owners’ association or other tenants of the Landlord Tract; and to determine generally the desirability and utility of the Landlord Tract and the Premises for Tenant’s purposes (the “**Due Diligence Contingency**”). Tenant shall have the right, at any time during the Approvals Period, to terminate this Lease for any or no reason by delivery of written notice to Landlord, in which event, except as set forth in the following sentence, the parties shall have no further rights or obligations to the other hereunder. Tenant shall promptly repair and restore all damage to the Landlord Tract or the Premises caused by Tenant and indemnify and hold Landlord harmless from and against all losses, claims, costs, damages and liabilities arising out of or in connection with any entry upon the Landlord Tract or the Premises by Tenant and its agents, servants, employees and contractors prior to the Delivery Date. Additionally, on or before the expiration of the Delivery Date, Landlord shall provide a Non-Disturbance Agreement in connection with any mortgagee of the Landlord Tract or the Premises in accordance with the provisions of Section 16.23 of this Lease. If Tenant does not deliver written notice to Landlord of its election to terminate this Lease prior to the expiration of the Approvals Period, then the conditions of this Section shall be deemed to have been fully satisfied, and Tenant may not thereafter terminate this Lease pursuant to this Section 5.3.

5.4 **Approvals Contingency.** Within sixty (60) days after the Effective Date, Tenant shall apply for, and shall thereafter use commercially reasonable efforts to obtain: (i) any and all final and nonappealable federal, state and/or local governmental approvals and permits (including without limitation zoning, development, land use, ATM, drive-through, and any other special permits, variances or other discretionary approvals of any kind as determined by Tenant in its sole discretion) required by all regulatory agencies having jurisdiction over the Premises to authorize Tenant to operate at the Premises, including, without limitation, the operation of a branch banking facility at the Premises, upon terms and conditions customary for Tenant’s operation of a branch banking facility in Albuquerque, New Mexico, with interior and exterior ATMs and drive-through

lanes (including, without limitation, “stacking” and access to public streets) (collectively, the “**Development Approvals**”); and (ii) (X) any and all final an nonappealable federal, state, and/or local governmental approvals and permits, including, without limitation a building permit for the construction of the Tenant Improvements (as defined in Section 7.1) and any permits required for Tenant’s particular signage (the “**Tenant Improvement Approvals**”), and (Y) a new branch charter from the Comptroller of Currency and any other regulatory approvals required by applicable Governmental Authorities or reasonably desired by Tenant in connection with its intended use of the Premises (collectively, the “**OCC Approval**”) ((i) and (ii) collectively referred to herein as the “**Approvals Contingency**”).

In the event all the Development Approvals, the Tenant Improvement Approvals, and the OCC Approval (collectively, the “**Approvals**”) are not obtained on terms and conditions satisfactory to Tenant in its sole discretion prior to the expiration of the Approvals Period, Tenant shall have the right, at any time on or before the date which is ten (10) business days following the expiration of the Approvals Period, to terminate this Lease by delivery of written notice thereof to Landlord, in which event the parties shall have no further rights or obligations to the other hereunder. Notwithstanding the foregoing, in the event that Tenant has obtained the Tenant Improvement Approvals, but such approval is conditioned upon the expiration of any applicable appeal period, then Tenant shall provide Landlord with written notice of the date upon which the applicable appeal period(s) will expire and the Approval Period with respect to Tenant Improvement Approvals only shall be automatically tolled until such time as all applicable appeal periods have expired, not to exceed an additional ninety (90) days. If Tenant does not deliver a written notice to Landlord of its election to terminate this Lease pursuant to the provisions of this Section 5.4 within ten (10) business days after the expiration of the Approvals Period, as the same may be extended as provided herein, then the conditions of this Section 5.4 shall be deemed to have been fully satisfied, and Tenant may not thereafter terminate this Lease pursuant to this Section 5.4.

5.5 **Delivery Conditions Contingency.** Any additional work required to satisfy the Delivery Conditions (as defined in Section 6.2) shall be conducted in a good and workmanlike manner in accordance with good industry practice for the type of work in question, in compliance with all applicable laws, codes, ordinances, bylaws or regulations of Governmental Authorities and free of mechanics’ and materialmen’s’ liens. Landlord shall provide Tenant with written notice that Landlord is delivering the Premises to Tenant with all Delivery Conditions satisfied, and Tenant shall have ten (10) business days after receipt of such written notice to inspect the Premises and to provide written notice to Landlord of any deficiency or failure of Landlord to satisfy the Delivery Conditions pursuant to the terms of this Lease (such notice referred to herein as the “**Delivery Deficiency Notice**”). If Tenant provides a timely Delivery Deficiency Notice, then the Delivery Conditions shall not be deemed satisfied until the date that Landlord satisfies any unfulfilled Delivery Conditions and Tenant accepts the Premises in writing pursuant to the foregoing process. If Tenant fails to provide Delivery Deficiency Notice within such ten (10) business-day period, then the Premises shall be deemed delivered and the Delivery Conditions shall be deemed satisfied as of the date of the expiration of such ten (10) business day period.

5.6 **No Landlord's Work.** Except as expressly otherwise provided in this Lease, Tenant accepts the Premises in its existing “**AS IS**” “**WHERE IS**” condition, with all faults, and

without any representation or warranty with respect to merchantability or fitness for a particular purpose.

5.7 **Tenant Improvement Allowance.** Landlord agrees to reimburse Tenant for the cost of the Tenant Improvements, including, without limitation, hard and soft design, space planning, construction drawings, permitting and construction costs and demising wall costs in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00) (the “**Tenant Improvement Allowance**”). Landlord shall pay such amount to Tenant within thirty (30) days after Tenant’s written request therefor, which request shall include (i) an unconditional lien release from Tenant’s general contractor; (ii) copies of paid invoices for the Tenant Improvements; and (iii) a certificate of occupancy or similar document from the applicable governmental authority. If Landlord fails to pay such amount within such thirty (30)-day period, then Tenant, in addition to any and all other remedies, may offset such amount against all Rent until such time as the full amount of the Tenant Improvement Allowance is recouped in full. Any unused Tenant Improvement allowance shall, at Tenant’s option, be applied to Base Rent.

5.8 **Measurement of Premises.** At any time within thirty (30) days of the Rent Commencement Date, either Landlord or Tenant may elect to have its architect remeasure the Premises and the Building based upon the ANSI/BOMA Z65.5-2020 standard; and, if either party disputes the results of the other’s measurement of the Premises and/or the Building, then it shall notify the other party of such objection promptly thereafter; otherwise Landlord’s measurement set forth in this Lease shall be deemed correct. Should Landlord and Tenant not agree with respect to the results of the measurement conducted pursuant to this subsection, they shall jointly appoint an independent firm or person who is experienced in making such measurements whose determination with respect to which measurement is correct shall be final and binding upon the parties and Landlord and Tenant shall share equally in the fees of such firm. Upon resolution of any such dispute, all terms of this Lease dependent upon such measurement (e.g., Base Rent and Tenant’s Share) shall be retroactively adjusted to reflect any increase or decrease in the area of the Premises, and (i) any overpayment of Rent, as defined herein, shall be credited by Landlord against Rent next due from Tenant, and (ii) any underpayment of Rent, as defined herein, shall be added to Rent next due from Tenant. Any re-measurement, and adjustment to monthly installments of Base Rent and Tenant’s Share, shall be set forth on the Rent Commencement Date Letter attached as **Exhibit D**.

5.9 **Remote ATM Facility.** Tenant shall have the right, at its own expense, and in a manner that complies with all applicable laws, ordinances, and regulations, to install the Remote ATM Facility at the location shown on the Site Plan. If approvals of neighboring landowners and/or operators must be acquired for installation of the Remote ATM Facility, Landlord shall use commercially reasonable efforts to obtain said approvals. If the required third-party approvals are not obtained for the location agreed to by Tenant by the end of the Approvals Period, then Tenant shall have the right, at Tenant’s election, to terminate this Lease by written notice to Landlord within ten (10) business days after the expiration of the Approvals Period, in which event the parties shall have no further rights or obligations to the other hereunder.

ARTICLE 6

Landlord's Warranties and Covenants

6.1 **Warranties and Covenants.** Landlord warrants and represents to Tenant that Landlord has full right, power and authority to enter into this Lease. Landlord further warrants that as of the Delivery Date, there shall be no mortgages or other liens (other than the lien for real estate taxes not yet due and payable) affecting the Landlord Tract or the Premises which are superior to this Lease or which could result in the termination of this Lease except those listed on **Exhibit F** attached hereto.

6.2 **Delivery Conditions.** On or before (and as a condition to) the occurrence of the Delivery Date, Landlord shall, at its sole cost and expense, deliver the Premises to Tenant, in its then as-is (except as otherwise set forth in this Lease), but broom-clean, condition, free of occupancy or possession by the Existing Tenant, and with the roof of the Premises in sound, water-tight condition ("**Delivery Conditions**"), at Landlord's sole cost and expense, which Delivery Conditions are specifically subject to Section 16.11 hereof.

6.3 **Condition of Premises Upon Delivery.** Landlord represents that, as of the Delivery Date:

- (a) Landlord shall own fee simple title to the Landlord Tract;
- (b) Neither Landlord nor anyone claiming by, through or under Landlord shall have taken any action, or omitted to take any action, which would cause Tenant to not be able to readily obtain all permits necessary for Tenant to access the Premises as permitted hereunder, obtain the Permits, construct the Tenant Improvements, including, without limitation, a Remote ATM Facility, or occupy or otherwise use the Premises pursuant to Tenant's rights under this Lease;
- (c) The Premises and Common Areas, shall be in compliance with all applicable laws, codes, bylaws, ordinances and other rules and regulations, including, without limitation the ADA, and free and clear of any Hazardous Material and any underground storage tanks;
- (d) The Landlord Tract, and to Landlord's knowledge, the remainder of the Shopping Center, is free and clear of all any restrictions on use of the Premises for the Exclusive Services, as defined below, including, without limitation, any use restrictions of any existing tenants of the Shopping Center as set forth in valid leases between such tenants and Landlord or any other owner of the Shopping Center, except as set forth on **Exhibit H** attached hereto and incorporated herein;
- (e) Any and all representations and warranties of Landlord set forth in this Lease shall be true and correct in all material respects;
- (f) As of the Delivery Date, the Building shall be in sound and weather-tight condition, and the roof covering, roof drains, existing utilities, fire life safety (if any) and existing waste lines shall be in good operating condition;
- (g) The Premises shall be in broom clean condition.

(h) All Landlord Tract and off-site improvements appurtenant to the Landlord Tract, including, without limitation, public and private utility improvements (except as set forth in Section 7.1 below), concrete curb cuts, drives and aprons, and storm water management system, shall have been completed such that Tenant may obtain a building permit and certificate of occupancy for the Tenant Improvements;

(i) In the event that any recognized environmental conditions (“**RECs**”) are identified by Tenant in any Phase I and/or Phase II environmental site assessment reports obtained by Tenant for the Premises or the Landlord Tract (the “**Pre-Existing Hazardous Materials**”), Landlord shall have taken all action required, including remediation of the RECs in accordance with all applicable Environmental Laws (as hereinafter defined), at no expense to Tenant, including, without limitation, any long term inspection, monitoring or maintenance costs for any engineering or institutional controls, and obtaining a permanent solution for the RECs and/or any other comparable “no further action” letters or documentation required under any Environmental Laws. In connection with the foregoing, to the extent any ongoing remediation or monitoring of any RECs is required during the Term or any Renewal Term, the parties shall enter into an access agreement (the “**Access Agreement**”), which such Access Agreement shall include the following terms and conditions: (i) Tenant shall provide Landlord reasonable access to the Premises for the purpose of remediating the RECs and performing monitoring activities; (ii) Landlord’s remediation and monitoring activities shall be conducted in a manner designed to cause the least possible interference with Tenant’s construction or operation of Tenant’s Improvements and business operations at the Premises; (iii) such remediation and monitoring activities shall be at Landlord’s sole cost and expense and in compliance with Environmental Laws; (iv) Landlord shall promptly repair any damage to the Premises in connection with Landlord’s remediation and monitoring activities; (v) Landlord shall indemnify Tenant in connection with the REC and Landlord’s remediation thereof; (vi) Landlord and its agents and contractors shall maintain insurance coverage reasonably acceptable to Tenant; and (vii) all reports and studies issued in connection with Landlord’s remediation of any REC shall be addressed to, and may be relied upon by, both Landlord and Tenant; and

(i) In addition to the foregoing, promptly following the later of the Delivery Date or Tenant’s delivery to Landlord of written notice of satisfaction or waiver of all Approvals, Landlord shall have duly executed, acknowledged and recorded the restriction described in Section 8.4 hereof with the applicable public land records for the Premises.

ARTICLE 7

Improvements and Alterations

7.1 **Initial Improvements**. Tenant shall prepare plans and specifications for improvements, fixtures and equipment, if any, Tenant desires to make (i) to the Premises, including, without limitation, within the Building, as shown on **Exhibit I**, and (ii) for the Remote ATM Facility (collectively, the “**Tenant Improvements**”). Tenant Improvements work shall include demising the Premises from the existing approximately 6,000 square feet space in Suite E-11 of the Building. Prior to commencing any construction of the Tenant Improvements, Tenant shall submit the plans and specifications for the Tenant Improvements to Landlord for approval, such approval to be given to the extent the Tenant Improvements are substantially consistent with **Exhibit I** and otherwise not to be unreasonably withheld, conditioned or delayed. If Landlord

does not provide Tenant with a written disapproval within fifteen (15) days, the plans for Tenant Improvements shall be deemed approved. In the event Landlord does not approve of Tenant's plans and specifications, Landlord shall provide detailed written reasons for such disapproval, and Tenant shall promptly thereafter resubmit the plans and specifications to Landlord, and the process shall be repeated until the plans and specifications have been approved, or deemed approved, by Landlord; provided, however Landlord shall be precluded from making additional comments to the plans and specifications after its initial review and comment. Landlord shall give access and entry to the Premises to Tenant and its contractors to investigate the Premises, perform such work or install Tenant's fixtures and equipment prior to the Commencement Date. Landlord shall not charge Tenant any supervisory fee or move-in fee in connection with either the Tenant Improvements, or Tenant's taking possession of, relinquishing possession of, or otherwise using, the Premises prior to the Rent Commencement Date. Tenant shall have no responsibility or liability for making any modifications to the Common Area (including modifications to comply with the ADA) in connection with the Tenant Improvements (unless such modifications are required solely because of Tenant's specific use of the Premises and would not have been required in connection with any build-out of similar scope for general retail purposes, or such modifications are required solely to extend utilities to the Remote ATM Facility), and any such required modifications shall be made by Landlord at Landlord's sole cost (and not charged back to Tenant as an Operating Expense), and if the need for such modifications delays completion of the Tenant Improvements, then such delay shall constitute a Landlord Delay as described in Section 3.1. At any time during the Term, Tenant shall have the right to install, without Landlord's consent, blast-resistant, anti-fragmenting window film on the interior surfaces of the windows on the Premises or any portions thereof, at Tenant's sole cost and expense and in compliance with all applicable laws, rules and regulations. The provisions of this Section 7.1 are specifically subject to Section 16.11 hereof.

7.2 **Alterations.** Except for Tenant's initial buildout of the Premises, Tenant shall make no structural alterations to the Premises ("**Subsequent Improvements**"), unless and until such work has been approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. If Landlord has not responded to Tenant's request for approval within fifteen (15) days, then Tenant's request shall be deemed approved. All alterations or improvements made by Tenant, including Tenant's trade fixtures, equipment, appliances, and other movable personal property including, without limitation, lighting fixtures, track lighting, appliances, counters, desks, tables, booths, chairs, safe boxes, and wall decorations shall remain the property of Tenant. Tenant may, but shall not be obligated to, remove all or any portion of the Subsequent Improvements, and Tenant shall be not obligated to remove any cabling or vaults or vault structural supports which are affixed to or integrated into the Building, prior to or upon the expiration or earlier termination of this Lease, provided that Tenant repairs any damage to the Premises caused by such removal.

7.3 **Construction Standards and Liens.**

(a) **Standards.** Tenant Improvements and Alterations shall be performed, in accordance with the following standards ("**Construction Standards**"):

- (1) Construction of Tenant Improvements or Alterations shall be performed in a good and workmanlike manner in accordance with good industry practice for the type of work in question.

(2) Construction of Tenant Improvements or Alterations shall be done in compliance with all applicable deed restrictions, building codes, ordinances and other laws or regulations of Governmental Authorities.

(3) Tenant shall not commence construction of any Tenant Improvements or Alterations until all licenses, permits and authorizations required for such Tenant Improvements or Alterations by all Governmental Authorities having jurisdiction have, at Tenant's expense, been obtained.

(4) Tenant shall have obtained and shall maintain in force and effect the insurance coverage required hereunder with respect to any Tenant Improvements or Alterations.

(5) After commencement, construction of Tenant Improvements or Alterations shall be prosecuted with due diligence to completion.

(6) During the progress of the Tenant Improvements or Alterations to be done by the Tenant hereunder, said Tenant Improvement or Alteration shall be subject to inspection by representatives of the Landlord who shall be permitted reasonable access and the opportunity to inspect at reasonable times mutually agreed to by the parties upon prior reasonable notice and compliance with Tenant's security regulations.

(b) **Mechanic's and Materialmen's Liens.** Tenant shall have no right, authority or power to bind Landlord or any interest of Landlord in the Premises or the Landlord Tract for any claim for labor or for material or for any other charge or expense incurred in constructing any Tenant Improvements or performing any Alterations with regard thereto, nor to render Landlord's interest in the Premises liable for any lien or right of lien for any labor, materials or other charge or expense incurred in connection therewith. Tenant shall not be considered the agent of Landlord in the construction, erection or operation of any Tenant Improvements or Alterations. Tenant will indemnify, defend and save Landlord, its agents or employees, harmless from and against any and all bills for labor performed and equipment, fixtures and materials furnished to Tenant and from and against any and all liens, bills or claims therefor or against the Premises or the Landlord Tract and from and against all losses, damages, costs, expenses, suits and claims whatsoever to the extent caused by any such Tenant Improvement or Alteration, including, without limitation, any liability or charge for sales or other taxes imposed or demanded for labor or materials in connection therewith. If any liens or claims for labor or materials supplied or claimed to have been supplied to the Premises are filed, Tenant shall diligently pursue the release or discharge thereof, or may contest the same in good faith.

7.4 **Tenant's Equipment.** The term "**Tenant's Equipment**" means all trade fixtures and personal property, including, without limitation, furnishings, furniture, equipment, sign faces, automatic teller machines ("**ATMs**"), computers, computer related equipment on property, liebert units, cabling, tubing, pneumatic tubing, safes, halon systems, vaults, security systems, communications equipment and other equipment or property in connection with Tenant's business operations at the Premises. Tenant, or an affiliate or subsidiary of Tenant, shall be the sole owner or lessee of the ATMs located at or with respect to the Premises, including the Remote ATM Facility, and shall be in sole control of the nature and scope of the operation of such ATMs. The

ATMs shall not be construed as fixtures, but instead are the personal property of Tenant or its affiliate or subsidiary. Landlord acknowledges that the ATMs may contain data about Tenant's customers that is subject to federal confidentiality requirements, and Landlord agrees that it shall under no circumstances have the right to take control or possession of the ATMs or otherwise access any data stored on the ATMs.

7.5 **Ownership and Removal of Tenant's Equipment.** Tenant's Equipment shall be solely the property of Tenant. On or before the expiration or termination of the Term, Tenant shall remove all Tenant's Equipment from the Premises and repair any damage caused by such removal. If Tenant fails to remove all Tenant's Equipment within such thirty (30) day period, all of Tenant's Equipment remaining on the Premises shall become the property of Landlord without any credit or compensation to Tenant (except, however, that in no event shall any ATM be considered or become the property of Landlord and in all events Tenant shall be responsible for all costs associated with the removal and repair of any damage caused by the removal of such ATM(s), whether incurred by Tenant directly or incurred by Landlord upon Tenant's failure to timely remove such ATM(s)).

7.6 **No Continuous Operation Requirement.** Notwithstanding anything contained in this Lease to the contrary, Tenant shall not be required to remain open and operating or to continuously operate its business at the Premises. Nothing contained in this Section 7.6 shall be construed as a right of Tenant to discontinue payments of Rent due and owing to Landlord.

ARTICLE 8

Use, Maintenance and Repairs

8.1 **Use.**

(a) Subject to the terms and provisions hereof, Tenant shall have the right to use and enjoy the Premises for one or more retail financial services of any type, including, without limitation, banking, mortgage lending, insurance, securities services, savings and loan, financial services organization, pay day loan company (or other commercial or personal lender), trust company, credit card company, wealth management, drive-through capability, general office use, ATM facilities, parking, a Remote ATM Facility, wealth management, and/or any other lawful purpose, excluding any pre-existing exclusives or prohibited uses. Tenant shall not use or occupy, knowingly permit the Premises to be used or occupied, nor do or knowingly permit anything to be done in or on the Premises in a manner which would violate any of the exclusive rights or prohibited uses set forth on Exhibit H hereto. In no event shall Tenant have any obligation to open or operate at the Premises.

