

## **CROSS ACCESS EASEMENT AND RESTRICTIONS AGREEMENT**

**THIS CROSS ACCESS EASEMENT AND RESTRICTIONS AGREEMENT** (this “Agreement”) is entered into as of May 19, 2025 (the “Effective Date”), by and between CFT NV Developments, LLC, a Nevada limited liability company (“CFT”) and CDR Holding LLC, a New Mexico limited liability company (“CDR”).

### **RECITALS**

A. CFT is the owner of that certain real property located in Albuquerque, Bernalillo County, New Mexico more particularly described on Exhibit A attached hereto (the “CFT Parcel”).

B. CDR is the owner of that certain real property more particularly described on Exhibit B attached hereto (“10120 Coors”).

C. There is an existing Reciprocal Easement Agreement recorded September 20, 1989 as document #8981278, book MS790A, page 676 in the records of Bernalillo County, which creates an easement over a Common Driveway (defined in that document) that extends across the CFT Parcel and 10124 Coors Blvd. NE (the parcel between 10120 Coors and the CFT Parcel).

D. CDR has requested from CFT, and CFT desires to grant CDR a non-exclusive vehicular and pedestrian ingress and egress access easement across portions of the CFT Parcel (specifically the Common Driveway portion of the CFT Parcel) for access to 10120 Coors.

E. CFT has requested from CDR, and CDR desires to grant CFT a non-exclusive vehicular and pedestrian ingress and egress access easement across the parcels located at 10124 Coors Blvd. NE, more particularly described on Exhibit C attached hereto, and 10120 Coors (the “CDR Parcels”).

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

### **AGREEMENT**

1. **CFT Grant of Access.** Subject to the terms, covenants, conditions and restrictions contained in this Agreement, CFT hereby grants to CDR and its respective successors and assigns, affiliates, agents, employees, tenants, and invitees, a non-exclusive easement for vehicular and pedestrian ingress and egress over and across the Easement Area (defined below) (the “CFT Easement”). Nothing herein contained shall be deemed to be a grant or dedication of any portion of the CFT Parcel to the general public or any governmental entity or for any public purpose whatsoever. Additionally, CDR shall not be allowed to use the CFT Easement for heavy truck traffic or parking. The “Easement Area” shall mean the portion of the Common Driveway as defined in document #8981278 that lies within the CFT Parcel which is necessary for CDR and its respective successors and assigns, affiliates, agents, employees, tenants, and invitees to

gain access to and from Coors Boulevard.

2. CDR Grant of Access. Subject to the terms, covenants, conditions and restrictions contained in this Agreement, CDR hereby grants to CFT and its respective successors and assigns, affiliates, agents, employees, tenants, and invitees, a non-exclusive easement for vehicular and pedestrian ingress and egress over and across the CDR Parcels (the "CDR Easement"). Nothing herein contained shall be deemed to be a grant or dedication of any portion of the CDR Parcels to the general public or any governmental entity or for any public purpose whatsoever. Additionally, CFT shall not be allowed to use the Easement for heavy truck traffic or parking.

3. Use of Easements. Only passenger vehicles and light trucks and pedestrian traffic may use the CFT Easement and/or CDR Easement but nothing herein shall be construed to limit or restrict ingress or egress associated with the CFT Parcel or CDR Parcels. The easements shall not be used for heavy truck traffic except as may be necessary for developing 10120 Coors or delivering merchandise to the business operation to be located thereon.

4. Maintenance. Each property owner shall be responsible for the upkeep and maintenance (or shall cause its tenants to be responsible) of their respective easement areas located on such owner's property. If, in the process of developing 10120 Coors, CDR damages, breaks, destroys, or in any way impairs the CFT Easement, or any other improvements of CFT or its lessee, CFT in its sole discretion, may require CDR to either: (i) restore at CDR's sole cost and expense the Easement Area, or the damaged improvements, to its original quality and condition; or (ii) CFT may restore the Easement Area, or improvements, and invoice CDR for CFT's costs incurred restoring the damaged the Easement Area, or improvements; whereupon CDR agrees to reimburse CFT within thirty (30) days of receipt of an invoice for such expenses.

