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James H. Rees  
Pack & Rees, PLLC  
638 North 5<sup>th</sup> Avenue  
Phoenix, Arizona 85003

FIRST AMENDMENT TO DECLARATION OF EASEMENTS,  
COVENANTS & RESTRICTIONS  
"COORS PAVILION"

THIS FIRST AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS & RESTRICTIONS – "COORS PAVILION" (this "Amendment") is made and entered into as of the 25<sup>th</sup> day of September, 2019, by RED SHAMROCK 4, LLC, a New Mexico limited liability company ("Declarant").

RECITALS

A. Declarant's predecessors-in-interest, Red Shamrock Investments, LLC, a New Mexico limited liability company, Red Shamrock 10, LLC, a New Mexico limited liability company and Red Shamrock 6, LLC, a New Mexico limited liability company (collectively, "Original Developer"), previously executed delivered that certain Declaration of Easements, Covenants and Restrictions, recorded on December 13, 2016 in the official records of Bernalillo County, New Mexico as Instrument No. 2016116329 (the "Declaration").

B. Declarant is the owner of the entirety of the Shopping Center and is the successor to the right, title, interest, duties and obligations of Original Developer under the Declaration; provided however, Levine Investments Limited Partnership, an Arizona Limited Partnership ("Levine") is the owner of Lot 4 and Kirtland Federal Credit Union, a federally chartered Credit Union, is the owner of Lot 7 ("KFCU").

C. Declarant wishes to amend the Declaration to address changes in the planned Shopping Center, subject to and in accordance with the further terms, covenants and provisions of this Amendment.

NOW, THEREFORE, in consideration of the execution and delivery of the Declaration, the foregoing Recitals, the mutual agreements, covenants and promises contained in this Amendment and other good and valuable considerations, the receipt, sufficiency and validity of which are hereby acknowledged, Declarant covenants as follows:

1. Definitions. Capitalized terms used without definition in this Amendment shall have the meanings assigned to such terms in the Declaration, unless the context expressly requires otherwise.

2. Legal Description. The legal description of the Shopping Center is hereby replaced by Exhibit A attached hereto.

3. Site Plan. The Site Plan of the Shopping Center is hereby replaced by Exhibit C attached hereto.

4. Definitions. The following is added as the final sentence of Article II.G and a new Article II.R.:

"G. Common Use Area shall not include any portion of a Lot improved with a Building or other ancillary Improvements not intended for common use such as patios, drive-thru lanes, trash receptacles and signage.

R. Maintenance Director. "Maintenance Director" shall mean the Owner of Lot 9."

5. Parcel Subdivision or Reconfiguration and Improvements; Modification of Site Plan. The following is added as the final sentence of Article III:

"Notwithstanding the foregoing, in no event may any Owner relocate the Access Driveway or Access Improvements located on its Lot without the prior written approval of all Owners."

6. Restrictions on Use of Property. The following is added to Article IV:

"(10) An amusement park, carnival or circus;

(11) A liquor store, cocktail lounge, bar or tavern; provided, however, (i) a high-end, national chain with no less than twenty locations (e.g., Total Wine and BevMo); (ii) microbrewery; (iii) brewery taproom; and (iv) distillery shall be allowed to operate anywhere in the Shopping Center except Lot 5 and Lot 7. Restaurants that serve alcohol on an incidental basis as opposed to a cocktail lounge or bar (e.g., Applebee's, R Taco, Garduno's, Costa Vida, etc.) shall be allowed to operate anywhere in the Shopping Center (unless otherwise prohibited by law, or local ordinance).

(12) Any new or used motor vehicle sales, or any vehicle repair shop or gas station; provided, however, a national chain auto repair or service operation with no less than twenty locations (e.g., Discount Tire and Jiffy Lube) shall be allowed to operate anywhere in the Shopping Center except Lot 5 and Lot 7."

7. Monument Sign. The first sentence of Article V.A. is hereby deleted in its entirety and replaced with the following:

"Declarant shall construct and erect three multi-tenant monument signs (each a "Monument Sign") consistent with the height, design and location depicted on the Monument Signage Exhibit attached hereto as Exhibit G (after review and approval required by the City of Albuquerque)."