(b) Landlord represents and warrants to Tenant that, except as disclosed by Exhibit H, (i) Tenant's proposed use of the Premises as set forth in this Section 8.1 is not prohibited by and does not and shall not violate any exclusive use, prohibited use or other agreement binding Landlord, the Landlord Tract, and/or the Premises, (ii) there is no litigation or threatened litigation known to Landlord which would affect Tenant's proposed construction of the Tenant Improvements contemplated by Tenant for such use, (iii) there are no restrictions on utilities

known to Landlord, which could adversely affect construction of Tenant's contemplated Tenant Improvements or Tenant's intended use of the Premises, (iv) there are no moratoria or other restrictions known to Landlord which would adversely affect the design, permitting, and construction of Tenant's Improvements, and (v) to Landlord's knowledge, no third party or Governmental Authority other than the City of Albuquerque, has approval rights over Tenant's use, elevations or signage, or other improvements to be constructed by Tenant at the Premises.

8.2 **Tenant's Maintenance and Repairs.** Subject to Landlord's obligations hereunder, including, without limitation, pursuant to Sections 4.6 and 13 hereof, Tenant shall maintain and repair the interior, non-structural portions of the Premises, including, without limitation, any ATMs (whether internal or remote) throughout the Term and any Renewal Term. In no event shall Tenant be responsible for structural repairs to the Premises or any portion of the Building or Shopping Center, including the Common Areas, except as otherwise specifically set forth herein. Tenant shall be responsible for maintenance, repair and replacement of the HVAC (Landlord shall assign to Tenant all HVAC warranties), plumbing, mechanical, electrical and other systems, to the extent they exclusively serve the Premises.

8.3 **Landlord's Maintenance and Repairs.**

(a) Landlord shall repair, replace, and maintain (or cause to be repaired, replaced and maintained) in good order and in a first class manner (i) the structural portions of the Building and Landlord Tract (including the Premises) (exclusive of all interior glass, doors, door equipment and windows, but including without limitation the roof structure, roof surface, exterior walls, foundation and slab); (ii) all electric, water, sewer and other utility lines and connections, conduits, pipes, catch basins, manholes, poles, lighting fixtures and other related facilities situated outside of the Premises and those situated inside of the Premises which do not exclusively serve the Premises; (iii) the Common Areas, including landscaping and removal of accumulations of debris and snow; and (iv) the exterior of the Building, the Premises and other buildings in the Landlord Tract, including exterior painting.

(b) **Cost of Repairs.** The costs and expenses incurred by Landlord in fulfilling its obligations under Section 8.3(a) above (except under clause (i) thereof, unless otherwise permitted under Section 4.6) may be included in Operating Expenses to the extent permitted by Section 4.6 above.

(c) **Failure to Repair.** If Landlord shall fail to make (or cause to be made) any repair to the Premises or the Common Areas serving the Premises within thirty (30) days after notice from Tenant, or in the event of an emergency, promptly after Tenant has reasonably attempted to notify Landlord, Tenant shall have the right to perform such obligation at the sole cost of Landlord. Landlord shall repay to Tenant the amount expended therefor, within thirty (30) days after receiving Tenant's paid receipt for such repair. In the event Landlord fails to repay such amount to Tenant as provided above, then, without limitation as to Tenant's other remedies, Tenant shall have the right to offset any such amounts owed to Tenant by Landlord, plus accrued interest thereon at the rate of ten percent (10%), against Rent payments due Landlord until such time as the full amount so incurred by Tenant has been recouped in full. Notwithstanding the foregoing, and without limitation, any leaks or damage from the roof to any water or sanitary drain line located in the plenum of the Premises shall be deemed an emergency which Tenant shall have the right to

repair upon notice and Landlord's failure to remedy such leak or damage within 12 hours after such notice, and Tenant shall be reimbursed by Landlord in accordance with the provisions of this Section.

8.4 **Exclusive Use.**

(a) Within thirty (30) days of the Delivery Date, Landlord shall create and deliver to Tenant for its reasonable approval a document ("**Exclusive Use Notice**") in recordable form providing that, subject to the terms of the leases and other documents underlying the existing uses and recorded restrictive covenants identified in Exhibit H hereto (the "**Pre-Existing Permitted Uses**"), Tenant shall have the exclusive right within all portions of the Shopping Center owned, leased, managed or otherwise controlled by Landlord or any affiliate or subsidiary of Landlord, including, without limitation, the Landlord Tract, to operate (the following defined as the "**Exclusive Services**") as a retail banking institution, consumer banking institution, savings and loan association, credit union, stock brokerage company or other financial planning or wealth management company, and/or operation of exterior and interior ATM and/or drive-through facilities, both directly and through subsidiaries and affiliates, including without limitation providing banking, mortgage lending, and securities services, and that no other third party (including without limitation, any drive-through facility or ATM) shall be allowed to operate or perform any Exclusive Services in or on any land owned, leased, managed or otherwise controlled by Landlord or any affiliate or subsidiary of Landlord at the Shopping Center. Upon Tenant's approval of the Exclusive Use Notice, but subject to Section 6.3(j), Landlord shall record the Exclusive Use Notice. Landlord shall enforce such restriction and exclusive right of Tenant herein, and (without limitation) cause all such other tenants or occupants of the Landlord Tract to comply with such restriction during the Term; provided, however, that such restriction and exclusive right shall not be applicable to the extent Landlord is unable to enforce them under restrictive covenants, agreements or leases in effect as of the Effective Date.

(b) In the event there is any breach under Tenant's right to the Exclusive Services as set forth above, Landlord shall use diligent efforts to cause such breach to be cured as soon as reasonably possible and all Rent payable hereunder shall be reduced by fifty percent (50%) commencing as of the date which is (i) fifteen (15) days after Tenant's written notice to Landlord of such breach, if the breach results from Landlord's acts or failure to act, or (ii) forty-five (45) days after Tenant's written notice to Landlord of such breach, if the breach is due solely to the acts of a third party, including a so-called "rogue tenant", and for so long as such breach shall continue and up to twelve (12) months following the date of Tenant's notice to Landlord regarding such breach (after which period, Tenant shall resume paying monthly Base Rent without reduction). Further, in the event such breach continues for a period of eight (8) months following the date of Tenant's notice to Landlord regarding such breach, Tenant shall have the right to terminate this Lease by written notice to Landlord delivered on or before the date which is thirty (30) days following the last day of such eight (8) month period, but in no event following such time as the breach has been cured. Nothing contained herein shall waive any of Tenant's rights to seek specific performance of Landlord's agreements under this Section 8.4 or other equitable relief.

8.5 **Prohibited Uses.** Except to the extent such uses are already in place, Landlord shall not allow, consent to, or permit within the Landlord Tract any use, other than a non-conforming use, that is not allowed under the zoning then applicable to the Landlord Tract.

8.6. **Necessary Access.** Notwithstanding any contrary provision of this Lease, if any of the curb cuts/drive aisles/areas designated as “Necessary Access” on the Site Plan are closed for any reason other than a temporary closures for repairs or to prevent dedication to the public, and such closure has a material adverse impact on Tenant's business at the Premises, and such Necessary Access is not replaced with substantially equivalent access, then all Rent shall abate during the period of such closure, and if such Necessary Access is not replaced with substantially equivalent access within sixty (60) days following written demand by Tenant, then Tenant shall have the right to terminate this Lease by providing Landlord a written termination notice prior to the date such Necessary Access is restored or substantially equivalent replacement access is provided.

8.7 **Parking Rights.** Landlord acknowledges that it is a material term of this Lease that Tenant has the non-exclusive right to the Parking Rights, in common with other tenants and occupants of the Shopping Center, for the entire Term of this Lease and that it would be impracticable and extremely difficult to fix the actual damages for a breach of such provisions. If Tenant’s right to a material number of the parking spaces available as of the Effective Date for Tenant’s use (meaning twenty percent (20%) or more of such spaces, or so many spaces so as to leave Tenant with fewer spaces than the number required by applicable law) are not available to Tenant for fifteen (15) or more days after Tenant’s written notice to Landlord, except to the extent such unavailability is caused, or consented to, by Tenant, then (i) Tenant shall thereafter be entitled to an abatement of Base Rent equal to fifty percent (50%) of the Base Rent then payable under this Lease, which abatement shall remain in effect until such parking spaces are restored for Tenant’s use, and (ii) if the unavailable parking spaces have not been restored by the date which is sixty (60) days after Tenant’s written notice, then Tenant may elect to terminate this Lease by giving written notice of such termination to Landlord prior to the restoration.

ARTICLE 9

Insurance and Indemnity

9.1 **Tenant’s Insurance.**

(a) As of the Delivery Date and thereafter throughout the Term, Tenant shall maintain at its sole cost and expense, the following policies of insurance upon the Premises (including without limitation any Tenant Improvement and any Alteration requested by Tenant): (i) commercial general liability insurance including broad form property damage, collapse and underground hazards (XCU), independent contractor, products and completed operations coverage and contractual liability, with limits of not less than \$3,000,000.00 per occurrence for bodily injury, personal injury, death, and property damage with respect to the Premises, including the Landlord and any mortgagee of Landlord as additional insureds, and (ii) fire and extended coverage insurance, including Special Causes of Loss , including plate glass and builder’s risk insurance during any period of construction, covering Tenant’s personal property and all Tenant Improvements and Alterations at and to the Premises on a full replacement cost basis. Tenant shall provide Landlord on or before the Effective Date, access to a web-based memorandum of insurance evidencing such coverages. Tenant shall provide notice to Landlord of any termination of any such policy.

(b) During the Term of this Lease, including while Tenant's Improvements and Alterations are being constructed, Tenant shall maintain or cause to be maintained worker's compensation insurance, disability and other similar insurance for all persons employed by Tenant, or employed by its contractors in connection with Tenant's Improvements and Alterations, in at least minimum amounts required by statute.

(c) **Self Insurance.** Landlord hereby agrees that Tenant may be a self-insurer as to the Premises with self-insurance covering the same casualties and perils as described in this Section 9.1 above, provided that Tenant maintains a tangible net worth of not less than \$100,000,000.00.

9.2 **Landlord's Insurance.** Landlord shall procure and maintain during the Term such policies of insurance, the cost of which shall be included in Operating Expenses, upon the Landlord Tract in such amounts, scope, and coverage as shall be comparable to that carried by other landlords of comparable projects, including without limitation, (a) commercial general liability insurance with not less than Three Million Dollars (\$3,000,000.00) combined single limit for both bodily injury and property damage, (b) Special Causes of Loss insurance in an amount sufficient to cover the replacement cost of all real property improvements contained within the Landlord Tract (exclusive of all personal property and equipment of Tenant) (collectively, the "**Improvements**"), and (c) at Landlord's option, reasonable rent interruption insurance (for not more than 12 months' coverage for all amounts to be paid hereunder by Tenant) to cover the rent abatement and Lease termination provisions contained in this Lease. Notwithstanding the foregoing, (i) Landlord may maintain such policy or policies with deductibles consistent with other similar class, quality and age research and development parks in Albuquerque, New Mexico, and (ii) Landlord shall not be obligated to maintain an insurance policy or insurance policies in amounts or of types that are commercially unreasonable. Landlord may provide any of the foregoing insurance through one or more blanket policies of insurance covering multiple properties. At Tenant's request, Landlord shall provide Tenant reasonably satisfactory evidence that such policies of insurance are in full force and effect. All loss payable under such policies shall be payable to Landlord or any Holder of which Tenant has received notice. Landlord shall be entitled to reimburse itself directly out of the net insurance proceeds for any direct costs incurred by Landlord in connection with a casualty or other damage or a restoration necessitated thereby.

9.3 **Waiver of Subrogation.** Landlord and Tenant agree to mutually waive subrogation of insurance to be kept and maintained in force by the respective parties hereto, shall, unless prohibited by law or other regulation having the effect of law, contain provisions in which the rights of subrogation against the Landlord and Tenant are waived by the insurance company or carriers insuring the Premises or any of the Improvements thereon. Landlord expressly waives any right of recovery against Tenant for damage to or loss of the building or other improvements on the Premises, which loss or damage may arise by fire or any other peril covered by any policy of insurance required to be maintained pursuant to this Lease which contains or is required to contain waiver of subrogation rights against Tenant pursuant to this Section, and Landlord shall make no claim for recovery against Tenant therefor. Tenant expressly waives any right of recovery against Landlord for damage to or loss of its fixtures, improvements, or other property located at the Premises, which damage or loss may arise by fire or any other peril covered by any policy of insurance maintained or required to be maintained pursuant to this Lease which contains or is required to contain a waiver of subrogation right against Landlord as set forth in this Section, and

Tenant shall make no claim for recovery against Landlord therefor, except if such casualty or damage was caused by Landlord or any affiliate, employee, contractor, or agent of Landlord.

9.4 **Tenant's Indemnity.**

(a) Tenant agrees to indemnify, defend, and hold Landlord harmless from and against any and all direct claims asserted by third parties as the result of or arising out of: (i) Tenant's negligent use or occupancy of the Premises, the Landlord Tract, including the Common Areas or any part thereof; (ii) the carelessness, negligence or improper conduct of Tenant or any of its agents, contractors, employees or licensees; or (iii) any breach or default in the performance of any obligation to be performed by Tenant under this Lease.

(b) Tenant further agrees to indemnify, defend and hold Landlord harmless from and against all direct and actual costs, damages, expenses, losses, fines, liabilities and reasonable counsel fees paid, suffered or incurred as a result of any of the above described claims or any actions or proceedings brought thereon; and in the event any action or proceeding is brought against Landlord by reason of any such claim, upon notice from Landlord, Tenant agrees to resist or defend at Tenant's expense such action or proceeding by counsel reasonably satisfactory to Landlord.

9.5 **Landlord's Indemnity.**

(a) Landlord agrees to indemnify, defend, and hold Tenant harmless from and against any and all claims asserted by third parties as the result of or arising out of (i) the negligence or improper conduct of Landlord or any of its agents, contractors, and employees on or about the Premises or the Landlord Tract, including, without limitation, the Common Areas; and (ii) any breach of representation or warranty of Landlord or default in the performance of any obligation to be performed by Landlord under this Lease.

(b) Landlord further agrees to indemnify, defend and save Tenant harmless from and against all direct and actual costs, damages, expenses, losses, fines, liabilities and reasonable counsel fees paid, suffered or incurred as a result of any of the above described claims or any actions or proceedings brought thereon; and in case any action or proceeding is brought against Tenant by reason of any such claim, upon notice from Tenant, Landlord agrees to resist or defend at Landlord's expense such action or proceeding by counsel reasonably satisfactory to Tenant.

ARTICLE 10

Casualty Loss

10.1 **Casualty.** Except where this Lease shall be terminated by either Landlord or Tenant pursuant to this Article 10, should the Premises, the Landlord Tract or the Common Areas serving the Premises (the "**Casualty Restoration Areas**") be wholly or partially destroyed or damaged by fire or any other casualty, then Landlord shall promptly commence and thereafter pursue to completion full restoration of the affected Casualty Restoration Areas to their condition existing immediately prior to such fire or other casualty, subject to the following sentence.

Landlord's duty to restore the Casualty Restoration Areas hereunder shall include all Subsequent Improvements for which Landlord's approval has been received, but only to the extent insurance proceeds are available to Landlord for any Tenant Improvements or such Subsequent Improvements (provided that Landlord shall have no obligation to insure any Tenant Improvements, Subsequent Improvements, or other alterations or improvements), and Landlord shall have no obligation to restore any of Tenant's personal property and equipment. Effective as of the date of such fire or other casualty to the Casualty Restoration Areas, Rent and all other charges payable by Tenant hereunder shall abate in proportion to the degree of interference with Tenant's use and enjoyment of the Premises for the permitted uses, calculated from the date of the fire or other casualty until the date the restoration of the affected Casualty Restoration Areas is complete (and in the case of damage to the Premises, until Tenant has been given a reasonable opportunity to re-occupy the space its use). Except as expressly provided in this Lease, Landlord shall have no liability to Tenant for damage to any of Tenant's improvements, alterations, fixtures, or Tenant's other property, for loss of use of the Casualty Restoration Areas or any part thereof, or for any damage to or interference with Tenant's business, loss of profits, or for any disturbance to Tenant caused by any casualty or the restoration of the Casualty Restoration Areas following such casualty or other cause.

10.2 **Right to Terminate.** Landlord shall have ninety (90) days after the date of the fire or other casualty (the "**Assessment Period**") to assess the damage to the Casualty Restoration Areas to determine available insurance proceeds, obtain estimates for restoration of the Casualty Restoration Areas, and the like, and to determine, in Landlord's reasonable discretion, whether to terminate this Lease (together with all of the leases for the Building affected by the casualty) on the grounds that restoration is not economically feasible. On or before the end of the Assessment Period, Landlord shall provide notice to Tenant of Landlord's election to either terminate this Lease (together with all of the leases for the Building affected by the casualty) or proceed with restoration. If Landlord elects to proceed with restoration, Landlord shall provide Tenant with a reasonable estimate of the time necessary for substantial completion of restoration of the Casualty Restoration Areas (the "**Restoration Notice**"). Tenant shall have the right, effective upon delivery of written notice to Landlord not later than thirty (30) days after the date of Landlord's Restoration Notice, to terminate this Lease in any case of fire or other casualty damage to the Casualty Restoration Areas (except that Tenant shall not have the right to terminate this Lease if the casualty was caused by the negligence or wrongful act of Tenant or any subtenant or the agent, employee, contractor or invitee of any of them), resulting in (a) a material interference to Tenant's business operations (i) which, per the Restoration Notice, is not reasonably estimated to be restored within one hundred twenty (120) days of the expiration of the Assessment Period or (ii) which occurs during the last twelve (12) months of the Term, or (b) fire or other casualty damage to the Premises which renders more than twenty percent (20%) of the Premises unusable for the Tenant's actual use thereof prior to the casualty (consistent with the permitted uses under this Lease) and (i) which, per the Restoration Notice, is not reasonably estimated to be restored within twenty (120) days of the expiration of the Assessment Period or (ii) which occurs during the last twelve (12) months of the Term.

10.3 **Tenant's Remedies.** If Landlord shall be obligated to restore the Casualty Restoration Areas under the provisions of this Article 10 and shall not diligently pursue such repair or reconstruction after the Assessment Period, including applying for and diligently pursuing the issuance of all necessary permits, inspections, and approvals from appropriate governmental

entities necessary for the commencement of such repair or restoration, prior to the expiration of the Assessment Period, and if such failure becomes a Landlord Default as provided in Section 15.3, Tenant may, at Tenant's option and in addition to the other remedies available to Tenant under this Lease, terminate this Lease.

10.4 **Termination - Advance Payments and Insurance Proceeds.** Upon termination of this Lease pursuant to this Article 10, advance Rent and any other advance payments made by Tenant to Landlord, shall be refunded to Tenant. All excess insurance proceeds shall be retained by (or paid to) the party maintaining the insurance policy giving rise to such proceeds; provided that, upon any termination by Tenant pursuant to Section 10.2 other than a termination based on a casualty occurring during the last twelve (12) months of the Term, Tenant shall remit to Landlord within ten (10) days from the effective date of termination, regardless of the adequacy of the proceeds received by Tenant from insurance required to be maintained pursuant to this Lease, an amount equal to the Tenant Improvement Allowance, multiplied by a fraction, the numerator of which is the number of full months remaining in the Term as of the date of termination, and the denominator of which is the number of months in the Term.

10.5 **Waiver of Statutory Provisions.** Landlord and Tenant agree that the provisions of this Article 10 and the remaining provisions of this Lease shall exclusively govern the rights and obligations of the parties with respect to any damage or destruction to any portion of the Casualty Restoration Areas and hereby waive any statutory or common law rights or provisions inconsistent herewith.

ARTICLE 11

Condemnation

11.1 **Condemnation.**

(a) In the event the whole of the Landlord Tract shall be taken under the power of eminent domain, or sold to prevent or under the threat of the exercise thereof (collectively, a "**Taking**"), this Lease shall automatically terminate as of the date of such Taking. For purposes of this Lease, the date of Taking shall be the earlier of the date of transfer of title resulting from such Taking or the date of transfer of possession resulting from such Taking.

