SHARED PARKING AGREEMENT
AND
AMENDMENT TO EASEMENT AGREEMENT

THIS SHARED PARKING AGREEMENT AND AMENDMENT TO EASEMENT AGREEMENT (this **"Agreement"**) is made and executed as of the 3rd day of November, 2023, by and among the following parties:

JEFFERSON 25 LAND QOZB, LLC a Mexico limited liability company (**"Lot 1-A-1 Owner"**); and

JEFFERSON 25 XRAY QOZB, LLC a Mexico limited liability company (**"Lot 1-B-1 Owner"**); and

THE CITY OF ALBUQUERQUE, NEW MEXICO, a New Mexico municipal corporation (**"City"**)

Introductory Provisions

A. The Lot 1-A-1 Owner and the Lot 1-B-1 Owner (together, **"Owners"**) executed that certain Easement Agreement dated August 22, 2023, filed in the office of the County Clerk of Bernalillo County, New Mexico, on August 24, 2023, as Document #2023054497 (the **"Easement Agreement**) concerning Lot 1-A-1 as described in Exhibit A attached hereto and incorporated by reference, with a street address of 5910 Jefferson Blvd. NE, Albuquerque, NM 87109 (**"Lot 1-A-1"**), and Lot 1-B-1, as described in Exhibit A attached hereto and incorporated by reference, with a street address of 5800 Jefferson Blvd. NE, Albuquerque, NM 87109 (**"Lot 1-B-1"**).

B. The Easement Agreement provides, among other things, for shared parking between Lot 1-A-1 and Lot 1-B-1. The Owners desire to enter into this Agreement with the City so as to address the Shared Parking Reduction Requirements of Section 5-5(C)(5)(b) of the Integrated Development Ordinance (**"IDO"**) of the City for the benefit of Lot 1-A-1, and the Owners desire to amend the Easement Agreement so that the parking easement provisions thereof will conform to this Agreement.

NOW, THEREFORE, the parties agree as follows:

Agreements

1. In conjunction with the development of Lot 1-A-1, the Lot 1-A-1 Owner has voluntarily elected with the City for a reduction to off-street parking requirements for Lot 1-A-1 based upon Section 5-5(C)(5)(b) of the IDO and the currently known tenant/occupant uses proposed and/or existing on Lot 1-A-1.

2. The Lot 1-A-1 Site Plan attached hereto as Exhibit B includes a parking layout and the reduced parking calculations. Based on the Lot 1-A-1 Site Plan attached hereto as Exhibit B and considering the currently known tenant/occupant uses proposed and/or existing on Lot 1-A-1, the IDO requires a minimum of 103 off-street parking spaces for Lot 1-A-1. Under the terms of the

Easement Agreement as modified by this Amendment, 58 off-street parking spaces will be provided on Lot 1-A-1, while the difference between the required number of off-street parking spaces for Lot 1-A-1 and the parking spaces provided on Lot 1-A-1, being 45 parking spaces, will be provided on Lot 1-B-1.

3. The Lot 1-A-1 Owner, and its successors and assigns, agrees that it will not change the tenant/occupant uses on Lot 1-A-1 in a manner that increases the number of required off-street parking spaces unless additional parking spaces are provided. In the event that there are changes to the tenant/occupant uses on Lot 1-A-1 which would increase the number of required off-street parking spaces on Lot 1-A-1, the parking calculations shall be updated by the on Lot 1-A-1 Owner to reflect such change and presented to the City.

4. Furthermore, the Owners agree that Lot 1-A-1 and Lot 1-B-1 shall operate an open/shared parking arrangement, whereby, Lot 1-B-1 Owner shall not segregate property access/parking rights or significantly impair access to parking on Lot 1-B-1 by the users of any portion of Lot 1-A-1.

5. The foregoing shall not, however, impair the right of Lot 1-B-1 Owner or its successors to declare exclusive parking areas for such items as spaces for disabled drivers, loading, designated timed areas such as "15 minute" temporary parking areas, or any other areas set forth on any site plan of the Property approved by the City, or to take commercially reasonable actions to prevent parking in areas which are not designated parking spaces on the site plan.

6. The Owners agree that the Easement Agreement is hereby amended by deleting the second sentence of Section 4 thereof. To the extent of any conflict between this Agreement and the Easement Agreement, this Agreement shall control.