8. Construction of Access Improvements and Other Improvements. The following is added to the end of Article VI.B.:

"Notwithstanding the foregoing, in no event may the Owner or any Occupant of Lot 7 or Lot 8 place or construct a Building within the No Build Area on its Lot as depicted on Exhibit H attached hereto."

9. Public and private utilities. The following is added to the end of Article VII:

"Declarant (and each successive Owner of any Lot) does hereby declare, for the benefit of the other Lot(s) in the Shopping Center and the Owner(s) of said Lot(s) and its or their respective successors in interest, Occupants, employees, agents, customers, licensees and invitees and for the benefit of the Lot(s) owned by each such grantee, a non-exclusive easement appurtenant to each Lot

owned by each grantee for utility suppliers, including, without limitation, gas, electricity, telephone, cable, water and sewer; provided, however, that such easements shall not, in any way, impact the use, operations, or rights of the tenants located on such Lots. Each Owner agrees to execute commercially reasonable easement documents as may be required by utility suppliers to effectuate the foregoing easement; provided, however, in no event shall such utility lines traverse a Lot underneath any planned or existing Building or ancillary improvement, such as a drive-thru lane or trash enclosure, and that such easement documents shall not, in any way, impact the use, operations, or rights of the tenants located on such Lots.

10. Parking Requirements. The second sentence of Article IX.A. is hereby deleted in its entirety and replaced with the following:

“Each Lot Owner shall provide on its respective Lot sufficient parking spaces (including handicap) to satisfy applicable Governmental Requirements for such Owner’s intended use without reliance on any parking spaces provided on another Lot and without a variance from the applicable Governmental Requirements (provided however, the Shopping Center contains non-exclusive cross parking easement rights that are applicable to each Lot and those rights alone, without special application to a particular Lot, shall not be considered a “variance” if included in the City of Albuquerque issuance of a building permit for a building with the Shopping Center)”

11. Maintenance of Monument Sign(s). Article X.A.(2) is hereby deleted in its entirety and replaced with the following:

“(2) The Maintenance Director shall maintain, repair and insure the Monument Sign (and Additional Monument Signs, if approved by City) in a first class manner and condition customary for comparable developments in the City and the greater Albuquerque, New Mexico area; provided, however, the other Owners who have sign panels on a Monument Sign shall install, maintain and repair their respective sign panels in a timely manner (including lamp replacement) and keep same in a first class manner and condition customary for comparable developments in the City and the greater Albuquerque, New Mexico area (and such Owners and Occupants shall have an easement from the Owner of the Lot upon which the Monument Sign is located (referred to herein as the “Burdened Owner”) to the extent reasonably necessary for such installation, maintenance and repair; provided, however, such Owner’s installation, maintenance and repair of its sign panel shall not materially adversely affect the other sign panels on such Monument Sign (and Additional Monument Signs, if approved by City), the Monument Sign (and Additional Monument Signs, if approved by City) itself or the utilities serving such Monument Sign, or any ingress, egress, parking, or other rights granted to the Owners under this Declaration. No Owner shall perform (or cause to be performed) installation, work, maintenance or other repair with respect to its sign panel on a Monument Sign until such Owner has (i) delivered written notice to Maintenance Director and the Burdened Owner of its intent to perform (or cause to be performed) such installation, work, maintenance or other repair, (ii) provided insurance evidence requested by and reasonably satisfactory to the Maintenance Director and Burdened Owner in connection with such work, (iii) delivered to the Maintenance Director and Burdened Owner plans and specifications approved by the applicable governmental authority, if applicable, as to such installation, maintenance, repair, reconstruction and/or replacement, and (iv) received the written approval of such anticipated work from the Maintenance Director and Burdened Owner. In addition to the foregoing, any work to or on the Monument Sign located on Lot 6 shall be performed exclusively on Sundays. All maintenance, repair, reconstruction and/or replacement by

any Owner shall be performed in a good and workmanlike, prompt and diligent manner and so as to minimize to the extent commercially reasonable any interference with the business operations of the Burdened Owner.