(b) If any portion of the Premises or material Parking Rights are subject to a Taking, and such Taking renders the Premises unusable in Tenant's judgment, then Tenant may, at its option, terminate this Lease by giving written notice to Landlord within thirty (30) days after such taking or conveyance, whereby this Lease will terminate thirty (30) days from the date of such notice and Rent payable under this Lease will be duly apportioned as of the date of such taking or conveyance. In such event, Tenant will surrender the Premises and all interest under this Lease to Landlord, subject to the terms of Section 11.1(e) hereof. If Tenant does not exercise the option to terminate this Lease, Landlord and Tenant will agree on equitable adjustment of the Rent payable by Tenant as a result of such taking.

(c) If this Lease is not cancelled pursuant to Section 11.1(b), then it shall remain in full force and effect with respect to the remainder of the Landlord Tract (including the Premises) and

the Common Areas, and Landlord, at its sole cost and expense shall, to the extent reasonably possible, repair, alter and restore the Premises, the Common Areas, and the Landlord Tract to substantially their former condition so as to constitute complete, integrated and economically sound architectural structures, and parking, maneuverability and drive through areas, subject to such changes or additions as may be necessary as a result of such taking. The Rent shall be equitably adjusted from and after the date of the taking to reflect the effect of the taking. During the period beginning with such taking and ending on the date of substantial completion of the repairs, alterations, or restorations of the Premises, the Base Rent hereunder shall be abated for the period and also to the extent that the Premises shall be unusable for Tenant's business.

(d) If any Taking occurs, Tenant may separately claim and recover the value of the following:

(i) Damage to its trade fixtures, furniture and furnishings, equipment and personal property;

(ii) Any claims now or hereafter permitted by applicable law for costs of removal from condemned premises or relocation; and

(iii) Any claims now or hereafter permitted by applicable law for loss or interruption of Tenant's business.

(e) Landlord agrees that Landlord and Tenant shall each be entitled to prove their own independent claims based upon their respective interests as herein provided. Landlord and Tenant shall have the right to participate with counsel of their own choice and settle their condemnation award without the prior consent of the other party. Each party shall keep its own award, or if only one award is given by the condemning authority for all interests in the Premises, such award shall be apportioned between Landlord and Tenant as their respective interests may appear as specified in this Section 11.1, and as specifically provided by such condemnor pursuant to such award.

ARTICLE 12

Assignment and Subletting

12.1 **Tenant's Right to Assign; Permitted Occupants.**

(a) Tenant may, upon prior notice but without the prior consent of Landlord, assign this Lease or sublet the Premises (or any portion thereof) to any (i) state or national banking association, (ii) state or federal savings and loan association, savings bank or other financial institution, (iii) affiliate, parent, subsidiary or successor of Tenant or JPMorgan Chase & Co. by merger, consolidation, acquisition or purchase of all or substantially all of the assets of Tenant, or (iv) or any entity acquiring a substantial number of Tenant's retail branch operations in the State of New Mexico (each, an "**Affiliated Transferee**"). In the event Tenant assigns this Lease to an Affiliated Transferee, Tenant shall not be deemed released from its duties and obligations hereunder.

(b) Tenant may assign its rights hereunder or sublet the Premises (or any portion thereof) to any other party upon receipt of Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Landlord's right to consent to any assignment of Tenant's rights under this Lease or sublet of the Premises shall include (i) the character, reputation and financial strength of the proposed transferee, (ii) compliance or compatibility of the proposed use with any deed restrictions or other leases affecting the Landlord Tract. Landlord shall indicate its written approval or disapproval of any proposed transferee within twenty (20) days after receipt of Tenant's notice of the proposed transfer, which notice shall include the identity of the proposed transferee and reasonably sufficient information as to the proposed use to enable Landlord to evaluate such transferee's character, reputation, and financial strength and to determine compliance of the intended use. If Landlord fails to indicate its approval or disapproval within such twenty (20) day period, and such failure continues for five business days following receipt of a second notice, Landlord shall be deemed to have approved the requested transfer. In the event Tenant assigns this Lease in accordance with this Section 12.1(b), Tenant shall not be deemed released from its duties and obligations hereunder.

12.2 **Sublease.**

(a) Any sublease of the Premises or any portion thereof shall specifically provide that the sublessee's rights under such sublease are subject to Landlord's rights under this Lease, and shall provide that upon a termination of this Lease or of Tenant's right to possession of the Premises, such sublease may continue, at Landlord's election, in effect as a direct lease between Landlord and the sublessee, provided that (i) the sublessee attorns to Landlord, (ii) Landlord shall not be responsible for the return or repayment of any security or other deposits made by such sublessee with Tenant unless Tenant has turned the same over to Landlord, and (iii) Landlord shall not be liable or responsible for the cure or remedy of any breach, violation or default on the part of Tenant under any such sublease to the extent the same occurred prior to termination of this Lease or of Tenant's right to possession of the Premises. Tenant shall give a copy of each sublease to Landlord upon written request therefor by Landlord from time to time.

(b) Notwithstanding anything to the contrary contained in this Lease, the following shall not be considered a sublease for purposes hereof: (X) any license or sublet of a de minimis (which, for purposes of this paragraph, shall mean 500 square feet or less) portion of the Premises giving other persons, firms or corporations the right to sell and/or provide services at the Premises, provided and on condition that (i) any such licensing, subletting and granting of concessions shall be subject to the applicable terms and conditions of this Lease, and (ii) written notice of such license agreement, sublease or concession agreement is given to Landlord (with a fully executed copy of any such license agreement, sublease agreement or concession agreement submitted to Landlord upon Landlord's request therefor), and (Y) any occupancy by concessionaires, franchisees or licensees of de minimis floor space at the Premises (any such licensee, franchisee, concessionaire or subtenant described in clause (X) or (Y) above, collectively, "**Permitted Occupants**"); provided, however, that (A) each such Permitted Occupants shall conduct its business operations in conformance with the provisions of this Lease (and any rights to conduct such business operations shall terminate upon expiration or earlier termination of the Lease), and (B) the terms and provisions of this paragraph shall be in the ordinary course of Tenant's business operations at the Premises, or to provide conveniences for Tenant's customers or clients and are

not used by Tenant to circumvent any restrictions imposed upon Tenant's right to sublet all or any portion of the Premises set forth in this Lease.

ARTICLE 13

Environmental Provisions

13.1 Definitions

For purposes of this Lease the following terms shall have the following meanings:

(a) "**Environmental Law**" or "**Environmental Laws**" shall mean each and every applicable federal, state, regional, county or municipal statute, ordinance, rule, regulation, order, code, directive or requirement, relating to the environment or Hazardous Material (as defined in subsection (b) below), including without limitation the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6901 et seq.; the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §9601 et seq.; the Federal Water Pollution and Control Act, 33 U.S.C. §1251 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; and the Tank Laws (as defined below), now or hereafter existing, together with all successor statutes, ordinances, rules, regulations, orders, directives or requirements now or hereafter existing, and any amendments thereto, regulations promulgated thereunder, and all substitutions thereof.

(b) "**Hazardous Material**" or "**Hazardous Materials**" shall mean (i) any waste, material or substance (whether in the form of a liquid, a solid, or a gas and whether or not airborne) which is deemed to be a pollutant or a contaminant, or to be hazardous, toxic, ignitable, reactive, infectious, explosive, corrosive, dangerous, harmful or injurious to public health or to the environment, and which is now or becomes regulated in the future by or under the Environmental Laws; (ii) petroleum; (iii) asbestos and asbestos containing materials; (iv) any polychlorinated biphenyl or formaldehyde; and (v) any radioactive material..

(c) "**Release**" means depositing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing.

(d) "**Reports**" means those reports and assessments more particularly described as follows:

Phase I Environmental Site Assessment Report prepared by EBI Consulting dated August 23, 2005, EBI Project #11053165; and Phase I Environmental Site Assessment Report prepared by Partner dated August 29, 2015, Partner project #15-144675.2

(e) "**Tank Laws**" shall mean all federal, state, regional, county, or municipal environmental statutes, ordinances, rules or regulations relating to underground storage tanks, including, without limitation, the Federal Underground Storage Law, Subtitle I of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901 et seq., together with any amendments thereto, regulations promulgated thereunder and all substitutions thereof, and any successor legislation and regulations.

(f) **“Remediate”** or **“Remediation”** shall mean the necessary actions to comply with applicable Environmental Law with respect to the unlawful presence of, or suspected discharge of, any Hazardous Materials. Remediation shall include, without limitation: environmental investigation, monitoring and sampling; installation, maintenance and removal of monitoring wells; removal, treatment, neutralization or containment of any Hazardous Material; storage of excavated materials; and installation, maintenance, storage and removal of machinery and equipment used in connection with the Remediation. Without limitation of the foregoing, Remediation shall include all action required in accordance with all applicable Environmental Laws, at no cost or expense to Tenant (unless Remediation is required due to the acts or omissions of Tenant or its agents, and subject to Section 4.6), including, without limitation, any long term inspection, monitoring or maintenance costs for any engineering or institutional controls, and the obtaining by Landlord of a permanent solution and any other comparable “no further action” letters or documentation therefor required under any Environmental Laws. In connection with the foregoing, Landlord shall cooperate with Tenant (and Tenant shall cooperate with Landlord) with regard to the placement, installation and operation of any necessary remediation systems, provided that such remediation systems and plans shall be implemented so as to not to interfere with or impair Tenant’s proposed use of the Premises or construction of the Tenant Improvements, including, without limitation, entering into an Access Agreement as set forth in Section 6.2(h).

13.2 **Landlord’s Representations, Warranties and Covenants.** Except as disclosed in the Reports, Landlord hereby represents, warrants and covenants that:

(a) Landlord has no reports, test results or other, studies, surveys or documents respecting the presence or potential Release of Hazardous Materials on, onto or from the Landlord Tract in its possession or reasonable control, other than the Reports.

(b) Except as expressly set forth in the Reports, the Landlord Tract, including the Premises, are and have been, and Landlord agrees to use its best efforts to cause them to remain, in compliance with all applicable Environmental Laws.

(c) To its knowledge, there has been no Release and there is no threat of Release of any Hazardous Materials on, onto or from the building or the Landlord Tract that has resulted in or that could result in a violation of any Environmental Law or in the creation of liability or obligations, including, without limitation, notification, deed recordation or remediation, under any Environmental Law. To its knowledge, the building has not contained and contains no underground or aboveground storage tanks, no “PCBs” or “PCB items”, as those terms are defined in 40 C.F.R. §761.3, and no asbestos.

(d) Landlord agrees to indemnify and hold Tenant, its directors, officers, stockholders, employees, agents, attorneys, consultants, contractors and its successors and assigns, harmless from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, judgments, administrative orders, remediation requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including, but not limited to, reasonable attorneys’ fees and expenses), arising out of any material misrepresentation of Landlord contained in this Section or any breach by Landlord of its obligations under this Section.

(e) If it is discovered that the Premises or the Landlord Tract contain Hazardous Materials, the presence of which predates this Lease or was not introduced by Tenant, Landlord, at its sole expense, shall take all action required, including Remediation of the Landlord Tract and the Premises, to comply with the covenants herein or applicable legal requirements and, in any event, shall take all action necessary under all applicable Environmental Laws (including, without limitation, any long term inspection, monitoring or maintenance costs for any engineering of institutional controls), all at no cost or expense to Tenant (unless Remediation is required due to the acts or omissions of Tenant or its agents, and subject to Section 4.6). Landlord's obligations shall include, without limitation, and to the extent applicable, entering into an Access Agreement with Tenant in connection with such Remediation and obtaining a permanent solution or comparable no further action letter or certification under any applicable Environmental Laws from applicable Governmental Authorities.

(f) In the event that Tenant shall discover the existence of any Hazardous Materials on the Premises during the course of its construction of the Tenant Improvements or otherwise during the Term (not introduced by Tenant), Landlord shall be obligated to Remediate such Hazardous Materials at its sole cost and expense, in accordance with applicable Environmental Laws (including the execution of any and all waste manifests or other documents required by the applicable Governmental Authorities in connection therewith), and otherwise in a manner that will not interfere with or impair Tenant's proposed use of the Premises or the construction of the Tenant Improvements thereon (and, notwithstanding anything contained in this Lease to the contrary, such required Remediation which delays Tenant's construction of the Tenant Improvements shall be deemed to be a Landlord Delay pursuant to Section 3.1). If, in Tenant's reasonable business judgment, it is necessary to close its business due to the presence of such Hazardous Materials or Landlord's remedial action in connection therewith, or suspend or postpone any construction activity by Tenant, all Rent shall abate during the period of such Remediation. Without limitation of the foregoing, in the event Tenant is unable to open or operate its business or perform its alterations to initially open for business at the Premises for a period in excess of ninety (90) days as a result of Hazardous Materials not introduced to the Premises by Tenant, Tenant may terminate this Lease without further recourse to Landlord, and, if such Hazardous Materials are placed or permitted by Landlord or its agents, Landlord shall reimburse Tenant for all hard and soft costs incurred by Tenant in connection with the Premises and this Lease, including, without limitation, costs associated with the preparation of architectural and engineering plans, reports and studies, and all reasonable legal fees.

13.3 **Tenant's Representations, Warranties and Covenants.** Tenant hereby represents, warrants and covenants that:

(a) Tenant agrees not to allow the Release of any Hazardous Material on, onto or from the Premises or the Landlord Tract that could result in a violation of any Environmental Law or in the creation of liability or obligations, including, without limitation, notification, deed recordation or remediation, under any Environmental Law.

(b) Tenant agrees that it shall not use, handle, generate, treat, store or dispose of, or permit the use, handling, generation, treatment, storage or disposal of any Hazardous Materials (other than those types and quantities contained in normal office products and environments) in, on, under, around or above the Premises or the Landlord Tract now or at any future time (except

in quantities permitted by applicable laws or as required in connection with discovery of any Hazardous Materials during its demolition or construction activities permitted hereunder).

(c) If Tenant is in breach of any of its agreements set forth in this Section, Tenant, at its sole expense, shall take all action required, including Remediation of the Premises or the Landlord Tract, to comply with the covenants herein or applicable legal requirements and, in any event, shall take all action deemed necessary under all applicable Environmental Laws.

(d) Tenant agrees to indemnify and hold Landlord, its directors, officers, stockholders, partners, joint venturers, employees, agents, attorneys, consultants, contractors and its successors and assigns, harmless from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, judgments, administrative orders, remediation requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including, but not limited to, reasonable attorneys' fees and expenses), arising out of any breach by Tenant of its obligations under this Section.

(e) Notwithstanding any provision in this Lease to the contrary, Tenant shall not be responsible for, shall have no liability or obligations with respect to, and shall not be obligated to pay for or take any action with respect to (i) the existence of any Hazardous Material on the Premises or the Landlord Tract which occurred or existed prior to the date of the Lease unless caused or knowingly permitted by Tenant, its agents, consultants, or contractors, (ii) the existence of any Hazardous Material on the Premises or the Landlord Tract which occurred or existed after the date of the Lease unless caused or knowingly permitted by Tenant, its agents, employees, consultants, or contractors, (iii) the Release of Hazardous Materials on, onto or from the Premises or Landlord Tract unless caused or knowingly permitted by Tenant, its agents, employees, consultants, or contractors, or (iv) any violation of any Environmental Laws, unless and to the extent that such was caused or knowingly permitted by Tenant, its agents, employees, consultants, or contractors (collectively, the "**Environmental Exclusions**"). Notwithstanding anything herein to the contrary, in the event any Hazardous Materials are discovered on (or migrate to) the Premises which Hazardous Materials arise from any of the foregoing Environmental Exclusions, then Landlord shall be obligated to perform Remediation of such Hazardous Materials at its sole cost and expense, in accordance with applicable Environmental Laws and otherwise in a manner that will not interfere with or impair Tenant's proposed use or business operations at the Premises. In the event the presence of such Hazardous Materials are such that Tenant cannot operate at the Premises for the uses permitted hereunder, then all Rent shall abate until such time as Remediation is complete pursuant to this Article 13.

ARTICLE 14

Warranty of Peaceful Possession

14.1 **Peaceful Possession**. Landlord covenants that Tenant, on paying the Rent and performing and observing the covenants and agreements herein contained and provided to be performed by Tenant (within any applicable notice or cure period), shall and may peaceably and quietly have, hold, occupy, use and enjoy the Premises during the Term and may exercise all of its rights hereunder, subject only to the provisions of this Lease and applicable governmental laws, rules and regulations. Landlord hereby covenants agrees that at no time during the Term shall

Landlord or any affiliate of Landlord take (or permit any other tenant or occupant of Landlord or any of its affiliates to take) any action which could reasonably be expected to have an adverse effect on ingress to or egress from the Premises, visibility of the Premises, and/or parking availability at the Premises. Landlord shall defend Tenant's right to the occupancy, use and enjoyment, and title to the Premises and Tenant's rights described in this Section 14.1 against the claims of any and all persons whomsoever lawfully claiming the same through Landlord, or any part thereof, subject only to provisions of this Lease and all applicable governmental laws, rules and regulations.

ARTICLE 15

Default and Remedies

15.1 **Tenant Default.** Each of the following shall be deemed a "**Tenant Default**" hereunder and a material breach of this Lease:

(a) If Tenant fails to pay any installment of Rent as the same is due and payable, and such default continues for five (5) business days after Landlord's delivery of written notice of such default.

(b) If Tenant fails to keep, perform or observe any of the covenants, agreements, terms or provisions contained in this Lease that are to be kept or performed by Tenant other than with respect to payment of Rent or other liquidated sums of money and thereafter Tenant fails to commence and take such steps as are necessary to remedy the same within thirty (30) days after Tenant's receipt of written notice specifying the default, or having so commenced, thereafter fails to proceed diligently to cure the same.

(c) If an involuntary petition is filed against Tenant under any bankruptcy or insolvency law or under the reorganization provisions of any law of like import or if a receiver of Tenant, or of all or substantially all of the property of Tenant, is appointed without acquiescence, and such petition or appointment is not discharged or stayed within sixty (60) days after the happening of such event.

(d) If Tenant makes an assignment of its property for the benefit of creditors or files a voluntary petition under any bankruptcy or insolvency law, or seeks relief under any other law for the benefit of debtors.

15.2 **Landlord's Remedies.** Upon the occurrence of a Tenant Default beyond any applicable notice and cure period, Landlord may, at any time thereafter, resort to any and all legal remedies or combination of remedies available to Landlord which Landlord may desire to assert, each and all of which shall be cumulative and nonexclusive.

(a) Notwithstanding anything contained herein to the contrary, Landlord shall never be entitled to dispossess Tenant of the Premises pursuant to any "lock out" or other nonjudicial remedy, Landlord hereby waiving its right to forcibly dispossess Tenant from the Premises, whether peaceably or otherwise, without judicial process, such that Landlord shall not be entitled

to any “commercial lock-out” or any other provisions of applicable law which permit landlords to dispossess tenants from commercial properties without the benefit of judicial review.

(b) Landlord agrees to use commercially reasonable efforts to mitigate its damages hereunder. In no event shall Tenant be liable for consequential, punitive, and/or indirect damages.

(c) No action of Landlord shall be construed as an election to terminate this Lease or to accept a surrender of the Property unless written notice of such intention is given to Tenant. Tenant agrees to pay as additional rental all reasonable attorneys' fees and other costs and expenses reasonably incurred by Landlord in enforcing any of Tenant's obligations under this Lease. The mention in this Lease of any remedies shall not be deemed to be a waiver by Landlord of any other or further remedies available at law or in equity or under other provisions of this Lease, all of which are expressly preserved and shall be available to Landlord including, without limitation, Landlord's statutory lien rights.

(d) Whether or not Landlord elects to terminate this Lease on account of any Tenant Default, Landlord shall have the right to terminate any and all subleases, licenses, concessions or other consensual arrangements for possession of any portion of the Premises entered into by Tenant or may, in Landlord's sole discretion, succeed to Tenant's interest in such subleases, licenses, concessions or arrangements.

(e) The prevailing party in any dispute arising under this Lease shall be entitled to recover from the other party all reasonable attorneys' fees and other reasonable costs and expenses incurred by the prevailing party, such fees to be set by a court and not a jury. Any amount due from either party hereunder which is not paid when due shall bear interest at the Default Rate from the due date until paid. The mention in this Lease of any remedies shall not be deemed to be a waiver by a party of any other or further remedies available at law or in equity from time to time, all of which are expressly preserved and shall be available to such party, except as limited herein.

(f) Neither acceptance of Rent by Landlord, nor acceptance of partial payment of Rent or other partial performance, with or without knowledge of breach, nor failure of Landlord to take action on account of any breach hereof or to enforce its rights hereunder shall be deemed a waiver of any breach, and absent written notice or consent, the breach shall be a continuing one.

(g) Upon the early termination of this Lease due to a Tenant Default, Tenant shall quit and surrender possession of the Property to Landlord in accordance with Section 16.9 below.