7. No sale or transfer of all or any portion of Lot 1-A-1 or Lot 1-B-1 shall be deemed to void or violate this Agreement. The terms of this Agreement shall bind the Owners and their successors and assigns. This Agreement can be modified only with the mutual consent of the Owners and the City of Albuquerque.

THIS AGREEMENT SHALL BE RECORDED WITH THE BERNALILLO COUNTY CLERK'S OFFICE PRIOR TO ISSUANCE OF A BUILDING PERMIT FOR THE PROPERTY.

LOT 1-A-1 OWNER SIGNATURE PAGE

LOT 1-A-1 OWNER

JEFFERSON 25 LAND QOZB, LLC,
a New Mexico limited liability company

By: _____
Jeff Jesionowski, Manager

By: _____
Deepesh Kholwadwala, Manager

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

This instrument was acknowledged before me on the 31 day of October, 2023, by Jeff Jesionowski, Manager of JEFFERSON 25 LAND QOZB, LLC, a New Mexico limited liability company.

_____
Notary Public, State of New Mexico

Notary's Printed Name:
Richard Gonzales

My Commission Expires: 10/22/2024

RICHARD GONZALES
Notary Public - State of New Mexico
Commission # 1116156
My Comm. Expires Oct 22, 2024

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

This instrument was acknowledged before me on the 3rd day of November, 2023, by Deepesh Kholwadwala, Manager of JEFFERSON 25 LAND QOZB, LLC, a New Mexico limited liability company.

_____
Notary Public, State of New Mexico

Notary's Printed Name:
Richard Gonzales

My Commission Expires: 10/22/2024

RICHARD GONZALES
Notary Public - State of New Mexico
Commission # 1116156
My Comm. Expires Oct 22, 2024

LOT 1-B-1 OWNER SIGNATURE PAGE

LOT 1-B-1 OWNER

JEFFERSON 25 XRAY QOZB, LLC,
a New Mexico limited liability company

By: _____
Jeff Jesionowski, Manager

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

This instrument was acknowledged before me on the 31 day of October, 2023, by Jeff Jesionowski, Manager of JEFFERSON 25 LAND QOZB, LLC, a New Mexico limited liability company.

_____
Notary Public, State of New Mexico

Notary's Printed Name: Richard Gonzales

My Commission Expires: 10/22/2024

RICHARD GONZALES
Notary Public - State of New Mexico
Commission # 1116156
My Comm. Expires Oct 22, 2024

LOT 1-B-1 TENANT SIGNATURE PAGE

LOT 1-B-1 TENANT

X-RAY ASSOCIATES OF NEW MEXICO, P.C.
a New Mexico professional corporation

By: _____
Dr. Mark Depper, President

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

This instrument was acknowledged before me on the 2nd day of November, 2023, by Dr Mark Depper, President of X-RAY ASSOCIATES OF NEW MEXICO, P.C., a New Mexico professional corporation