(a) A portion of the sums reasonably expended by the Maintenance Director for maintaining, repairing and insuring the Monument Sign (and Additional Monument Signs, if approved by City) (i.e., all costs associated with the operation, maintenance, management, repair and replacement of the Monument Sign (except for the costs attributable to the supply, installation, repair, and maintenance and replacements of the sign panels) including, without limitation: (i) costs of any utilities consumed by the Monument Sign; (ii) taxes attributable to the Monument Sign (if any); (iii) costs of repair to, and maintenance and replacements of, the Monument Sign; and (iv) costs of insurance premiums incurred for all insurance carried by the Maintenance Director with respect to the Monument Sign), shall be payable by the other Owners maintaining sign panels on such Monument Sign according to the relative area such Owner's sign panel occupies on such Monument Sign. Reimbursement of said costs to the Burdened Owner shall be paid by the other Owner(s) to the Maintenance Director annually within thirty (30) days after the Maintenance Director has provided the other Owner(s) with reasonable evidence of the amounts incurred.

(b) If any Owner fails to maintain and repair its sign panel as required hereunder, following written notice with reasonable opportunity to cure, then the Maintenance Director may complete all or a portion of such work as is necessary for the Maintenance Director to maintain the Monument Sign (and Additional Monument Signs, if approved by City) as required in this Declaration. Further, if Maintenance Director fails to maintain the Monument Sign, first, the Burdened Owner and thereafter, if such Burdened Owner fails to timely pursue, any Owner, may perform such maintenance work. In either such event, the Owner failing to maintain the applicable items shall pay to the performing party all sums expended by such party to complete such work, plus interest thereon at a rate per annum equal to the Default Rate (as hereinafter defined), from the date the performing party incurs such expense until repayment. Reimbursement of the costs of such work shall be paid by the other Owner(s) within thirty (30) days after the performing party has provided the other Owner(s) with reasonable evidence of the amounts incurred in connection with such work. Any Owner who fails to timely reimburse in accordance with the foregoing shall be a Defaulting Owner as defined herein, and the performing party shall be a Non-Defaulting Owner as defined herein, who shall be entitled to all rights of a Non-Defaulting Owner as set forth herein.

(c) The Maintenance Director shall be solely responsible for: (i) reasonably insuring (in coverage amounts and types to be determined by the Burdened Owner in its sole but reasonable discretion) the Monument Sign at its sole cost and expense; and (ii) the cost of all reasonably necessary repairs, maintenance and replacements to the Monument Sign or any Improvements attributable to the supply, installation, operation, maintenance, repair, or replacement of such Monument Sign. Any party performing or causing to be performed installation, maintenance, repair and/or replacement with respect to a sign panel on a Monument Sign (and Additional Monument Signs, if approved by City) must use a sign vendor approved in writing by Maintenance Director. Each Owner who is not a Burdened Owner with respect to a particular Monument Sign hereby agrees to indemnify and hold harmless the Burdened Owner from any and all

loss, costs and reasonable expenses (including reasonable attorney's fees) arising from the indemnifying Owner's (and/or its employees', agents', representatives', contractors', licensees' and invitees') use of the Sign Easement and its sign panel (including any liens of contractors, subcontractors, subsubcontractors, mechanics, laborers, and materialmen and all other items of like character incurred in connection therewith), excepting therefrom any damage caused by the gross negligence or willful acts of the Burdened Owner, its agents, Occupants and/or employees."