15.3 **Landlord Default.** Each of the following shall be deemed a “**Landlord Default**” hereunder and a material breach of this Lease:

(a) If Landlord fails to keep, perform or observe any of the covenants, agreements, terms or provisions contained in this Lease that are to be kept or performed by Landlord, and Landlord fails to commence and take such steps as are necessary to remedy the same within thirty (30) days after Landlord's receipt of written notice from Tenant specifying the same, or having so commenced, thereafter fails to proceed diligently to cure the same.

(b) If an involuntary petition is filed against Landlord under any bankruptcy or insolvency law or under the reorganization provisions of any law of like import or if a receiver of

Landlord, or of all or substantially all of the property of Landlord, is appointed without acquiescence, and such petition or appointment is not discharged or stayed within sixty (60) days after the happening of such event.

(c) If Landlord makes an assignment of its property for the benefit of creditors or files a voluntary petition under any bankruptcy or insolvency law, or seeks relief under any other law for the benefit of debtors.

15.4 **Tenant's Remedies.** Upon the occurrence of a Landlord Default beyond any notice and cure period, Tenant may, at any time thereafter prior to the curing thereof, do any one or both of the following:

(a) Tenant may perform Landlord's obligations hereunder and offset the reasonable costs and expenses incurred by Tenant in doing so, together with interest thereon at the rate of ten percent (10%) per annum from the date expended until repaid against Base Rent thereafter coming due hereunder until such costs are recouped in full by Tenant.

(b) If a Landlord Default renders all or any portion of the Premises untenable for those uses incidental to or customarily associated with the operation of Tenant's use as permitted hereunder for more than sixty (60) days, Tenant may bring a claim for (i) any and all actual damages sustained by Tenant as a result of Landlord's breach, but not special, consequential or punitive damages, or (ii) injunctive or other equitable relief. If a material untenable condition exists for more than ninety (90) additional days, then Tenant may terminate this Lease.

ARTICLE 16

Miscellaneous

16.1 **Notices.** Any notice hereunder shall be in writing and shall be deemed to have been properly given when sent by (a) courier; (b) United States Certified Mail, Return Receipt Requested, postage prepaid; or (c) a nationally recognized overnight courier, shipping charges prepaid, to the addresses which follow; provided that notices to "with a copy to" addressees may be sent via email or regular US mail. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee, as evidenced by the executed postal receipt or other receipt for delivery. For purposes of notice the addresses of the parties hereto shall, until changed, be as follows:

Landlord: C/o Oak Realty Partners, Inc.
1155 Kelly Johnson Blvd., Suite 302
Colorado Springs, Colorado 80920
Attn: Michael Bushell

Tenant: JPMorgan Chase Bank, National Association
1111 Polaris Parkway
Mail Code OH1-0241
Columbus, Ohio 43240-2050
Attn: Lease Administration Manager

With a copy to: JPMorgan Chase Bank, National Association
1111 Polaris Parkway
Mail Code OH1-0274
Columbus, Ohio 43240-2050
Attn: Real Estate Transactor Regional Manager; and

With a copy to: JPMorgan Chase Bank, National Association
Legal Department
1111 Polaris Parkway, Suite 4P
Mail Code OH1-0152
Columbus, Ohio 43240-2050
Attn: Real Estate Counsel

With a copy to: JPMorgan Chase Bank, N.A.
24085 El Toro Road, 2nd Floor
Mail Code CA2-5116
Laguna Hills, California 92653
Attn.: Senior Vice President

With a copy to: Monchamp Meldrum LLP
Attn: Janice Kim
100 Pine Street, Suite 1250
San Francisco, CA 94111

The parties hereto shall have the right from time to time to change their respective addresses for purposes of notice hereunder to any other location within the United States by giving a notice to such effect in accordance with the provisions of this Section.

16.2 **Intentionally Omitted.**

16.3 **Modification and Non-Waiver.** No variations, modifications or changes herein or hereof shall be binding upon any party hereto unless set forth in writing executed by both parties hereto. No waiver by either party of any breach or default of any term, condition or provision hereof, including without limitation the acceptance by Landlord of any Rent at any time or in any manner other than as herein provided, shall be deemed a waiver of any other or subsequent breaches or defaults of any kind, character or description under any circumstance. No waiver of any breach or default of any term, condition or provision hereof shall be implied from any action of any party, and any such waiver, to be effective, shall be set out in a written instrument signed by the waiving party.

16.4 **Governing Law.** This Lease shall be construed and enforced in accordance with the laws of the State of New Mexico.

16.5 **Number and Gender; Caption; References.** Pronouns, wherever used herein, and of whatever gender, shall include natural persons and corporations and associations of every kind and character, and the singular shall include the plural wherever and as often as may be

appropriate. Article and section headings in this Lease are for convenience of reference and shall not affect the construction or interpretation of this Lease. Whenever the terms “hereof”, “hereby”, “herein” or words of similar import are used in this Lease they shall be construed as referring to this Lease in its entirety rather than to a particular section or provision, unless the context specifically indicates to the contrary. Any reference to a particular “Article” or “Section” shall be construed as referring to the indicated article or section of this Lease.

16.6 **Estoppel Certificate.** Landlord and Tenant shall execute and deliver to each other, within a reasonable time following written request therefor by the other party, a certificate addressed as indicated by the requesting party and stating to the best of its actual knowledge:

- (a) whether or not this Lease is in full force and effect, and if alleged that the Lease is not in full force and effect, then specifying the reasons therefor;
- (b) whether or not this Lease has been modified or amended in any respect, and submitting copies or descriptions of such modifications or amendment;
- (c) whether or not there are any existing defaults hereunder known to the party executing the certificate, and specifying the nature thereof;
- (d) whether or not any particular article, section or provision of this Lease has been complied with;
- (e) the date to which the Rent due pursuant to this Lease has been paid;
- (f) whether there are any offsets, counterclaims, or defenses thereto on the part of the other party; and
- (g) such other matters as may be reasonably requested.

Any such estoppel certificate may be relied upon by the party requesting it and any other person, firm, entity or corporation to whom the same may be exhibited or delivered, and the contents of such certificate shall be binding on the party executing the same.

16.7 **Exhibits.** All exhibits and addenda attached hereto are incorporated herein for all purposes.

16.8 **Severability.** If any provision of this Lease or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, and the basis of the bargain between the parties hereto is not destroyed or rendered ineffective thereby, the remainder of this Lease, or the application of such provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

16.9 **Surrender of Premises; Holding Over.**

- (a) Tenant shall quit and surrender the Premises at the expiration or earlier termination of this Lease in vacant and broom clean condition, damage by eminent domain, fire and casualty, and all alterations, additions and improvements (excluding any Tenant’s Equipment which Tenant

removes from the Premises in accordance with the terms hereof) excepted. Except for the foregoing, Tenant shall not be required to restore the Premises to any particular condition nor be required to remove any cabling or vaults or vault structural supports. At the expiration or earlier termination of this Lease, any holdover shall be from month to month at (i) 125% of the Base Rent for the month preceding the expiration or earlier termination of this Lease for the first thirty (30) days of such holdover tenancy, and (ii) thereafter 150% of such Base Rent, and otherwise on the same terms and conditions as herein provided. Landlord's acceptance of such holdover rent shall not constitute Landlord's consent to any holdover tenancy. Landlord and Tenant acknowledge and agree that Landlord's exact damages on account of such holding over would be difficult or impossible to ascertain, and that such increased Base Rent represents the parties' reasonable estimate of such damages. Such increased Base Rent shall constitute liquidated and final damages on account of such holding over, and in no event shall Tenant be liable for any other direct or indirect damages on account thereof, including, without limitation, lost profits or other consequential damages or any kind or nature.

(b) Landlord hereby acknowledges that Tenant is, by law (12 USCS 1831r-1), required to give its customers a minimum of ninety (90) days' notice before closing its business operation. Therefore, notwithstanding anything contained herein to the contrary, Landlord agrees that any termination by Landlord before the end of the Term or any Renewal Term, shall provide that Tenant shall have possession of the Premises to operate its business for one hundred twenty (120) days from the date of such termination at the holdover Rent specified in Section 16.9(a).

16.10 **Relation of Parties.** It is the intention of Landlord and Tenant to hereby create the relationship of landlord and tenant, and no other relationship whatsoever is hereby created. Nothing in this Lease shall be construed to make Landlord and Tenant partners or joint venturers or to render either party hereto liable for any obligation of the other.

16.11 **Force Majeure.** With the exception of the obligation to pay Rent, which shall be unaffected hereby, neither party shall be required to perform any term, covenant or condition of this Lease for so long as such performance is delayed or prevented by Force Majeure (as hereafter defined), including, without limitation, Tenant's waiver or satisfaction of the Due Diligence Contingency, the Approvals Contingency, and/or the satisfaction of the Delivery Conditions, and all time periods permitted hereunder for the performance of any such term, covenant, or condition shall be tolled on a day-for-day basis upon written notice from either party to the other of such party's inability to perform or satisfy any such term, covenant, or condition of this Lease due to a Force Majeure; provided such affected party delivers written notice, specifying the event of Force Majeure and the obligations affected thereby, within ten (10) business days after its occurrence. For purposes hereof, a "Force Majeure" shall mean any acts of God; strike; lockout; material or labor restriction by any governmental authority or any delays, backlogs, or slowdowns associated with the same; inability to obtain materials due to supply chain disruptions; civil riot; declared state of emergency or public health emergency; public health emergency or pandemic related government mandated quarantine or travel bans; public health emergency or pandemic related government mandated closures; public health emergency or pandemic related interruptions to transportation, or the use of equipment, labor, or materials, including, without limitation, the closure of government buildings, airports, harbors, railroads, or pipelines, or other infrastructure; and any other cause not reasonably within the control of such party and which by the exercise of due diligence such party is unable, wholly or in part, to prevent or overcome. In no event shall

insufficiency of funds required to perform any term, covenant or condition of this Lease be considered to constitute Force Majeure.

16.12 **Entire Agreement.** This Lease constitutes the entire agreement of the parties hereto with respect to its subject matter, and all prior agreements with respect thereto are merged herein. Any agreements entered into between Landlord and Tenant of even date herewith are not, however, merged herein.

16.13 **Recordation.** Landlord and Tenant shall, as part of the Exclusive Use Notice, each execute and acknowledge a Notice of Lease respecting this Lease, in the form reasonably approved by Tenant, which Landlord shall record in accordance with Section 6.3(j) in the applicable public land records for Bernalillo County, New Mexico.

16.14 **Successors and Assigns.** This Lease shall constitute a real right and covenant running with the Premises, and, subject to the provisions hereof pertaining to Tenant's rights to assign, sublet or encumber, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Whenever a reference is made herein to either party, such reference shall include the party's successors and assigns.

16.15 **Landlord's Joinder.** Landlord agrees to join with Tenant in the execution of statutory notices of commencement and such applications for permits and licenses from any Governmental Authority as may be reasonably necessary or appropriate to effectuate the intents and purposes of this Lease, provided that no such application shall constitute an encumbrance of or with respect to the Premises, and Landlord shall not incur or become liable for any obligation as a result thereof.

16.16 **No Third Parties Benefitted.** The terms and provisions of this Lease are for the sole benefit of Landlord and Tenant, and no third party is intended to benefit herefrom.

16.17 **Survival.** Any terms and provisions of this Lease pertaining to rights, duties or liabilities extending beyond the expiration or termination of this Lease shall survive the end of the Term.

16.18 **Landlord's Lien.** Landlord hereby waives and releases any statutory or contractual landlord's lien with respect to the property of Tenant now or hereafter located at the Premises and Landlord agrees to execute and deliver to Tenant from time-to-time following Tenant's written request therefor such documents and instruments as may be reasonably requested by Tenant to confirm such waiver and release.

16.19 **Transfer of Landlord's Interest.** Landlord may freely transfer and/or mortgage its interest in the Premises and under this Lease from time to time and at any time, provided that any such transferee or mortgagee agrees to be bound by the provisions hereof (in the case of a mortgagee, such agreement being contingent upon the mortgagee actually succeeding to Landlord's interest in the Premises and hereunder by virtue of a foreclosure or conveyance in lieu thereof).

16.20 **Commissions.** Each party hereby warrants and represents to the other party that it has not dealt with any broker in the negotiation of this Lease except Base 5, LLC (the "Tenant

Broker”) and NAI SunVista (the “**Landlord Broker,**” and, together with the Tenant Broker, collectively, the “**Brokers**”). Landlord agrees to pay to the Brokers all commissions required to be paid in connection with the negotiation, execution and performance of this Lease in accordance with a separate written agreement between Landlord and Brokers. Subject to the foregoing obligation of Landlord, Tenant and Landlord each agree to indemnify and hold the other harmless from and against all causes of action and liabilities arising out of a claim for a commission by any other broker purporting to have acted on behalf of the indemnifying party.

16.21 **Authority.** Landlord and Tenant hereby represent to the other that: (i) Landlord is a duly authorized and existing limited liability company and Tenant is a duly authorized and existing nationally chartered banking association, and each is qualified to do business in New Mexico, (ii) each has full right and authority to enter into this Lease, (iii) each person signing on behalf of the Landlord and Tenant are authorized to do so, and (iv) the execution and delivery of this Lease by Landlord and Tenant will not result in any breach of, or constitute a default under any mortgage, deed of trust, lease, loan, credit agreement, partnership agreement or other contract or instrument to which either Landlord or Tenant is a party or by which either such party may be bound.

16.22 **Time of Essence.** Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.

16.23 **Non-Disturbance Agreement; Estoppel Certificates.** (a) On or before the last day of the Approvals Period, Landlord shall deliver to Tenant three (3) originals of a Subordination, Non-Disturbance and Attornment Agreement substantially in the form of **Exhibit J** attached hereto, or such other form reasonably satisfactory to Landlord’s mortgagee(s) and Tenant, executed and acknowledged by Landlord and Landlord’s mortgagee(s) (“**Non-Disturbance Agreement**”). Upon receipt of the Non-Disturbance Agreement(s), Tenant or Landlord shall have the right to record same with the applicable public real estate records for the Bernalillo County, New Mexico. If Landlord does not timely deliver the Non-Disturbance Agreement, Tenant shall have the right, excisable within twenty (20) days following the expiration of the Approvals Period, to terminate this Lease.

(b) Tenant agrees that Tenant’s leasehold interest in the Premises shall be subordinate to the lien of any mortgages now on or placed on the Premises or the Landlord Tract in the future, provided, as a condition precedent to such subordination, each such mortgagee shall deliver to Tenant a Non-Disturbance Agreement substantially in the form attached hereto as **Exhibit J**, or such other form reasonably agreed upon by the parties, in which each such mortgagee shall expressly covenant that so long as Tenant is not in default under this Lease beyond any applicable notice and cure periods, Tenant’s quiet possession of the Premises and all rights of Tenant under this Lease shall remain undisturbed, upon the terms, covenants, and conditions stated herein, whether or not the mortgage is in default and notwithstanding any foreclosure or other action brought by the mortgagee. Provided that Landlord complies with the requirements of this Section, Tenant agrees to comply with reasonable requests for execution of documentation to effect the subordination of its leasehold interest subject to and in accordance with the terms of this Section.

(c) Landlord and Tenant shall, at any time upon not less than twenty (20) days prior written notice, execute and deliver to each other, or a prospective new landlord, Holder, or assignee

or subtenant of Tenant, or other appropriate third party, as the case may be an Estoppel Certificate substantially in the form of **Exhibit K** (for Tenant) or in the form mutually agreed to by the parties (for Landlord), with such modifications to such form as the parties shall reasonably approve. A prospective purchaser or encumbrancer of the Landlord Tract may conclusively rely upon any such statement. If Tenant fails to respond within the required period, Tenant shall conclusively be deemed to have certified, confirmed and acknowledged all matters requested by Landlord.

16.24 **Tenant's Signage.** Tenant shall have the right to install at the Premises any and all interior and exterior, illuminated and non-illuminated, signage, monument signs, banners, and "grand opening" signage and banners, and to seek zoning and other variances to enable it to install its desired signage, to the full extent permitted by laws and subject to Landlord's reasonable approval. Landlord shall provide its full cooperation and commercially reasonable efforts, including execution of applications and other documentation, in order for Tenant to apply for and obtain its required signage permits. In addition, Tenant shall be entitled to place a sign, to the full extent permitted by laws, in the pylon sign slot used by Casa Taco. If Landlord installs any additional pylon or monument signage, Landlord shall notify Tenant and Tenant shall have the right to place its signage thereon, at such location and on such sign panel as designated by Landlord, in its discretion; provided, that if Tenant fails to respond to Landlord within thirty (30) days following Landlord's notification with Tenant's desire to place its signage thereon, then Landlord shall have the right to offer the panel offered to Tenant to other tenants in the Shopping Center. Tenant shall be responsible for Tenant's sign panel installation, repair and replacement at Tenant's sole cost.

Notwithstanding the foregoing, so long as such signage complies with laws, Landlord hereby approves Tenant's proposed signage depicted on **Exhibit I** hereto, Landlord confirms that such signage is permitted under private (non-governmental) instruments affecting the Landlord Tract, and Landlord agrees to use commercially reasonable efforts in order to facilitate Tenant obtaining approvals from all governmental entities relative to such signage.

16.25 **Holidays.** If a date for performance by either party falls on a Saturday, Sunday or on a legal holiday, such date for performance shall instead be the next following business day.

16.26 **Waiver of Jury Trial.** **LANDLORD AND TENANT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES AND/OR ANY CLAIM OF INJURY OR DAMAGE.** The waiver of trial by jury in the immediately preceding sentence is voluntarily and intentionally made by Landlord and Tenant.

16.27 **Intentionally Omitted.**

16.28 **Confidentiality.** The Lease shall be subject to the following confidentiality requirements:

(a) Landlord covenants and agrees not to disclose to any third party, without Tenant's written consent (i) any financial or other material business information regarding Tenant or legal terms of this Lease, (ii) materials submitted from Tenant designated as confidential, and/or (iii) physical aspects of the design or operation of the Premises identified by Tenant as proprietary; except only to the extent that (A) such information is a matter of public record, (B) such disclosure is made on a comparably confidential basis to Landlord's attorneys, accountants, architects, engineers and/or brokers or an existing or prospective purchaser(s), mortgagee(s), on a need to know basis (any of the foregoing, a "**Permitted Party**"), or (C) disclosure is in connection with Landlord's enforcement of this Lease or defense of any alleged performance or non-performance hereunder, or (D) disclosure is compelled by law or regulatory or judicial process, in which latter case Landlord shall first notify Tenant in writing and, if requested by Tenant, shall use all commercially reasonable efforts to preserve the confidentiality of the information in question to the greatest possible extent.

(b) Landlord further covenants and agrees that it will not publish or display, nor allow any other person or entity, including a Permitted Party, to publish or display this Lease in any medium of mass communication, including, without limitation, the internet, brokerage publications and listing services, newspapers, magazines, journals, radio or television.

(c) The foregoing subsections (a) and (b) shall also be applicable to the Permitted Parties and the members, partners, shareholders, directors, officers, principals, employees, agents and representatives of the Permitted Parties and Landlord (together, "**Landlord Parties**"). To that end, Landlord agrees to include in its agreements affecting the Premises a provision substantially similar to subsections (a) and (b) above, binding the applicable Landlord Party thereunder to comparable restrictions for Tenant's benefit.

16.29 **Lighting.** Notwithstanding anything contained in this Lease to the contrary, Tenant shall have the right, subject to Tenant's obtaining all applicable governmental approvals, to provide lighting during hours of darkness for the Premises and operating ATMs in accordance with the requirements of applicable laws, Tenant's lighting standards in effect from time-to-time, and as deemed necessary by Tenant in its sole discretion to protect the health, safety of its customers, agents, employees, invitees.

16.30 **OFAC.** Landlord and Tenant each represents and warrants to the other that neither it nor any of its affiliates or agent(s) acting on behalf of it with respect to this Lease (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury ("**OFAC**") pursuant to Executive Order number 13224, 66 Federal Register 49079 (September 25, 2001) (the "**Order**"); (ii) is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of the OFAC or any other applicable requirements contained in any enabling legislation or other executive orders in respect of the Order (the Order and such other rules, regulations, legislation or orders are collectively called the "Orders"); (iii) is engaged in activities prohibited in the Orders; or (iv) has been convicted, pleaded nolo contendere, indicted, arraigned or detained on charges involving money laundering or predicate crimes to money laundering.

16.31 **Bribery and Corruption.** Reference is made to the JPMorgan Chase & Co. Supplier Code of Conduct ("**Code**"), a current copy of which is located at:

<https://about.jpmorganchase.com/content/dam/jpmc/jpmorgan-chase-and-co/documents/Supplier-Code-of-Conduct.pdf>. The Code states, among other things, that JPMorgan Chase & Co. and its affiliates do not tolerate bribery or corruption in any form. By executing and delivering a copy of this Lease, Landlord hereby acknowledges and confirms that Landlord has reviewed the Code, that Landlord has anti-corruption policies and procedures in place, that Landlord will take all measures to ensure compliance with such policies and procedures, and that the provisions relating to anti-corruption set out in the Code shall govern the relations between the parties to this Lease.