_____
Notary Public, State of New Mexico

Notary's Printed Name: Michelle L. Davis

My Commission Expires: 04/27/2024

STATE OF NEW MEXICO
NOTARY PUBLIC
MICHELLE L. DAVIS
COMMISSION NUMBER 1064562
EXPIRATION DATE 04-27-2024

CITY SIGNATURE PAGE

_____	_____
Approved as to Form – City Attorney	Date
_____	_____
City of Albuquerque, Planning Director	Date

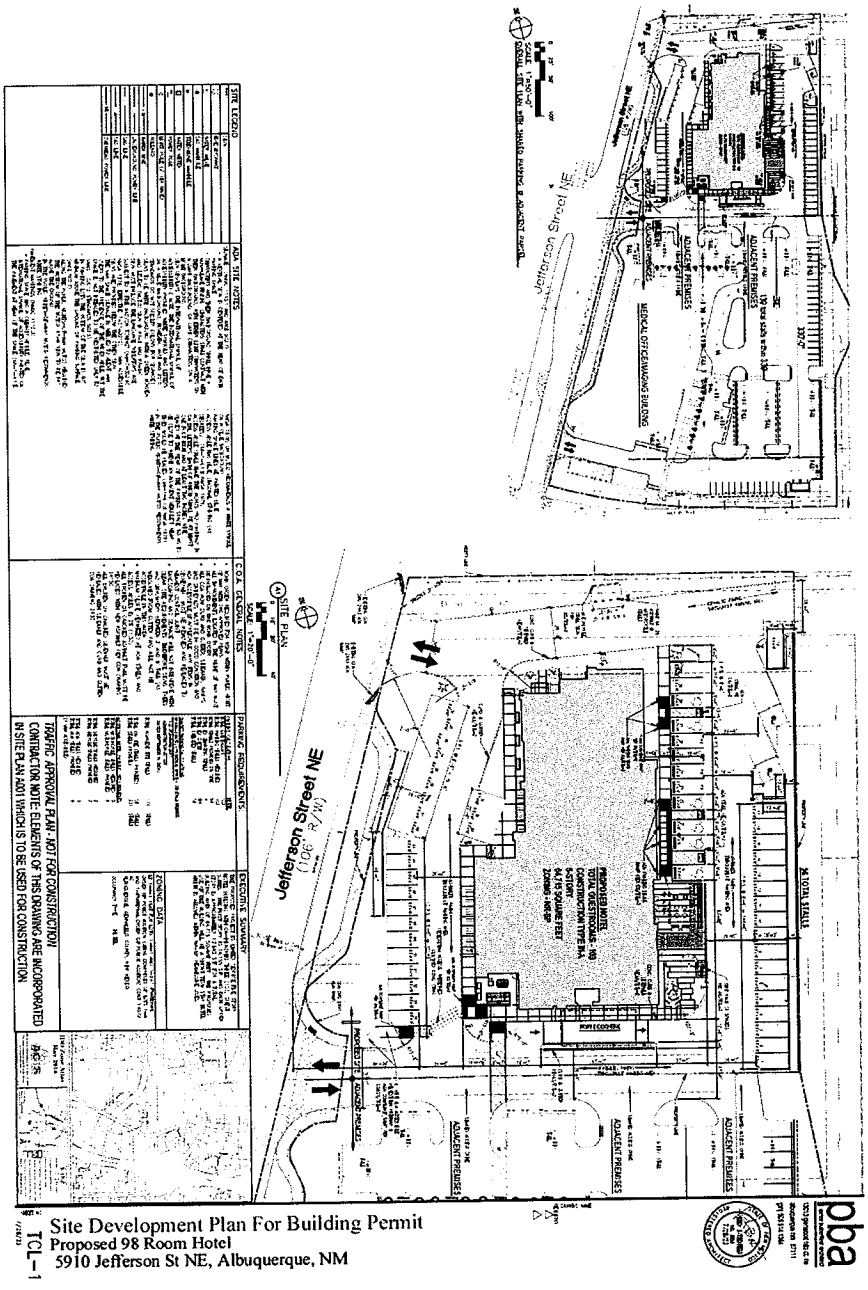
Exhibit A

LOT 1-A-1 LEGAL DESCRIPTION

Lot numbered One-A-One (1-A-1) of FRATERNAL ORDER OF POLICE ADDITION, as the same is shown and designated on the Plat entitled, "Plat for Lots 1-A-1 and 1-B-1, FRATERNAL ORDER OF POLICE ADDITION, being comprised of Lots 1-A and 1-B, Fraternal Order of Police Addition, City of Albuquerque, Bernalillo County, New Mexico," filed in the office of the County Clerk of Bernalillo County, New Mexico, on November 24, 2021, in Plat Book 2021C, Page 0134 as Document #2021138745.

LOT 1-B-1 LEGAL DESCRIPTION

Lot numbered One-B-One (1-B-1) of FRATERNAL ORDER OF POLICE ADDITION, as the same is shown and designated on the Plat entitled, "Plat for Lots 1-A-1 and 1-B-1, FRATERNAL ORDER OF POLICE ADDITION, being comprised of Lots 1-A and 1-B, Fraternal Order of Police Addition, City of Albuquerque, Bernalillo County, New Mexico," filed in the office of the County Clerk of Bernalillo County, New Mexico, on November 24, 2021, in Plat Book 2021C, Page 0134 as Document #2021138745.

Exhibit B

LOT 1-A-1 SITE PLAN