12. Exclusive Uses. The following exclusive use for the benefit of Lot 6 is hereby added to Exhibit F:

"For so long as Chick-fil-A is a tenant or Owner in the Shopping Center, Chick-fil-A shall have the exclusive right within the Shopping Center to operate a fast food restaurant or quick service restaurant selling or serving chicken as a principal menu item (the "Exclusive Use"). For the purposes of this Declaration, "a restaurant selling or serving chicken as a principal menu item" means a restaurant deriving twenty-five percent (25%) or more of its gross sales from the sale of chicken or for any of the following uses: Arby's, Boston Market, Kenny Roger's, Kentucky Fried Chicken, Popeye's, Church's, Bojangle's, Mrs. Winner's, Chicken Out, Willie May's Chicken, Biscuitville, Zaxby's, Ranch One, El Pollo Loco, Koo-Koo Roo, Pollo Campero, Pollo Tropical, Charo Chicken, Raising Cane's or Chester's. Notwithstanding anything to the contrary contained herein, Chick-fil-A explicitly consents to the use and operation of the existing users in the Shopping Center including: (i) Panera Bread restaurant, (ii) Starbucks Restaurant, (iii) Verizon store; and (iii) Blakes Lotaburger. Additionally Chick-fil-A explicitly consents to the operation of the following prospective users within the Shopping Center as such restaurants operate as of the date hereof: (i) Gardunos Restaurant; (ii) Costa Vida Restaurant; (iii) Olive Garden; (iv) R Taco; (v) Scarpas Pizzeria. The Exclusive Use does not apply to sit down restaurants of more than 7,000 square feet, with no drive-thru service and with tableside waitstaff.

13. Entire Agreement. The Declaration, as amended by this Amendment, contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

14. Full Force and Effect. Except as expressly modified by this Amendment, the Declaration remains unmodified and in full force and effect. All references in the Declaration to "this Declaration" shall be deemed references to the Declaration as modified by this Amendment

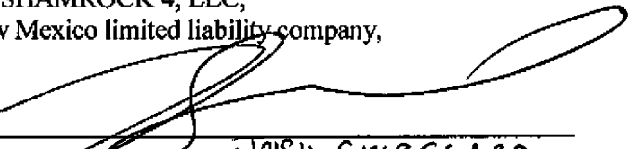
15. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, Declarant has executed and delivered this Amendment as of the date and year first above written.

**DECLARANT:**

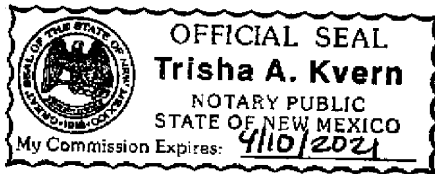
RED SHAMROCK 4, LLC,  
a New Mexico limited liability company,

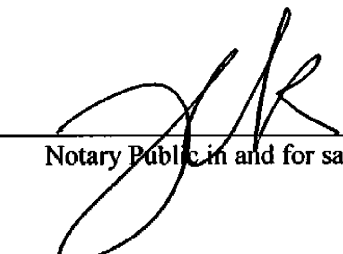
By:   
Name: JOSH SKARSGARD  
Its: MANAGING MEMBER

STATE OF NEW MEXICO                    )  
  ) ss.  
COUNTY OF BERNALILLO                )

This instrument was duly acknowledged before me this 29 day of May, 2019, by Joshua J. Skarsgard, in his capacity as Managing Member of Red Shamrock 4, a New Mexico limited liability company, on behalf of the company.

WITNESS my hand and official seal.



  
Notary Public in and for said State

**LENDER CONSENT:**

LEVINE INVESTMENTS, LP,  
an Arizona limited partnership

By:   
Name: Andrew M. Cohn  
Its: Authorized Rep.

CENTURY BANK,  
a New Mexico banking corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**CONSENTS:**

STARBUCKS CORPORATION,  
a Washington corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

PANERA, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

BLAKES LOTABURGER, LLC  
a New Mexico limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Cellular Sales of New Mexico, LLC, a New Mexico  
limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_


KIRTLAND FEDERAL CREDIT UNION,  
a federally chartered Credit Union

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

CHICK-FIL-A, INC.,  
a Georgia corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

LEVINE INVESTMENTS, LP,  
an Arizona limited partnership

By:   
Name: Andrew M. Cohn  
Its: Authorized Rep.

STATE OF Arizona )  
 ) ss.  
County of Maricopa )

On May 17, 2019, before me, Amanda B. Kowalski,  
a Notary Public in and for said state, personally appeared  
Andrew M. Cohen, personally known to me (or proved to me on the basis of  
satisfactory evidence) to be the persons whose names are subscribed to the within instrument and  
acknowledged to me that they executed the same in their authorized capacities, and that by their  
signatures on the instrument, the persons, or the entity upon behalf of which the persons acted, executed  
the instrument.

WITNESS my hand and official seal.