16.32 **No Merchants Association**. Tenant shall not be required to participate in or contribute to any merchants association or the like.

16.33 **Rooftop Communications**. Landlord hereby grants Tenant, its successors, assigns, and sublessees, the right to use a specified area on the roof of the Building reasonably approved by Landlord ("**Tenant's Area**") for the installation, maintenance, and use of satellite dishes, other types of antenna, or any other new or replacement telecommunications equipment (collectively "**Telecommunications Equipment**"), which Tenant deems necessary. Prior installing Telecommunications Equipment, Tenant shall submit to Landlord for its reasonable approval plans and specifications therefor. Tenant shall have the right to secure the Telecommunications Equipment and all related cabling, data and power sources or receivers, and any other items related to Telecommunications Equipment in Tenant's sole discretion, so that same are incapable of being used or tampered with by any individual or any entity other than Tenant; provided, however, Telecommunications Equipment, and Tenant's use of, and method of mounting and securing Telecommunications Equipment shall be in accordance with applicable law and shall not cause any damage to the roof or void any warranty of Landlord pertaining thereto. Tenant shall install Telecommunications Equipment, at Tenant's sole cost and expense, and shall have the right to use the vertical shafts and horizontal railways of the Building for cable connecting Telecommunications Equipment with the Premises. Tenant and Tenant's representatives shall have access to the Tenant's Area on a twenty-four (24) hour basis for the purpose of installing, maintaining, protecting, repairing, replacing and removing Telecommunications Equipment. Landlord shall not grant rights to itself or any third party for rooftop communications that would interfere with Tenant's use of Telecommunications Equipment. In the event such interference occurs, Landlord shall immediately, at its own costs and expense, and not as part of Operating Expenses, remove or relocate such non-Tenant equipment as necessary, so that such interference is discontinued. In addition, neither Landlord nor any third party shall have the right to access Telecommunications Equipment unless Landlord provides Tenant with forty-eight (48) hours prior written notice, and such access shall be permitted only when accompanied by representatives of Tenant.

16.34 **Co-Tenancy Requirement**. The term "Anchor Tenant" means Smith's Grocery, or any substitute, successor, assign or replacement of similar quality, size, character and regional stature acceptable to Tenant in Tenant's reasonable judgment, which is operating for business from at least 90% of the Anchor Tenant's space in the Shopping Center. If the Anchor Tenant is not open for business on the Delivery Date or the date on which the Approvals Contingency has been satisfied or waived by Tenant, then Tenant may, upon written notice to Landlord, either terminate this Lease or delay the Delivery Date or the Approvals Period, as applicable, for a period not to exceed sixty (60) days, until the date Anchor Tenant is open for business from at least 90% of the

Anchor Tenant's space in the Shopping Center. If the Anchor Tenant (i) is not open for business on the Rent Commencement Date from at least 90% of its space occupied on the Effective Date, or (ii) ceases to do business at any time following the Rent Commencement Date from 90% or more of its space occupied on the Effective Date for a period of in excess of sixty (60) days, then in either such event, Tenant shall be entitled to either receive an abatement of sixty percent (60%) of Rent due under this Lease from the first day of (i) or (ii) above, as applicable, until such time as the Anchor Tenant is open for business to the public from at least 90% of its space occupied on the Effective Date, or, upon written notice, Tenant may terminate this Lease; provided that, if Anchor Tenant has not re-opened for business within twelve (12) months following the date it ceases operating at the Shopping Center, Tenant shall, within thirty (30) days thereafter, elect to terminate this Lease, or resume paying monthly Base Rent without reduction. Subject to the foregoing, Tenant's exercise of the foregoing Base Rent reduction option shall not preclude Tenant from later exercising the termination option prior to the Anchor Tenant opening (or re-opening) for business to the public from at least 90% of its space occupied on the Effective Date.

16.35 **Expansion Right.** Tenant shall have an ongoing right to expand into the balance of Suite E-11 in the Building located immediately adjacent to the Premises consisting of approximately 3,000 square feet and depicted on the Site Plan (the "**Expansion Space**") (subject to adjustment in accordance with Sections 1.1 and 5.8 hereof) at any time the Expansion Space is not leased or occupied by another party on the terms and conditions set forth herein. If Landlord receives a bona fide offer from a third party to lease the Expansion Space before Tenant exercises its right hereunder to expand, Landlord shall provide Tenant notice of such offer. Tenant shall have five (5) business days from Landlord's delivery of such notice to provide Landlord with notice of its election to expand into the Expansion Space on the terms and conditions set forth in the bona fide third-party offer. Subject to the terms of this Section, Tenant may exercise its right of expansion by providing Landlord written notice of such election, in which case Landlord shall deliver the Expansion Space in satisfaction of the conditions set forth in Sections 6.3(e), 6.3(f) and 6.3(g), and from and after Tenant's acceptance of possession of the Expansion Space ("**Expansion Space Delivery Date**"), the term Premises as used in this Lease shall mean and include both the original Premises and the Expansion Space and all of the terms and conditions contained in this Lease shall apply to the Expansion Space as part of the Premises, except that in addition to the Base Rent set forth in Section 3.3 for the original Premises, commencing as of the Expansion Space Delivery Date, Tenant shall pay Base Rent for the Expansion Space in the amount of \$14.00 psf/year, which amount shall increase by 10% every 5 years, commencing as of the fifth (5th) anniversary of the Expansion Space Delivery Date.

16.36 **Counterparts; Electronic Signature.** This Lease may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that this Lease shall be deemed validly executed and delivered by a party if a party executes this Lease by manual signature or by affixing its signature hereto by means of an electronic signature tool, application, or software (e.g., DocuSign).

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EXECUTED as of the dates set forth below.

TENANT:

JPMORGAN CHASE BANK, N.A., a
national banking association

By: E-SIGNED by Ashlee Kelly
on 2022-02-25 17:19:21 GMT
Name: Ashlee Kelly
Title: Managing Director

LANDLORD:

Coors Center DSG, LLC, Coors Center SG, LLC, Coors Center MB, LLC, Coors Center SZ, LLC, Coors Center RVM, LLC, Coors Center SC, LLC, and Coors Center BL, LLC, all New Mexico limited liability companies, as tenants in common

By: OAK REALTY PARTNERS, INC.
Authorized Agent

By  _____
Michael Bushell, President

EXHIBIT AND SCHEDULES LIST

- "A" Legal Description of Landlord Tract
- "B" Site Plan
- "C" Delivery Date Memorandum
- "D" Rent Commencement Date Letter
- "E" Landlord's W-9 and Automatic Deposit Request Form
- "F" List of All Liens Permitted to Affect the Premises as of the Delivery Date
- "G" Intentionally Omitted
- "H" Existing Exclusive Use Rights and Prohibited Uses
- "I" Plans and Specifications for Tenant Improvements
- "J" Form of Subordination and Non-Disturbance Agreement
- "K" Form of Tenant Estoppel Certificate

EXHIBIT A

Legal Description of the Land

TRACT A-1A-2A OF HUBBELL PLAZA, CITY OF ALBUQUERQUE, BERNALILLO COUNTY, NEW MEXICO, AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO ON AUGUST 29, 1996 IN PLAT BOOK 96C, PAGE 376.

TOGETHER WITH A NON-EXCLUSIVE EASEMENTS FOR INGRESS, EGRESS AND PARKING AS SET FORTH IN DECLARATION OF EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND (ECR) FILED JULY 18, 1986 IN BOOK MISC. 373A, PAGE 732 AS DOCUMENT NO. 8665812, AS AMENDED IN BOOK MISC. 389A, PAGE 506 AS DOCUMENT NO. 8682411; IN BOOK 9118, PAGE 7805 AS DOCUMENT NO. 91088336; IN BOOK 944, PAGE 9146 AS DOCUMENT NO. 94016974; IN BOOK 9623, PAGE 5132 AS DOCUMENT NO. 96095287; AND IN BOOK 9736, PAGE 5914 AS DOCUMENT NO. 97137039, RECORDS OF BERNALILLO COUNTY, NEW MEXICO.

EXHIBIT B

[See attached Site Plan]

EXHIBIT B

Site Plan

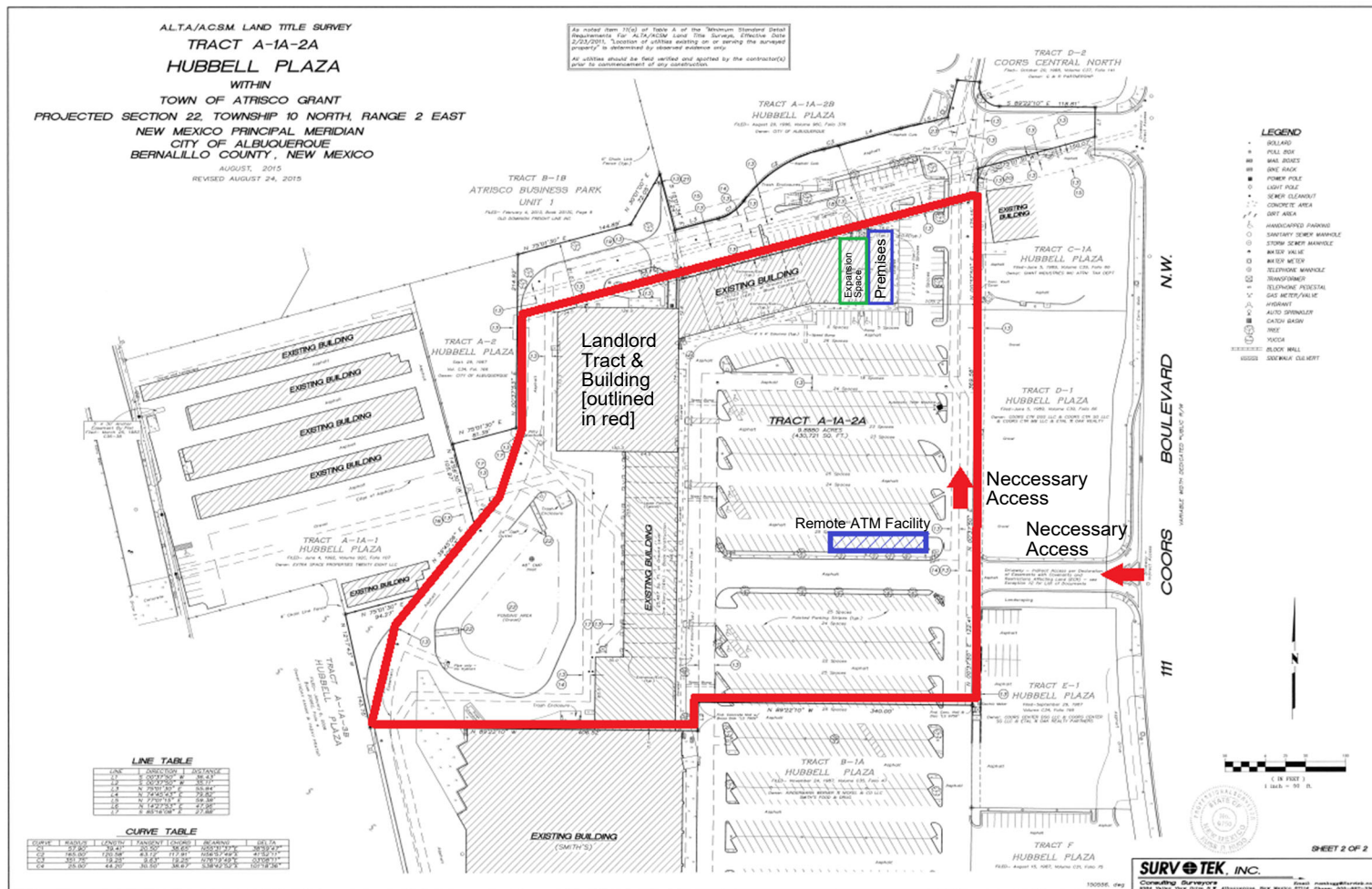


EXHIBIT C

DELIVERY DATE MEMORANDUM

Reference is made to that certain Lease ("**Lease**") dated _____, 2022, between JPMorgan Chase Bank, National Association ("**Tenant**"), and COORS CENTER DSG, LLC ("**Landlord**"), whereby Landlord leased to Tenant and Tenant leased from Landlord certain premises located at 111 Coors Boulevard NW, Albuquerque, New Mexico (the "**Premises**")

Landlord and Tenant hereby acknowledge that Landlord delivered the Premises to Tenant on _____, 202__.

IN WITNESS WHEREOF, this Delivery Date Memorandum is executed this ____ day of _____, 202__.

TENANT:

JPMORGAN CHASE BANK, N.A.
a national banking association

By: _____
Print Name: _____
Its: _____

LANDLORD:

COORS CENTER DSG, LLC,
a _____ limited liability company

By: _____
Print Name: _____
Its: _____

EXHIBIT D

RENT COMMENCEMENT DATE LETTER

Lease Dated: _____,
Landlord: _____
Tenant: JPMORGAN CHASE BANK, N.A.
Premises: _____

Landlord and Tenant hereby agree that the (i) the Rent Commencement Date for the Lease is _____, 202__, (ii) the last day of the Initial Term shall be _____, 20__, (iii) the rentable square footage of the Premises is _____, (iv) the monthly Base Rent for the first five years of the Initial Term is \$_____, and (v) Tenant's Share is __%.

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EXECUTED as of the dates set forth below.

LANDLORD:

COORS CENTER DSG, LLC,

a _____ limited liability company

By: _____

Name: _____

Title: _____

EXECUTED as of the dates set forth below.

TENANT:

JPMORGAN CHASE BANK, N.A.,
a national banking association

By: _____

Name: _____

Title: _____

EXHIBIT E

LANDLORD'S W-9 AND AUTOMATIC DEPOSIT REQUEST FORM

(See Attached)

EXHIBIT E

LANDLORD'S W-9 AND AUTOMATIC DEPOSIT REQUEST FORM

Form W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.
---	--	--

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Oak Realty Partners, Inc.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-partnership) ▶ _____ <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) 1155 Kelly Johnson Blvd., Suite 302		Requester's name and address (optional)
	6 City, state, and ZIP code Colorado Springs, CO 80920		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. <small>Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.</small>																					
	Social security number <table border="1" style="width:100%; height: 20px; border-collapse: collapse;"> <tr> <td style="width:10%;"></td> <td style="width:10%;"></td> <td style="width:10%;"></td> <td style="width:10%;"></td> <td style="width:10%;"></td> <td style="width:10%;"></td> <td style="width:10%;"></td> <td style="width:10%;"></td> <td style="width:10%;"></td> <td style="width:10%;"></td> </tr> </table> or Employer identification number <table border="1" style="width:100%; height: 20px; border-collapse: collapse;"> <tr> <td style="width:10%; text-align: center;">8</td> <td style="width:10%; text-align: center;">4</td> <td style="width:10%; text-align: center;">-</td> <td style="width:10%; text-align: center;">1</td> <td style="width:10%; text-align: center;">5</td> <td style="width:10%; text-align: center;">5</td> <td style="width:10%; text-align: center;">2</td> <td style="width:10%; text-align: center;">1</td> <td style="width:10%; text-align: center;">3</td> <td style="width:10%; text-align: center;">5</td> </tr> </table>											8	4	-	1	5	5	2	1	3	5
8	4	-	1	5	5	2	1	3	5												

Part II Certification Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	

Sign Here	Signature of U.S. person ▶ <i>Kendra L Permy</i>	Date ▶ 2/22/22
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

EXHIBIT F

**LIST OF ALL LIENS PERMITTED TO AFFECT THE PREMISES AS OF THE
LANDLORD DELIVERY DATE**

**Starwood Mortgage Capital LLC
Deed of Trust, Assignment of Leases and Rents and Security Agreement
Dated September 1, 2015**

EXHIBIT G

INTENTIONALLY OMITTED

EXHIBIT H**EXISTING EXCLUSIVE USE RIGHTS AND PROHIBITED USES**

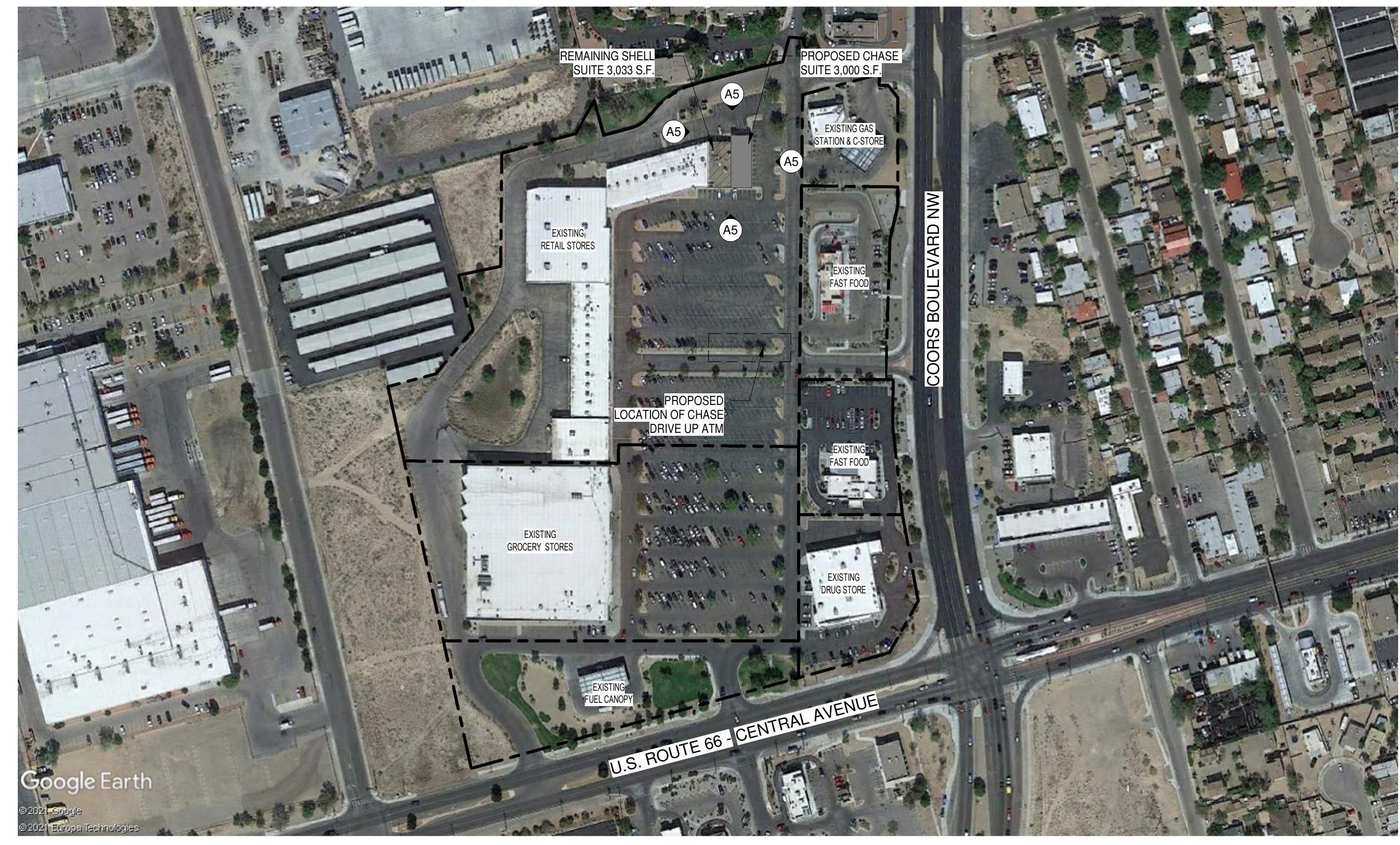
Tenant	Exclusive Use
Family Dollar	Variety store, variety discount store, dollar store, any store similar to tenant in operations or merchandising
Ace Cash Express	Check cashing for a fee
Sally Beauty	Beauty supply store
GameStop	Entertainment software, video software or video game cartridges. Only applies to spaces under 2,000 SF.
Eyebrow Threading	Eyebrow threading
OneMain Financial	Financial institution engaging in finance, consumer loans, personal loans, sale of insurance, banking, mortgage lending, commercial lending or sale of securities
H&R Block	Tax preparation, electronic filing or refund anticipation loans
Route 66 Children's Dentistry	Dental and orthodontic office