5. Exclusivity. CDR (including any parent, subsidiary or affiliated entity or agent) shall not allow the CDR Parcels to be used for the sale of Asian Food. The term "Asian Food" includes, without limitation, Chinese, Japanese (including sushi), Vietnamese, Thai, Hawaiian, Mongolian, Cajun, Indian and Korean foods, food cooked in a wok, food generally recognized as Chinese food, or soy sauce-based food. These restrictions are for the benefit of CFT and run with the Parcels and are for the benefit of and binding upon all successive owners and occupants of the Property.

6. Successors and Assigns. This Agreement and the easements shall run with and be appurtenant to the CDR Parcels and the CFT Parcel.

7. Indemnification. The parties and their respective successors and assigns shall indemnify, protect, defend, and hold harmless one another for, its direct and indirect parent, subsidiaries, successors and affiliated entities and their respective officers, directors, shareholders, agents and employees from and against any and all claims, damages, costs, liabilities, losses and expenses (including, without limitation, attorneys' fees) to the extent related to or arising out of the use of the easements and/or the Easement Area by the indemnifying party or its employees, agents, tenants, invitees, and common carriers and/or (ii) arising out of any negligent act or omission to act by the parties (and their respective successors or assigns) or its employee's, agents, tenants, invitees, and common carriers.

8. Notices. Any notice, request, demand, instruction or other communication to be given under this Agreement shall be in writing and delivered via registered or certified mail, postage prepaid, return receipt requested, as follows:

**CDR:**

**CFT:**

CFT NV Development, LLC  
1120 N. Town Center Drive, Suite 150  
Las Vegas, Nevada 89144

Panda Restaurant Group, Inc.  
1683 Walnut Grove Avenue  
Rosemead, CA 91770-3711  
Attn: Real Estate Legal Department

9. Miscellaneous.

- (a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.
- (b) Severability. In case any one or more of the provisions contained in this Agreement for any reason is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- (c) Counterparts. This Agreement may be executed in one or more counterparts, and all the counterparts shall constitute but one and the same agreement, notwithstanding that all parties hereto are not signatory to the same or original counterpart.
- (d) Time. Time is of the essence of every provision contained in this Agreement.
- (e) Nonwaiver. Unless otherwise expressly provided in this Agreement, no waiver by a party of any provision hereof shall be deemed to have been made unless expressed in writing and signed by such party. No delay or omission in the exercise of any right or remedy accruing to a party upon any breach under this Agreement shall impair such right or remedy or be construed as a waiver of such breach or a similar breach occurring before or after. The waiver by a party of any breach of any term, covenant or condition herein stated shall not be deemed to be a waiver of any other term, covenant or condition.

- (f) Captions. Section titles or captions contained in this Agreement are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement.
- (g) Exhibits. All Exhibits attached hereto shall be incorporated herein by reference as if set out herein in full.
- (h) Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendment or Exhibits hereto.
- (i) Insurance. CDR agrees that CDR shall at all times during the duration of this CFT Easement maintain and pay for comprehensive general liability insurance affording protection to CFT and its lessee and CDR, naming CFT and its lessee as an additional insured on the policy or policies for a combined bodily injury and property damage limit of liability not less than two million dollars (\$2,000,000.00) for each occurrence. Upon request, CDR shall deliver to CFT a certificate or certificates from an insurance company or insurance companies, evidencing the existence of such insurance.
- (j) Notwithstanding the terms of this Agreement, each Parcel remains subject to all utility easements and setback restrictions of record on the date hereof.

*[The remainder of this page left intentionally blank.]*

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement in one (1) or more counterparts, on the date set forth above, effective as of the date first above written.

**CDR HOLDING LLC,**  
a New Mexico limited liability company

By   
Charles Nguyen, Member

STATE OF NEW MEXICO )  
 )  
COUNTY OF SANDOVAL )

This instrument was acknowledged before me on May 19, 2025 by Charles Nguyen as Manager of CDR Holding LLC, a New Mexico limited liability company, on behalf said company.