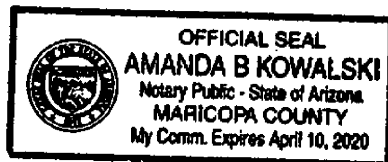


Amanda B. Kowalski  
Notary Public in and for said State

STATE OF Arizona )  
 ) ss.  
County of Maricopa )

On May 17, 2019, before me, Amanda B. Kowalski,  
a Notary Public in and for said state, personally appeared  
Andrew M. Cohen, personally known to me (or proved to me on the basis of  
satisfactory evidence) to be the persons whose names are subscribed to the within instrument and  
acknowledged to me that they executed the same in their authorized capacities, and that by their  
signatures on the instrument, the persons, or the entity upon behalf of which the persons acted, executed  
the instrument.

WITNESS my hand and official seal.



Amanda B. Kowalski  
Notary Public in and for said State



**LENDER CONSENT:**

LEVINE INVESTMENTS, LP,  
an Arizona limited partnership

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

CENTURY BANK,  
a New Mexico banking corporation

By: Elizabeth R. Albright  
Name: Elizabeth R. Albright  
Its: Senior Vice President

**CONSENTS:**

STARBUCKS CORPORATION,  
a Washington corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

BLAKES LOTABURGER, LLC  
a New Mexico limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

KIRTLAND FEDERAL CREDIT UNION,  
a federally chartered Credit Union

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

LEVINE INVESTMENTS, LP,  
an Arizona limited partnership

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

PANERA, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Cellular Sales of New Mexico, LLC, a New Mexico  
limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

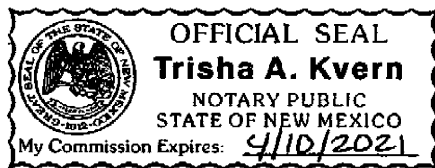
CHICK-FIL-A, INC.,  
a Georgia corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF New Mexico )  
 ) ss.  
County of Bernalillo )

On May 21, 2019, before me, Trisha A. Kvern  
\_\_\_\_\_, a Notary Public in and for said state, personally appeared  
Elizabeth R. Albright, personally known to me (or proved to me on the basis of  
satisfactory evidence) to be the persons whose names are subscribed to the within instrument and  
acknowledged to me that they executed the same in their authorized capacities, and that by their  
signatures on the instrument, the persons, or the entity upon behalf of which the persons acted, executed  
the instrument.

WITNESS my hand and official seal.



[Signature]  
\_\_\_\_\_  
Notary Public in and for said State

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

On \_\_\_\_\_, 201\_\_\_\_, before me, \_\_\_\_\_  
\_\_\_\_\_, a Notary Public in and for said state, personally appeared  
\_\_\_\_\_, personally known to me (or proved to me on the basis of  
satisfactory evidence) to be the persons whose names are subscribed to the within instrument and  
acknowledged to me that they executed the same in their authorized capacities, and that by their  
signatures on the instrument, the persons, or the entity upon behalf of which the persons acted, executed  
the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public in and for said State

**LENDER CONSENT:**

LEVINE INVESTMENTS, LP,  
an Arizona limited partnership

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

CENTURY BANK,  
a New Mexico banking corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**CONSENTS:**

STARBUCKS CORPORATION,  
a Washington corporation

By: Kenneth Wan  
Name: Kenneth Wan  
Its: vp, assistant general counsel

BLAKES LOTABURGER, LLC  
a New Mexico limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

KIRTLAND FEDERAL CREDIT UNION,  
a federally chartered Credit Union

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

LEVINE INVESTMENTS, LP,  
an Arizona limited partnership

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

PANERA, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Cellular Sales of New Mexico, LLC, a New Mexico  
limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

CHICK-FIL-A, INC.,  
a Georgia corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF Washington )  
County of King ) ss.

On May 16, 2019, before me, Tamara L. Leff, a Notary Public in and for said state, personally appeared Kenneth War, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.