EXHIBIT I

PLANS AND SPECIFICATIONS FOR TENANT IMPROVEMENTS

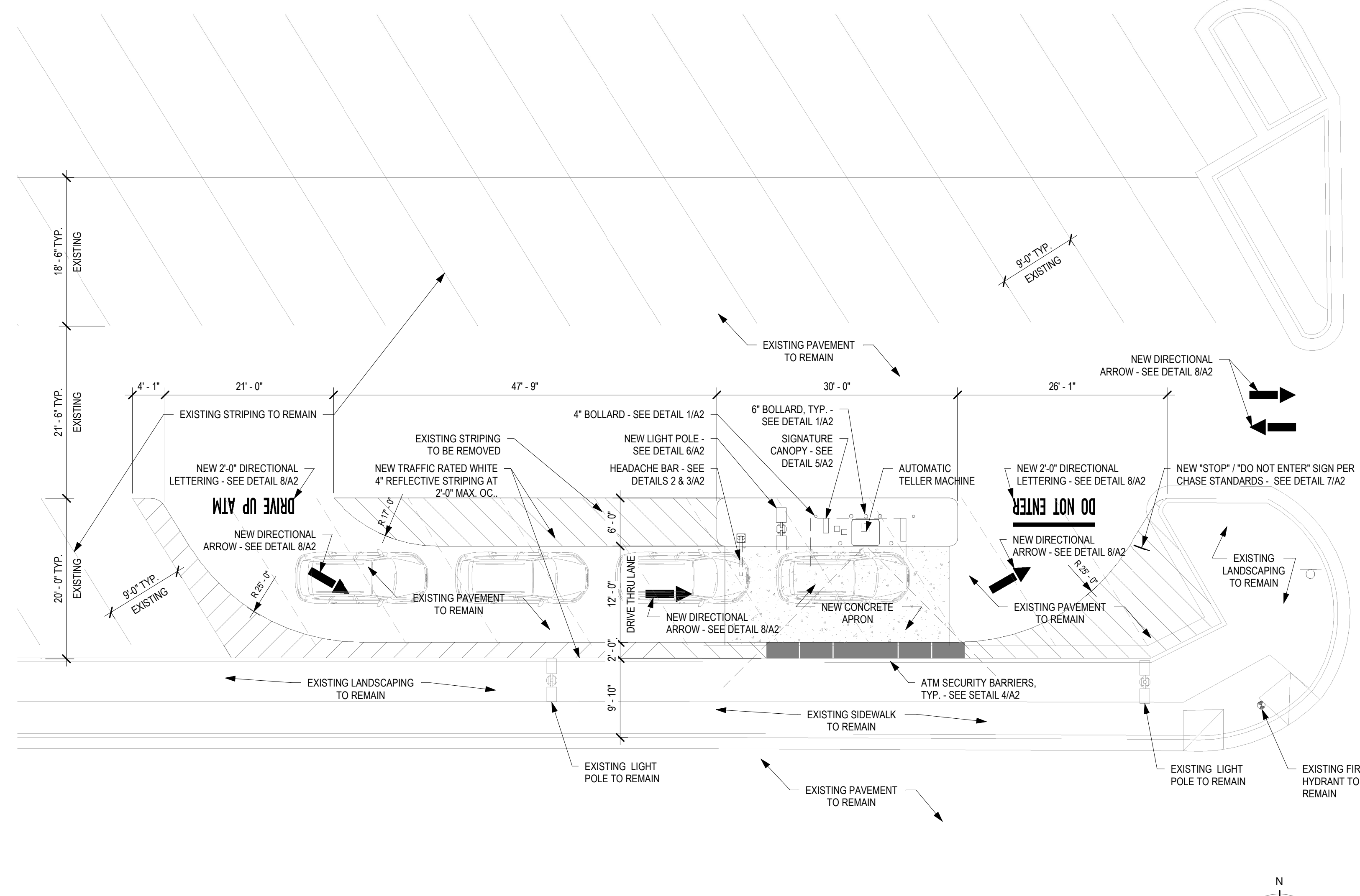
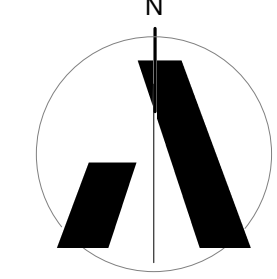
[See attached]

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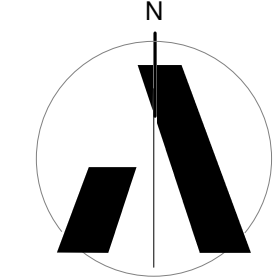
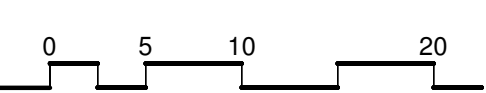
OVERALL SITE PLAN (FOR REFERENCE)

SCALE: NOT TO SCALE



SITE PLAN

SCALE: 1" = 10'-0"



PROJECT DATA

PROJECT OWNER:
J.P. MORGAN CHASE, N.A.
CORP. REAL ESTATE SERVICES
201 NORTH CENTRAL AVENUE, 25TH FLOOR
PHOENIX, ARIZONA 85004

CONTACT: JOE M. HERNANDEZ
T 602.221.4601
E JOE.M.HERNANDEZ@JPMCHASE.COM

ARCHITECT:
APMI, INC.
3003 NORTH CENTRAL AVENUE
SUITE 1100
PHOENIX, ARIZONA 85012

CONTACT: WILL REILLY, A.I.A.
T 480.998.0709
E WREILLY@APMI.COM

LANDLORD:
COORS CTR DSG LLC & COORS CTR SG LLC &
COORS CTR MB LLC & ETAL CIO DSG TRUST
1155 KELLY JOHNSON BLVD
SUITE 302
COLORADO SPRINGS, COLORADO 80920

CONTACT: KERI ASHLEY
T 303.318.0100
E KERI@OAKREALTYPARTNERS.COM

PROJECT LOCATION:
111 COORS BOULEVARD NORTHWEST
SUITE E-11
ALBUQUERQUE, NEW MEXICO 87121

LEGAL DESCRIPTION:
TR A-1A-2A OF TRS A-1A-2A, A-1A-2B & A-1A-2C HUBBELL PLAZACONT 9.8880 AC ML OR 430,721 SF ML

PROJECT SUMMARY:
CONSTRUCTION OF A NEW REMOTE DRIVE UP ATM UNIT IN THE EXISTING PARKING AREA. THIS WILL INVOLVE THE REMOVAL OF 12 EXISTING PARKING SPACES AND REALLOCATING THEM FOR DRIVE THRU QUEUING.

PARCEL NUMBER:
10100574423210101

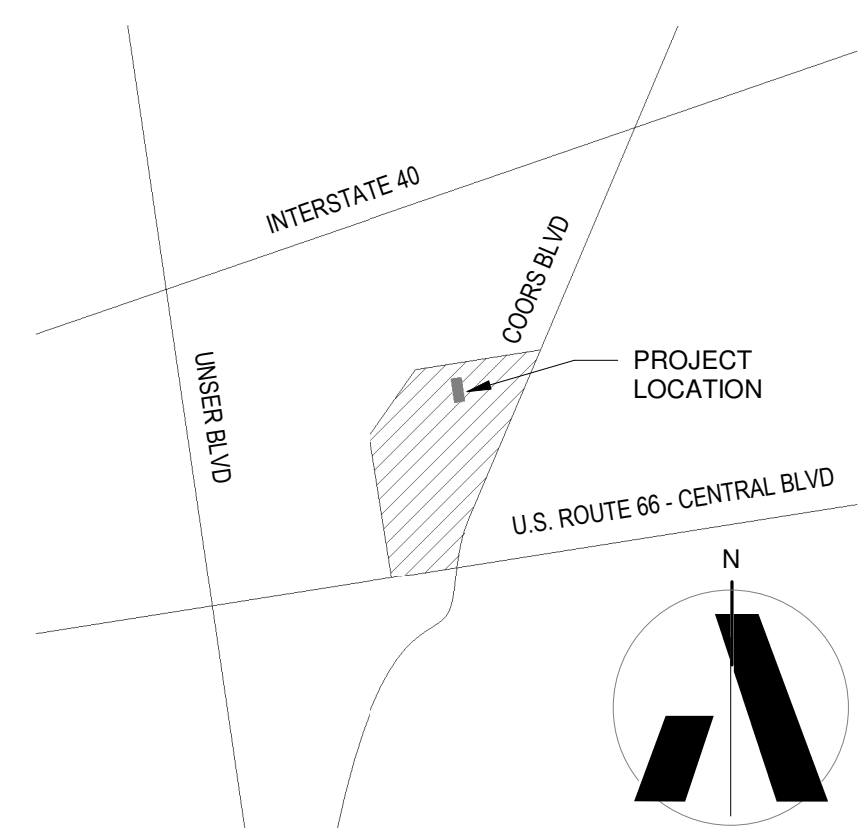
ZONING:
MX-M (MIXED USE - MEDIUM INTENSITY ZONE)

IMPROVEMENT AREA:
3,000 S.F.

BUILDING HEIGHT:
±19'-6" (EXST.)

BUILDING CODES:
2015 NEW MEXICO COMMERCIAL BUILDING CODE
2015 NEW MEXICO MECHANICAL CODE
2015 NEW MEXICO PLUMBING CODE
2017 NEW MEXICO ELECTRIC CODE
2018 INTERNATIONAL ENERGY CONSERVATION CODE
2015 CITY OF ALBUQUERQUE FIRE CODE
2010 ADA STANDARDS FOR ACCESSIBLE DESIGN

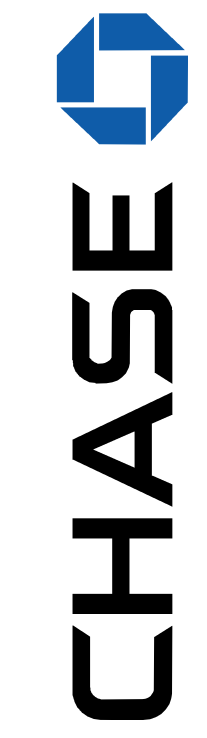
*ALL CODES AS MODIFIED BY THE CITY OF ALBUQUERQUE AMENDMENTS



VICINITY MAP

NOT TO SCALE

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APMI
architecture
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DRAWN JCG
DATE 3.FEBRUARY.2022
PROJECT 21125.00

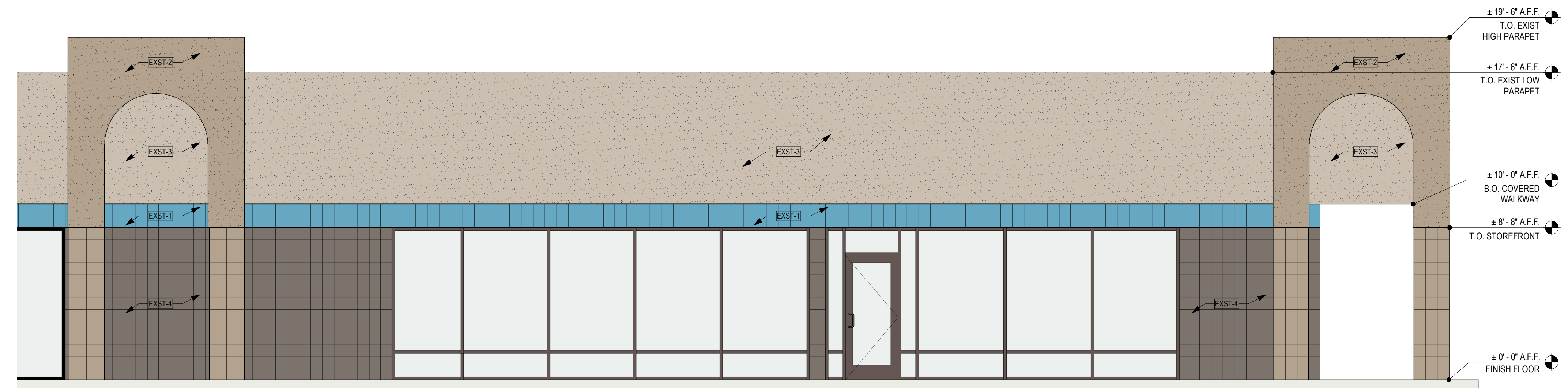
SITE PLAN

A1

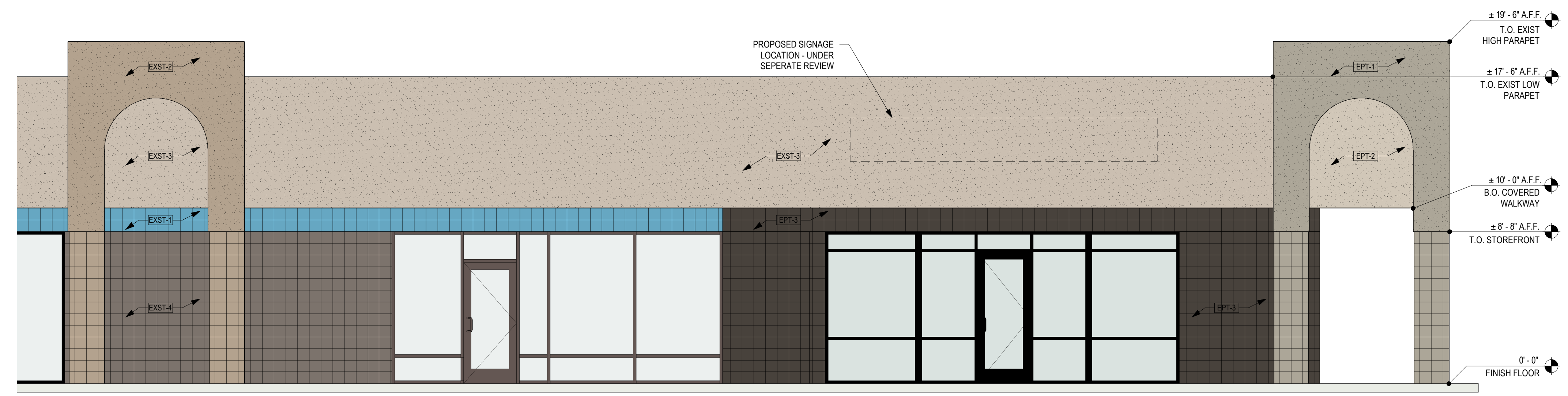
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EXISTING EXTERIOR FINISH MATERIALS	
	ACCENT BLOCK COLOR
EXST-1	EXACT COLOR IS UNKNOWN - SAMPLE IS COLOR MATCH
	MAIN TOWER STUCCO AND BLOCK COLOR
EXST-2	EXACT COLOR IS UNKNOWN - SAMPLE IS COLOR MATCH
	UPPER STUCCO COLOR
EXST-3	EXACT COLOR IS UNKNOWN - SAMPLE IS COLOR MATCH
	LOWER BLOCK COLOR
EXST-4	EXACT COLOR IS UNKNOWN - SAMPLE IS COLOR MATCH

PROPOSED EXTERIOR FINISH MATERIALS	
	FIBER CEMENT PANEL- DARK
FC-1	MANUFACTURER: NICHHA FIBER CEMENT
	PRODUCT: VINTAGEWOOD AWP 1818 (AVAILABLE AS AWP 3030 FOR NON-PROTOTYPICAL PROJECTS)
	COLOR: BARK
	SIZE: 18" NOMINAL x 72" NOMINAL AND 120" NOMINAL
	NOTES: INCLUDE 3.5" MANUFACTURED CORNERS AND MANUFACTURER'S "ESSENTIAL" FLASHING SYSTEM.
	ROOF COPING
RC-1	MANUFACTURER: PETERSEN ALUMINUM / PAC-CLAD
	PRODUCT: PAC-CONTINUOUS
	COLOR: MATTE BLACK STEEL / BLACK ALUMINUM
	MAIN TOWER STUCCO AND BLOCK COLOR
EPT-1	MANUFACTURER: SHERWIN-WILLIAMS
	PRODUCT: METALATEX ACRYLIC SEMI-GLOSS
	COLOR: SW 7045 INTELLECTUAL GRAY
	FINISH: SEMI-GLOSS
	UPPER STUCCO COLOR
EPT-2	MANUFACTURER: SHERWIN-WILLIAMS
	PRODUCT: METALATEX ACRYLIC SEMI-GLOSS
	COLOR: SW 7036 ACCESSIBLE BEIGE
	FINISH: SEMI-GLOSS
	LOWER BLOCK COLOR
EPT-3	MANUFACTURER: SHERWIN-WILLIAMS
	PRODUCT: METALATEX ACRYLIC
	COLOR: SW 7675 SEALSKIN
	FINISH: SEMI-GLOSS

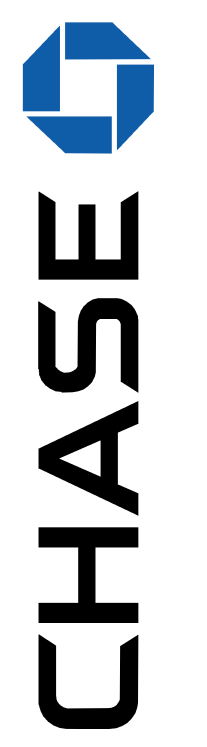


1 EXST SOUTH COLORED ELEVATION
SCALE: 1/4" = 1'-0"



2 PROPOSED SOUTH COLORED ELEVATION
SCALE: 1/4" = 1'-0"

US66 & COORS
111 COORS BOULEVARD NORTHWEST, ALBUQUERQUE, NEW MEXICO 87121



APM architecture
3045 NORTH CENTRAL AVENUE, SUITE 1100
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480.988.0709
apm.com

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DRAWN: JCG
DATE: 3.FEBRUARY.2022
PROJECT: 21125.00

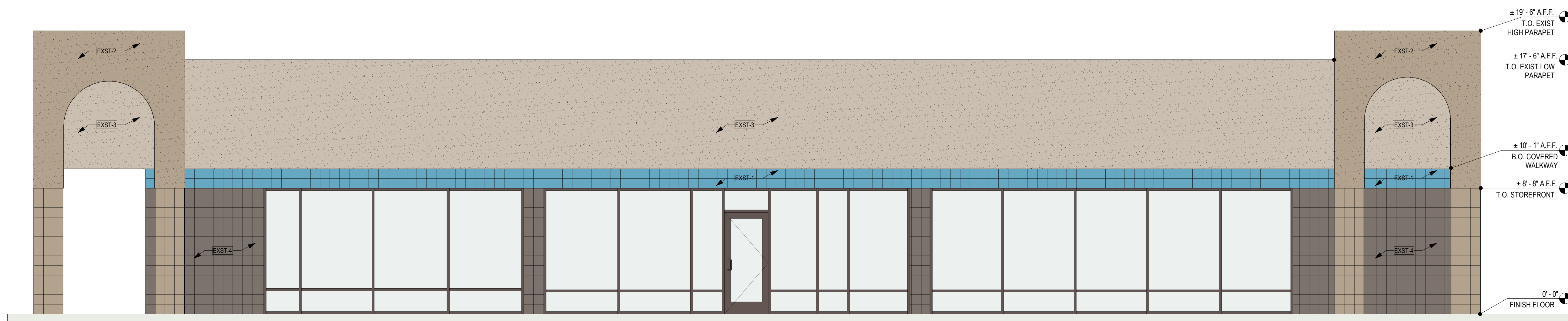
SOUTH COLORED ELEVATIONS

A3

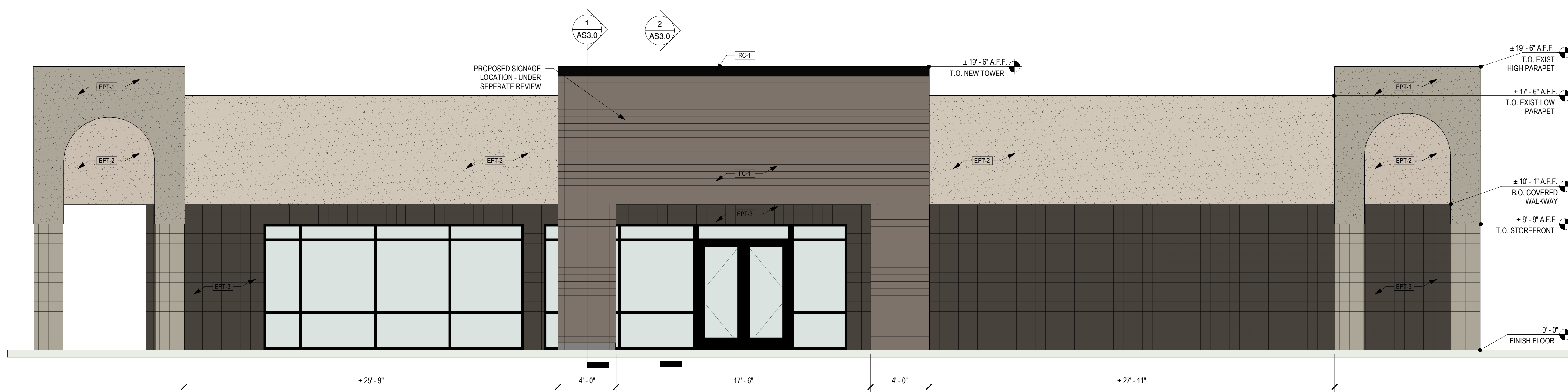
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EXISTING EXTERIOR FINISH MATERIALS	
	ACCENT BLOCK COLOR
	EXST-1 EXACT COLOR IS UNKNOWN - SAMPLE IS COLOR MATCH
	MAIN TOWER STUCCO AND BLOCK COLOR
	EXST-2 EXACT COLOR IS UNKNOWN - SAMPLE IS COLOR MATCH
	UPPER STUCCO COLOR
	EXST-3 EXACT COLOR IS UNKNOWN - SAMPLE IS COLOR MATCH
	LOWER BLOCK COLOR
	EXST-4 EXACT COLOR IS UNKNOWN - SAMPLE IS COLOR MATCH