[Signature]  
Notary Public in and for said State

STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

On \_\_\_\_\_, 201\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for said state, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public in and for said State

**LENDER CONSENT:**

LEVINE INVESTMENTS, LP,  
an Arizona limited partnership

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

CENTURY BANK,  
a New Mexico banking corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**CONSENTS:**

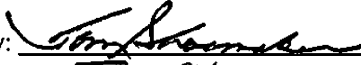
STARBUCKS CORPORATION,  
a Washington corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

BLAKES LOTABURGER, LLC  
a New Mexico limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

KIRTLAND FEDERAL CREDIT UNION,  
a federally chartered Credit Union

By:   
Name: TOM SHOEMAKER  
Its: PRESIDENT/CEO

LEVINE INVESTMENTS, LP,  
an Arizona limited partnership

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

PANERA, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Cellular Sales of New Mexico, LLC, a New Mexico  
limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

CHICK-FIL-A, INC.,  
a Georgia corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF New Mexico )  
County of Bernalillo ) ss.

On May 17, 2019, before me, Diana L. Chavez, a Notary Public in and for said state, personally appeared Tom Shoemaker, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Diana L. Chavez  
Notary Public in and for said State

STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

On \_\_\_\_\_, 201\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for said state, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public in and for said State

**LENDER CONSENT:**

LEVINE INVESTMENTS, LP,  
an Arizona limited partnership

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

CENTURY BANK,  
a New Mexico banking corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**CONSENTS:**

STARBUCKS CORPORATION,  
a Washington corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

BLAKES LOTABURGER, LLC  
a New Mexico limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_


KIRTLAND FEDERAL CREDIT UNION,  
a federally chartered Credit Union

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

LEVINE INVESTMENTS, LP,  
an Arizona limited partnership

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

PANERA, LLC,  
a Delaware limited liability company

By:  \_\_\_\_\_  
Name: **Barry J. Barth**  
Its: **Director, Development Counsel**

Cellular Sales of New Mexico, LLC, a New Mexico  
limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

CHICK-FIL-A, INC.,  
a Georgia corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Commonwealth

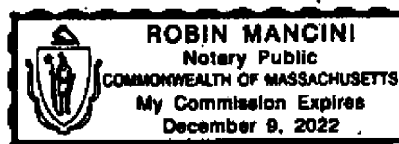
STATE OF Massachusetts )  
County of Norfolk ) ss.

On May 16, 2019, before me, Robin Mancini,  
a Notary Public in and for said state, personally appeared  
Barry J. Barth, personally known to me (or proved to me on the basis of  
satisfactory evidence) to be the persons whose names are subscribed to the within instrument and  
acknowledged to me that they executed the same in their authorized capacities, and that by their signatures  
on the instrument, the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Robin Mancini

Notary Public in and for said State



STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

On \_\_\_\_\_, 201\_\_\_\_, before me, \_\_\_\_\_,  
a Notary Public in and for said state, personally appeared  
\_\_\_\_\_, personally known to me (or proved to me on the basis of  
satisfactory evidence) to be the persons whose names are subscribed to the within instrument and  
acknowledged to me that they executed the same in their authorized capacities, and that by their signatures  
on the instrument, the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public in and for said State



**LENDER CONSENT:**

LEVINE INVESTMENTS, LP,  
an Arizona limited partnership

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

CENTURY BANK,  
a New Mexico banking corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**CONSENTS:**

STARBUCKS CORPORATION,  
a Washington corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

BLAKES LOTABURGER, LLC  
a New Mexico limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

KIRTLAND FEDERAL CREDIT UNION,  
a federally chartered Credit Union

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

LEVINE INVESTMENTS, LP,  
an Arizona limited partnership

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

PANERA, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Cellular Sales of New Mexico, LLC, a New Mexico  
limited liability company

By: \_\_\_\_\_  
Name: **REESE K. THOMAS**  
Its: **Vice President**

CHICK-FIL-A, INC.,  
a Georgia corporation

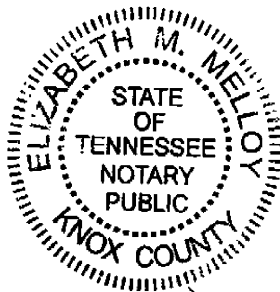
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_



STATE OF TENNESSEE )  
 ) ss.  
County of KNOX )

On May 30, 2019, before me, a Notary Public, in and for said County and State, Reese K. Thomas, as Vice-President for Cellular Sales of New Mexico, LLC, a New Mexico limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities, and that by his signature on the instrument, the entity upon behalf of which the person acted executed the instrument.

WITNESS my hand and official seal.



Elizabeth M. Melloy  
Notary Public in and for said State

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

On \_\_\_\_\_, 201\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for said state, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public in and for said State



**LENDER CONSENT:**

LEVINE INVESTMENTS, LP,  
an Arizona limited partnership

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

CENTURY BANK,  
a New Mexico banking corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**CONSENTS:**

STARBUCKS CORPORATION,  
a Washington corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

PANERA, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

BLAKES LOTABURGER, LLC  
a New Mexico limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Cellular Sales of New Mexico, LLC, a New Mexico  
limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

KIRTLAND FEDERAL CREDIT UNION,  
a federally chartered Credit Union

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

CHICK-FIL-A, INC.,  
a Georgia corporation

By: \_\_\_\_\_  
Name: Vance Burgess  
Its: Ex. Director

LEVINE INVESTMENTS, LP,  
an Arizona limited partnership

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

On \_\_\_\_\_, 201\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for said state, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the persons, or the entity upon behalf of which the persons acted, executed the instrument.

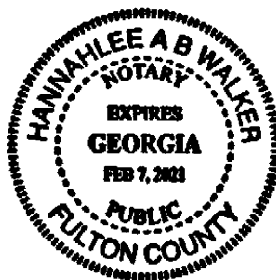
WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public in and for said State

STATE OF GEORGIA )  
 )ss:  
COUNTY OF FULTON )

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, Vance Burgess, known to me to be the Ex. Director of Chick-fil-A, Inc., the corporation which executed the foregoing instrument, who acknowledged that he/she did sign and seal the foregoing instrument for and on behalf of said corporation being thereunto duly authorized by its Board of Directors, that the same is his/her free act and deed and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Atlanta, Georgia this 17<sup>th</sup> day of September, 2019.