PROPOSED EXTERIOR FINISH MATERIALS	
FC-1	FIBER CEMENT PANEL- DARK
	MANUFACTURER: NICHHA FIBER CEMENT
	PRODUCT: VNTAGEWOOD AWP 1818 (AVAILABLE AS AWP 3030 FOR NON-PROTOTYPICAL PROJECTS)
	COLOR: BARK
RC-1	ROOF COPING
	MANUFACTURER: PETERSEN ALUMINUM / PAC-CLAD
	PRODUCT: PAC-CONTINUOUS
	COLOR: MATTE BLACK STEEL / BLACK ALUMINUM
EPT-1	MAIN TOWER STUCCO AND BLOCK COLOR
	MANUFACTURER: SHERWIN-WILLIAMS
	PRODUCT: METALATEX ACRYLIC SEMI-GLOSS
	COLOR: SW 7045 INTELLECTUAL GRAY
EPT-2	UPPER STUCCO COLOR
	MANUFACTURER: SHERWIN-WILLIAMS
	PRODUCT: METALATEX ACRYLIC SEMI-GLOSS
	COLOR: SW 7036 ACCESSIBLE BEIGE
EPT-3	LOWER BLOCK COLOR
	MANUFACTURER: SHERWIN-WILLIAMS
	PRODUCT: METALATEX ACRYLIC
	COLOR: SW 7675 SEALSKIN



1 EXST EAST COLORED ELEVATION
SCALE: 1/4" = 1'-0"



2 PROPOSED EAST COLORED ELEVATION
SCALE: 1/4" = 1'-0"

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111 COORS BOULEVARD NORTHWEST, ALBUQUERQUE, NEW MEXICO 87121





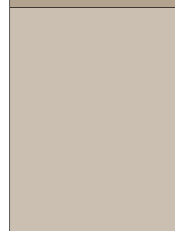


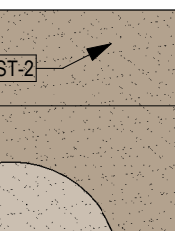
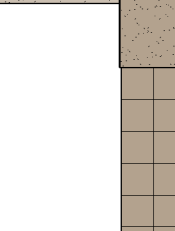
AP/II
architecture
3605 NORTH CENTRAL AVENUE, SUITE 1100
PHOENIX, ARIZONA 85012
480.980.0709
ap/ii.com

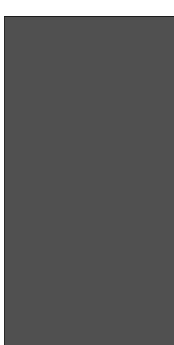

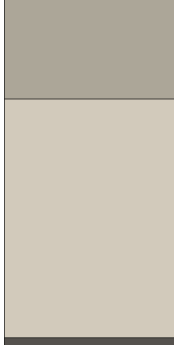


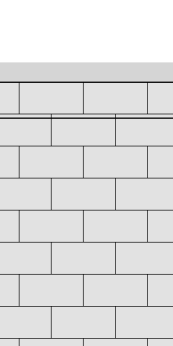
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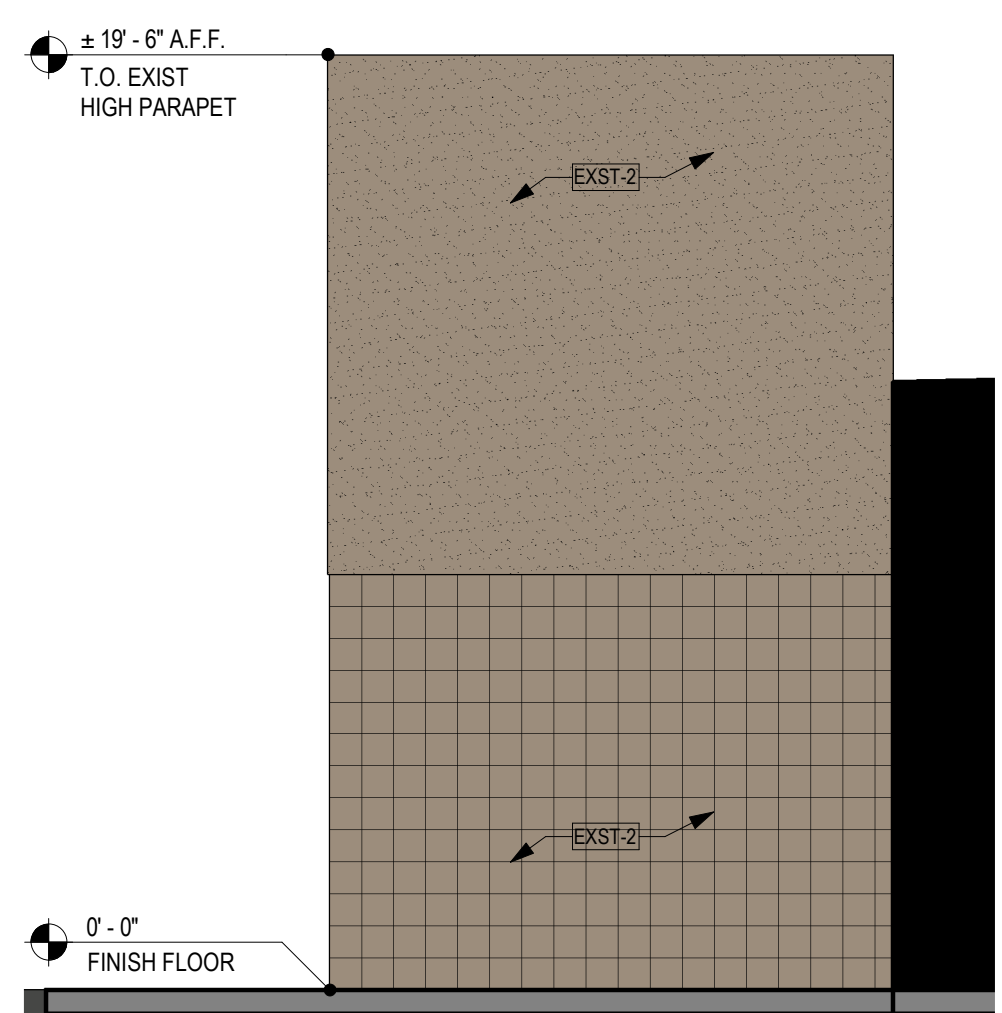
DRAWN: JCG
DATE: 3.FEBRUARY.2022
PROJECT: 21125.00

EAST COLORED ELEVATIONS

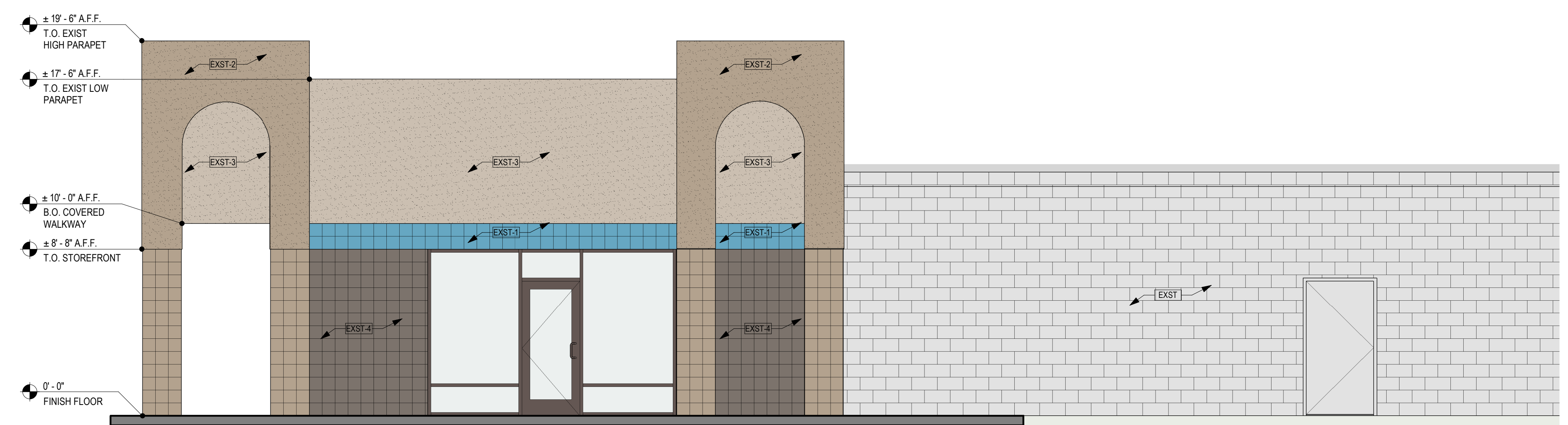
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EXISTING EXTERIOR FINISH MATERIALS	
	ACCENT BLOCK COLOR
	EXST-1 EXACT COLOR IS UNKNOWN - SAMPLE IS COLOR MATCH
	MAIN TOWER STUCCO AND BLOCK COLOR
	EXST-2 EXACT COLOR IS UNKNOWN - SAMPLE IS COLOR MATCH
	UPPER STUCCO COLOR
	EXST-3 EXACT COLOR IS UNKNOWN - SAMPLE IS COLOR MATCH
	LOWER BLOCK COLOR
	EXST-4 EXACT COLOR IS UNKNOWN - SAMPLE IS COLOR MATCH

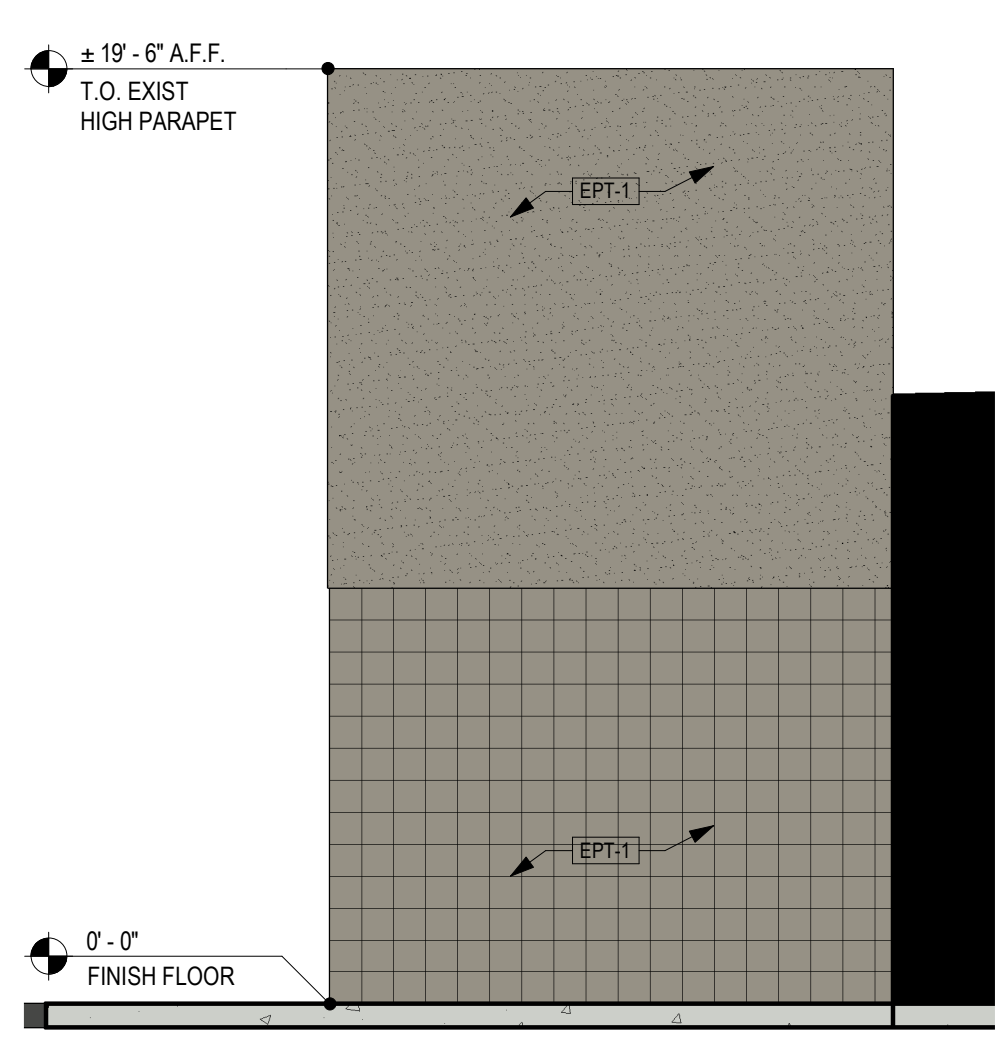
PROPOSED EXTERIOR FINISH MATERIALS	
	FIBER CEMENT PANEL- DARK
	FC-1 MANUFACTURER: NICHHA FIBER CEMENT PRODUCT: VINTAGEWOOD AWP 1818 (AVAILABLE AS AWP 3030 FOR NON-PROTOTYPICAL PROJECTS) COLOR: BARK SIZE: 18" NOMINAL x 72" NOMINAL AND 120" NOMINAL NOTES: INCLUDE 3.5" MANUFACTURED CORNERS AND MANUFACTURER'S "ESSENTIAL" FLASHING SYSTEM.
	RC-1 ROOF COPING MANUFACTURER: PETERSEN ALUMINUM / PAC-CLAD PRODUCT: PAC-CONTINUOUS COLOR: MATTE BLACK STEEL / BLACK ALUMINUM
	EPT-1 MAIN TOWER STUCCO AND BLOCK COLOR MANUFACTURER: SHERWIN-WILLIAMS PRODUCT: METALATEX ACRYLIC SEMI-GLOSS COLOR: SW 7045 INTELLECTUAL GRAY FINISH: SEMI-GLOSS
	EPT-2 UPPER STUCCO COLOR MANUFACTURER: SHERWIN-WILLIAMS PRODUCT: METALATEX ACRYLIC SEMI-GLOSS COLOR: SW 7036 ACCESSIBLE BEIGE FINISH: SEMI-GLOSS
	EPT-3 LOWER BLOCK COLOR MANUFACTURER: SHERWIN-WILLIAMS PRODUCT: METALATEX ACRYLIC COLOR: SW 7675 SEALSKIN FINISH: SEMI-GLOSS



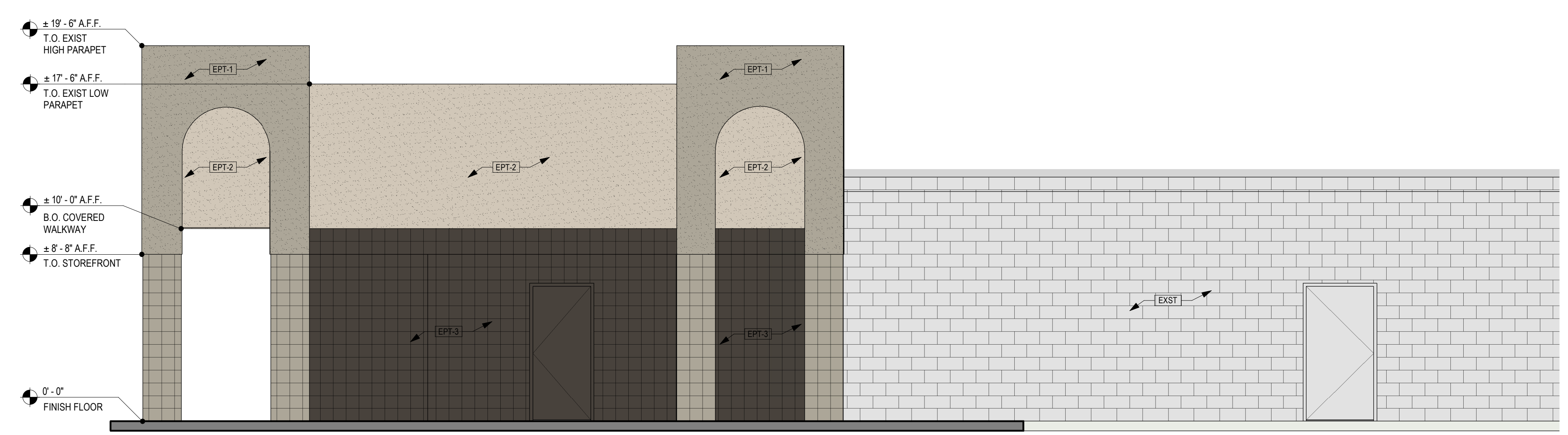
3 EXST WEST COLORED ELEVATION
SCALE: 1/4" = 1'-0"



1 EXST NORTH COLORED ELEVATION
SCALE: 1/4" = 1'-0"

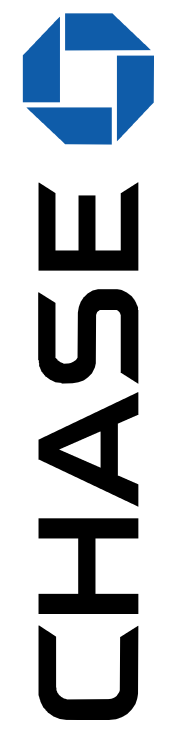


4 PROPOSED WEST COLORED ELEVATION
SCALE: 1/4" = 1'-0"



2 PROPOSED NORTH COLORED ELEVATION
SCALE: 1/4" = 1'-0"

US66 & COORS
111 COORS BOULEVARD NORTHWEST, ALBUQUERQUE, NEW MEXICO 87121



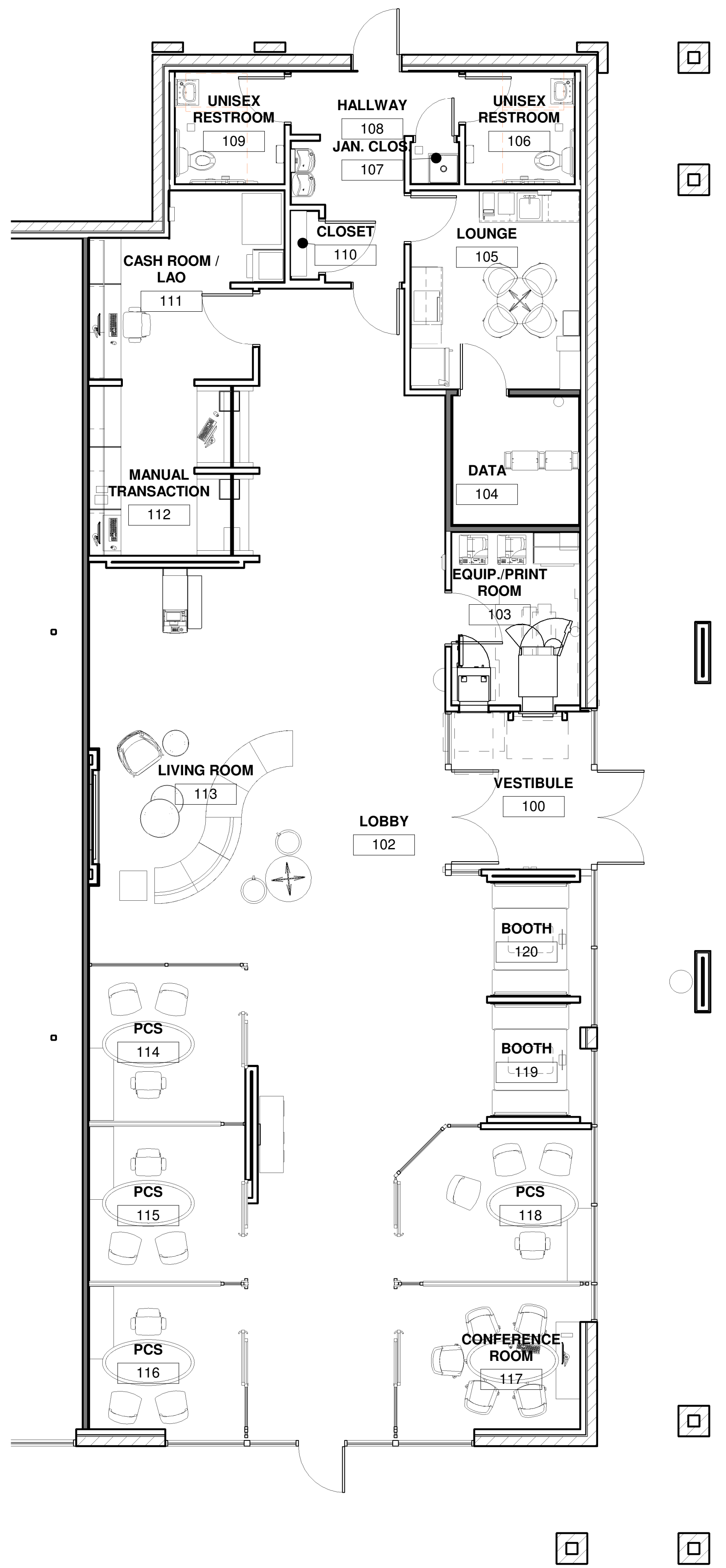
APM
architecture
3605 NORTH CENTRAL AVENUE, SUITE 1100
PHOENIX, ARIZONA 85012
480.968.0709
apm.com