Hannah Lee A B Walker  
Notary Public

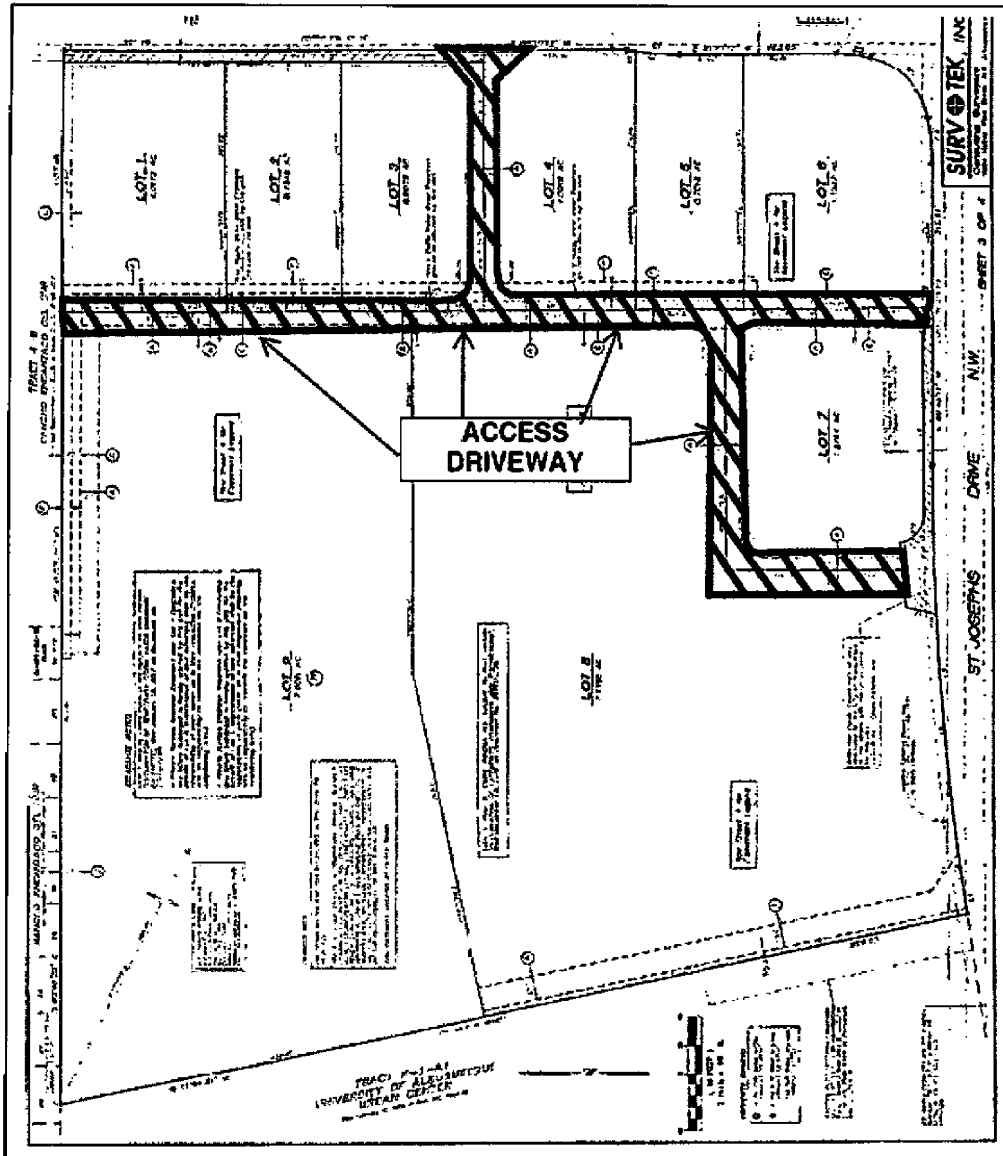
**EXHIBIT A**

**LEGAL DESCRIPTION**

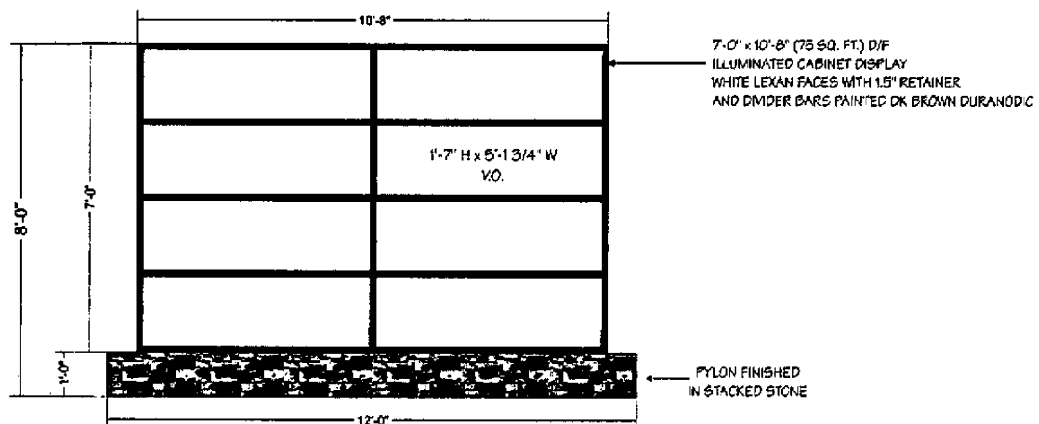
**Lots 1 through 9, inclusive, of the Plat of Lots 1 thru 9, Coors Pavilion (being a Replat of Tract X-1-A2, University of Albuquerque Urban Center), within the Town of Albuquerque Grant in Projected Section 2, Township 10 North, Range 2 East New Mexico Principal Meridian, City of Albuquerque, Bernalillo County, New Mexico, filed on April 11, 2017, as Document No. 2017033851, records of Bernalillo County, New Mexico.**

EXHIBIT C

SITE PLAN



## MONUMENT SIGN ELEVATIONS AND SITE PLAN



NO BUILD AREA



Land Records Corp. FT ALB11955 BE 2019081522.024