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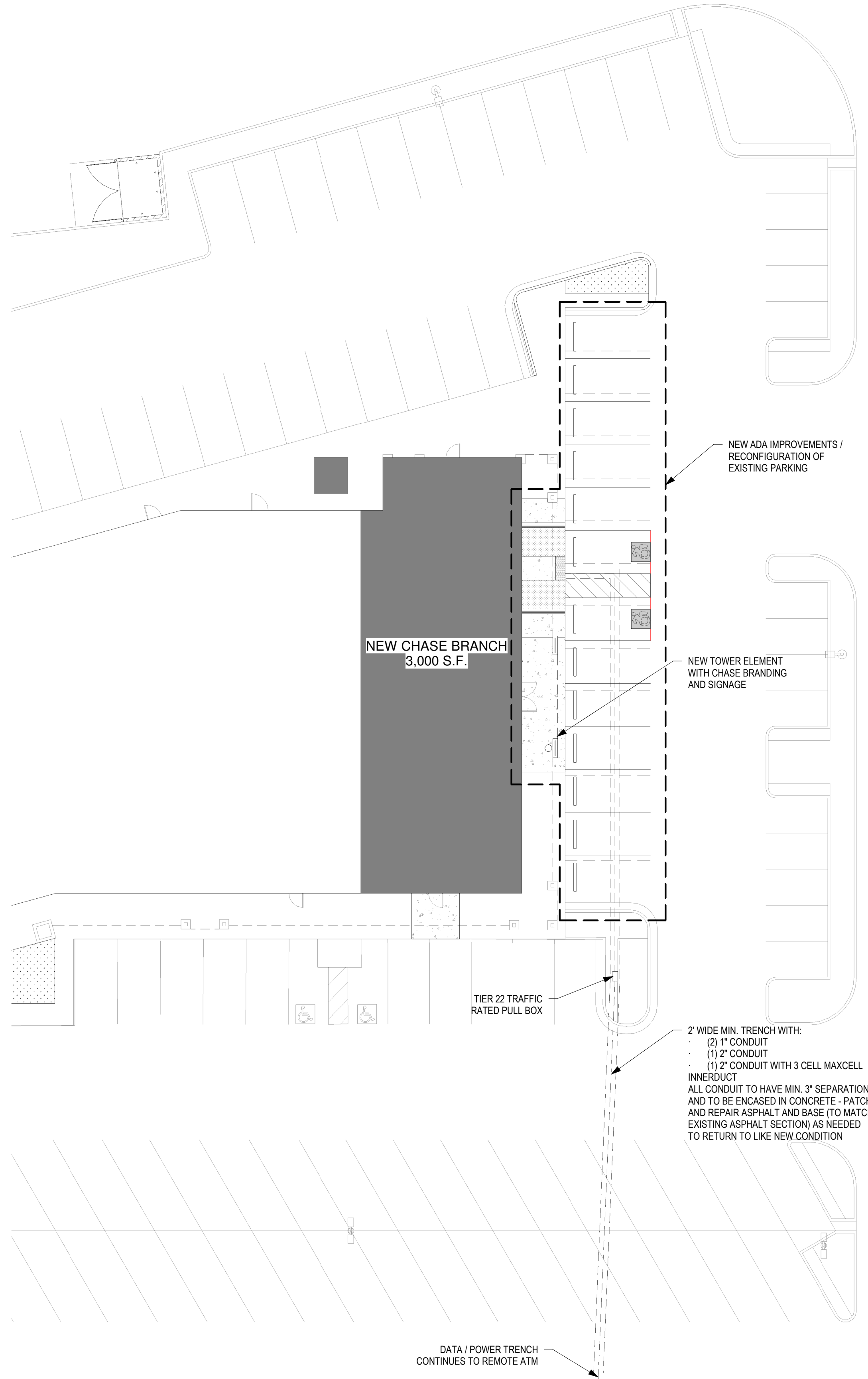
DRAWN: JCG
DATE: 3.FEBRUARY.2022
PROJECT: 21125.00

NORTH COLORED ELEVATIONS

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2 FLOOR PLAN
SCALE: 3/16" = 1'-0"



1 OVERALSITE PLAN
SCALE: 1/16" = 1'-0"

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DRAWN JCG
DATE 3.FEBRUARY.2022
PROJECT 21125.00

SITE IMPROVEMENTS / FLOOR PLAN

EXHIBIT J

After recording, return to:

JPMorgan Chase Bank, NA
1111 Polaris Parkway, Suite 1E
Mail Code OH1-0241
Columbus, OH 43240
Attn: Lease Administration

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT (the "Agreement") is made as of this ____ day of _____ 202____, by and between _____ ("Lender"), **JPMORGAN CHASE BANK, NATIONAL ASSOCIATION**, a national banking association ("Tenant"), and **COORS CENTER DSG, LLC**, a New Mexico limited liability company and the other tenants in common signatory hereto ("Landlord" and "Borrower").

RECITALS

A. Landlord is the owner of those certain premises described on Schedule A annexed hereto and made a part hereof and commonly known as _____ (together with the improvements located thereon, the "Property");

B. Under the terms of a certain Lease [(the "Lease"), dated _____,][as amended by the agreements described on Exhibit 1 annexed hereto and made a part hereof (the "Lease")], Landlord leased to Tenant all or a portion of the Property, as more particularly described in the Lease;

C. Lender had made a mortgage loan to Landlord or is about to make a mortgage loan to Landlord secured by a mortgage or deed of trust encumbering the Property, which includes an assignment of Landlord's interest in the Lease (the "Mortgage").

D. The Mortgage constitutes a lien upon the Property;

E. Tenant desires to be assured of Tenant's rights under the terms of its Lease and is willing to enter into this Agreement to induce Lender to recognize Tenant's rights under the Lease; and

F. Lender is willing to enter into this Agreement on the terms and conditions hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for

other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender, Tenant and Landlord hereby agree as follows:

1. Provided Lender complies with the provisions of Paragraph 2 hereof, the Lease is and shall be subject and subordinate in all respects to the Mortgage and to all the terms, conditions and provisions thereof and to all advances made or to be made thereunder and all amounts secured thereby and to any amendment, renewal, modification, replacement or extension hereafter made.

2. In the event of the foreclosure of the Mortgage or a sale of the Property under a power of sale in the Mortgage, or the acquisition of a deed to the Property in lieu of foreclosure by Lender prior to the expiration of the Lease, including any extensions and renewals of the Lease, provided Tenant is not in default beyond the expiration of any applicable notice or grace period under any of the terms, covenants and conditions of the Lease on its part to be observed and performed, Lender does hereby agree as follows:

- (a) Tenant's occupancy of the Premises shall not be disturbed by Lender;
- (b) The Lease shall continue in full force and effect and Lender shall not interfere with Tenant's rights and privileges thereunder and will thereby establish direct privity of estate and contract as between Lender and Tenant with the same force and effect and relative priority in time and right as though the Lease were originally made directly from Lender to Tenant (but subject to the provisions of this Agreement); and
- (c) Lender shall not join Tenant as a party defendant in any action for the purpose of terminating Tenant's interest under the Lease due to any default by Landlord or its successors under the Mortgage; provided, however, Lender shall have no further obligations to Tenant under the Lease or otherwise from and after such time as Lender ceases to be the owner of the Property; and provided further, Lender shall not in any way or to any extent be liable to Tenant:
 - (i) For any past act or omission to act or default on the part of the original or any prior landlord under the Lease and Tenant shall have no right to assert any damages arising therefrom against Lender except for damages, offsets, defenses, claims or counterclaims expressly provided for under the Lease; and provided, however, that such absence of liability or unavailability of claims for damages, offsets, defenses, claims or counterclaims shall not be deemed to permit the repetition or continuation of any such act or omission (or the continuation of a condition from a past act or omission) not otherwise permitted under the Lease;
 - (ii) For any prepayment of rent or deposit, rental security or any other sums deposited with the original or any prior landlord (unless paid pursuant to the express terms of the Lease), and not delivered to Lender;

- (iii) For any modification or amendment to the Lease hereafter made without Lender's consent which results in a material reduction of any rent or other charges payable by Tenant under the Lease or which materially increases the obligations of Landlord under the Lease.

3. Provided that the conditions and agreements set forth herein, including non-disturbance, are complied with, in the event of the foreclosure of the Mortgage or a judicial sale of the Property, or the acquisition of a deed to the Property in lieu of foreclosure by Lender prior to the expiration date of the Lease, or any extensions or renewal thereof, including any extensions and renewals of the Lease, Tenant hereby covenants and agrees to make full and complete attornment to Lender for the balance of the term of the Lease, including any extensions and renewals thereof (to the extent elected by Tenant from time to time), upon the same terms, covenants and conditions as therein provided, so as to establish direct privity of estate and contract as between Lender and Tenant with the same force and effect and relative priority in time and right as though the Lease were originally made directly from Lender to Tenant (but subject to the provisions of this Agreement), and Tenant will thereafter make all rent payments directly to Lender. Notwithstanding the foregoing, Tenant shall be under no obligation to pay rent to Lender until Tenant receives written notice from Lender that it has succeeded to the interest of Landlord under the Lease. Landlord hereby irrevocably authorizes and directs Tenant to make all rent payments directly to Lender upon receipt of such notice from Lender.

4. It is understood and agreed that until Lender shall become the owner of the Property, Lender shall not have any responsibility as owner of the Property or as landlord under the Lease. Tenant hereby acknowledges and agrees that in the event Lender or its affiliate, successor, designee or assignee shall become the owner of the Property, that any liability or obligation of the landlord under the Lease shall be limited to the landlord's interest in the Property and no recourse shall be had to any other assets of Lender or its affiliate, successor, designee or assignee. Subject to the foregoing limitation as to landlord's interest in the Property, during such time as Lender or its affiliate, successor, designee or assignee shall be the owner of the Property, Tenant may exercise any right or remedy provided in the Lease or by law in the event of any failure to perform any obligation of the landlord under the Lease.

5. Tenant agrees to send a copy of any notice or statement under the Lease to Lender (at Lender's address as given herein or the last address of Lender furnished to Tenant in writing as described in paragraph 6) at the same time as such notice or statement is sent to the Landlord under the Lease, whenever any such notice or statement alleges a default by, or failure on the part of, the Landlord to perform its duties under the Lease. Notwithstanding anything contained herein to the contrary, failure to send such notice shall not impair the validity of Tenant's notice to Landlord.

6. Tenant hereby agrees that, from and after the date hereof, in the event of any act or omission by the Landlord under the Lease which would give Tenant the right, either immediately or after the lapse of a period of time, to terminate the Lease, or to claim a partial or total eviction, Tenant will not exercise any such right (a) until it has given written notice of such act or omission, by registered or certified mail, return receipt requested, addressed to Lender, at Lender's address as given herein or at the last address of Lender furnished to Tenant in writing (by registered or certified mail addressed to Tenant at Tenant's address as given herein or the last address of Tenant

Notary Public
My Commission Expires: _____

WITNESSES:

TENANT: **JPMorgan Chase Bank, National Association**

Name: _____

By: _____

Name: _____

Title: _____

Attest: _____

Address:
Attn: Lease Administration
1111 Polaris Parkway, Ste 1E
Mail Code: OH1-0241
Columbus, OH 43240

TENANT'S NOTARY

STATE OF OHIO
COUNTY OF FRANKLIN

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ of JPMorgan Chase Bank, N.A., personally known to me to be the same person whose name is subscribed to the foregoing instrument as such she appeared before me this day in person and acknowledged that (s)he signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said corporation/association, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 202__.

Notary Public
My Commission Expires: _____

SCHEDULE A

Property Description

EXHIBIT 1

Description of Lease and Amendments

Lease dated _____, between _____, as Landlord and _____, as Tenant.

[First Amendment], dated _____, between _____, as Landlord and _____, as Tenant.

[Second Amendment], dated _____, between _____, as Landlord and _____, as Tenant.

ETC.

[Note: in first bracket, put in name of document. For instance, an amendment may be called "Additional Space Agreement" or "Extension Agreement", etc.]

EXHIBIT K

ESTOPPEL CERTIFICATE

[To be used with Subordination, Non-disturbance and Attornment Agreement]

[See attached]

TENANT ESTOPPEL CERTIFICATE

[date]

[Landlord] _____

[Lender] _____

Re: _____ (the "Lease") dated _____ by and between _____, or a predecessor in interest ("Landlord") and JPMorgan Chase Bank, National Association, or a predecessor in interest ("Tenant") covering certain leased premises ("Premises") on the property located in _____ with a street address of _____.

Dear Sir or Madam:

Tenant acknowledges that it has been advised the Lease may be assigned to Landlord's mortgagee in connection with a proposed loan to Landlord to be secured, in whole or in part, by the property ("Property") on which the Premises are located. In connection therewith, Tenant certifies as follows:

1. The Lease is listed on the attached Exhibit A and constitutes the entire agreement between Landlord and Tenant with respect to Tenant's leasehold interest in the Premises. The Lease is in full force and effect and has not been modified, except as described on Exhibit A. Tenant has not assigned the Lease or sublet any part of the Premises to any third-party that is not an affiliate or subsidiary of JPMorgan Chase Bank, National Association except as described on Exhibit B.
2. Tenant occupies the Premises. To Tenant's knowledge, all conditions and agreements under the Lease required to be satisfied or performed to date by Landlord have been satisfied and performed, except as described on Exhibit C.
3. Tenant has not paid any rents or other sums due under the Lease more than thirty (30) days in advance of the date due under the Lease.
4. Tenant has not made any security deposit, except as described on Exhibit D.
5. The current term of the Lease expires on _____, subject to the rights and remedies of Landlord and Tenant expressly set forth in the Lease or otherwise provided by law.
6. The current monthly base rent payable under the Lease is \$ _____, excluding any adjustment for any other item defined as additional rent for which Tenant may be liable as expressly set forth in the Lease.
7. Except as expressly set forth in the Lease or otherwise provided by law, Tenant has no right to renew, extend, or terminate the Lease, or rent or occupy additional space, or purchase any portion of the Property. The foregoing statement shall not apply to any affiliate or subsidiary of JPMorgan Chase Bank, National Association, including without limitation Tenant, to the extent, if at all, that

any such affiliate or subsidiary of JPMorgan Chase Bank, National Association, is the holder of any lien, security interest, mortgage, deed of trust, or other encumbrance that covers any portion of the Premises but does not arise out of Tenant’s leasehold interest in the Premises.

- 8. This Estoppel Certificate is executed and delivered by the authorized representative of Tenant and shall be binding upon Tenant, its successors and assigns. This Estoppel Certificate shall be relied upon and inure to the benefit of Landlord and Landlord’s mortgagee.
- 9. Nothing contained in this Estoppel Certificate shall in any way impair, alter or waive Tenant’s rights, if any, expressly set forth in the Lease, including, but not limited to, our right to audit or otherwise review and evaluate any costs or expenditures of Landlord that constitutes a component of any rent or other sum payable by Tenant pursuant to the Lease. Tenant retains all rights and remedies in connection with the same.

By: JPMorgan Chase Bank, National Association, a national banking association

By: _____
Name: _____
Title: _____

Attachments:

- Exhibit A The Lease
- Exhibit B Assignments/Subleases
- Exhibit C Outstanding Landlord Obligations
- Exhibit D Deposit

Cc: JPMorgan Chase Bank, National Association
Attention: Lease Administration



architecture
planning
management
interiors

Date: 13 April 2022

To Whom It May Concern,

To:

City of Albuquerque
Planning Department
600 2nd St NW – 3rd Floor
Albuquerque, NM 87102

Our proposed project consists of a new drive-up ATM and minor exterior modifications of an existing retail building that was developed and approved prior to the effective date of the Integrated Development Ordinance (IDO). The following is intended to justify this minor amendment as advised by city staff during our Pre-Application Review Team Meeting (PA-21-185) on September 24, 2021. The attached building and site modifications meet the original requirements in the “Notification of Decision” as approval from case file number Z-86-24-1 dated June 22, 1987. The original case file for this development is available for review in this submittal and predates the implementation of the IDO.

Re:

Justification Letter for
Minor Amendment to Site
Development Plan
Approved Prior to the
Effective Date of the IDO

Chase US66 & Coors
111 Coors Blvd NW
Albuquerque, NM 87121

This project will have an impact on the current parking arrangements at the shopping center. Currently there is approximately 72,517 square feet of retail space in this shopping center. Per the requirements of the 1974 City of Albuquerque Comprehensive City Zoning Code, this development is responsible to provide 363 parking spaces, 8 handicap parking spaces and 20 bicycle parking spaces. Currently there are 410 spaces, 10 handicap parking spaces and 8 bicycle parking spaces. Our project would revise the existing parking numbers to 396 spaces, 12 handicap parking spaces and 20 bicycle parking spaces. Based on the aforementioned data and after our modifications to the site, the shopping center will still exceed the code minimum required number of parking spaces by 33 spaces and 2 handicap spaces. In addition, the new Chase suite will also be changing uses from a more parking intensive current use as a restaurant, which by itself would require 20 parking spaces, to a less intensive retail use with a required 15 spaces. ^(Note 1)

The proposed modifications do not add to the overall building gross square footage, building height and setbacks. It will not be modifying or add to any existing walls, fences or any other numerical standard. The existing suite is a single restaurant tenant in a ±6,000s.f. suite and the project will be dividing it into two ±3,000s.f. suites. The current storefront is aligned for the needs of the previous single tenant and our project aims to reallocate the storefront to better serve the new two tenant configuration. We will be removing some existing sections of storefront at what will be the back of house area. Additional reconfiguration on the east and south sides will realign the entrance to the occupied suite and add entrance doors to the unoccupied suite. Additional exterior improvements will be removal of the existing signage and installation of new tenant signage, under a separate permit. A proposed tower addition on the east side of the building will be a monument to customers identifying the main entrance to the

CORPORATE
3003 North Central Avenue
Suite 1100
Phoenix, AZ 85012
o. 480.998.0709

apmi.com

Design. Experience.



Page: 2

bank. The tower consists of a framed wall with a fiber cement wood siding finish. The tower will match the height of the existing tower elements on the building and be a similar depth that is in alignment with the existing parapet. New paint colors along the north, east and a limited sections on the south are similar to the existing desert color palate used in the development. The new tower feature, combined with a new exterior painting finish, will give the end cap of this shopping center along Coors Blvd. a fresh and updated look similar to other modern shopping centers. ^(Note 2)

This project does not include any residential housing units. The requested change in this submittal does not propose any modifications to existing public infrastructure nor does it change any existing access or circulation patterns. ^(Note 3) This request does not require any additional variances or waivers. ^(Note 4) All items in this submittal are required for approval prior to the issuance of any permits.

We appreciate your time and consideration of this submittal. We are available and open to submitting any additional support documentation or questions you might have that would be needed for a final approval on this request.

Sincerely,

Juan C Gonzales – APMI, Inc.

Notes:

1. IDO 14-16-6-4(Z)(1)(a)1
2. IDO 14-16-6-4(Z)(1)(a)2
3. IDO 14-16-6-4(Z)(1)(a)3
4. IDO 14-16-6-4(Z)(1)(a)4

March 15, 2022

TO: APMI, Inc.
FROM: Sergio Lozoya, Planner
City of Albuquerque Planning Department
TEL: (505) 924-3935
RE: Site Plan Amendment – Coors and Central

I am the Staff Planner reviewing your application for a Minor Amendment for project Z-86-24-1, a Site Plan EPC for a shopping center.

Please re-submit a justification letter, that responds directly to all the criteria (1-13) in 6-4(Y)(2) Minor Amendments.

Please summarize all changes in the justification letter, and include all relevant calculations. Some changes that were not discussed were: the façade improvements, i.e., removing windows, building the entrance tower, reduction in parking (demonstrate total existing vs proposed amount), and new signage.

Please let me know if you have any questions/concerns.

Thanks,

Sergio Lozoya / Current Planner