STATE OF NEW MEXICO  
NOTARY PUBLIC  
SHANNON MARTINEZ  
COMMISSION #1093772  
COMMISSION EXPIRES 06/24/2025

  
Notary Public

CFT NV Developments, LLC,  
a Nevada limited liability company

By \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

\_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 2025 by  
\_\_\_\_\_ as Manager of CFT NV Developments, LLC, a Nevada limited liability  
company, on behalf said company.

\_\_\_\_\_  
Notary Public

**EXHIBIT A**  
**LEGAL DESCRIPTION OF 10120 COORS**

Tract numbered/lettered Thirteen-A (13-A) of the Bulk Land Plat of Tracts 13-A, 13-B and 13-C, BLACK RANCH, (being a Replat of Tract 13, Black Ranch) within the Town of Alameda Grant in projected Section 8, Township 11 North, Range 3 East, New Mexico Principal Meridian, City of Albuquerque, Bernalillo County, New Mexico, as the same is shown and designated on said plat thereof, filed in the office of the County Clerk of Bernalillo County, New Mexico, on December 29, 2004, in Plat Book 2004C, page 400.

**EXHIBIT B**  
**LEGAL DESCRIPTION OF CFT PARCEL**

Lot 2A-1 of the of the Northeast Portion of Black Ranch, Bernalillo County, New Mexico as the same is shown and designated on the plat thereof filed in the office of the County Clerk of Bernalillo County, New Mexico on May 5, 1995 in Volume 95C, Folio 164 and being more particularly described by metes and bounds survey as follows:

BEGINNING at a 1/2" rebar found for the Northwest corner of said Lot 2A-1, a point on the easterly right of way line of Coors Boulevard N.W; thence  
South 57 deg. 19' 43" E, a measured distance of 270.47 feet (South 57 deg. 18' 00" East 270.70 feet of record) to a 1/2" rebar found for the Northeast corner of Said Lot 2A-1, said point lying on the Westerly right of way line of the Corrales Acequia Canal: thence  
South 41 deg. 42' 17" west along said right of way, a measured distance of 52.33 feet (South 41 deg. 41' 06" West a distance of 52.20 feet of record) to a found 1/2" rebar: thence  
South 43 deg. 48' 02" West, continuing along said right of way, a measured distance of 159.71 feet (South 41 deg. 41' 06" West a distance of 159.84 feet of record) to a found 1/2" rebar; thence  
South 37 deg. 22' 13" West, continuing along said right of way, a measured distance of 7.62 feet (South 37 deg. 07' 39" west a distance of 7.59 feet of record) to a 1/2" rebar found for the Southeast corner of said Lot 2A-1: thence  
North 57 deg. 18' 46" West, a measured distance of 231.82 feet (North 57 deg. 18' 00" West a distance of 231.68 feet of record) to a 5/8" rebar with cap set for the Southwest corner of said Lot 2A-1, said point lies on the Easterly right of way line of Coors Boulevard N.W. and said point bears North 32 deg. 42' 00" East a distance of 182.23 feet from a 1/2" rebar found for the Southwest corner of Lot 1A of the said Northeast Portion of BLACK RANCH; thence  
North 32 deg. 42' 00" East, along said right of way, a distance of 172.77 feet to a found 1/2" rebar for a point of curvature, thence a distance of 43.16 feet along the arc of a curve to the right having a radius of 1281.84 feet, a central angle of 1 deg. 55' 45" and a chord bearing of North 33 deg. 54' 17" East a distance of 43.16 feet (a distance of 43.21 feet along the arc of a curve to the right having a radius of 1281.84 feet, a central angle of 1 deg. 55' 53" and a chord bearing of North 33 deg. 40' 12" East a distance of 43.21 feet of record) to the POINT OF BEGINNING.

TOGETHER WITH Easements for ingress/egress as set forth in that certain Reciprocal Easement Agreement recorded in Book Misc. 790A, page 676 as document number 89-81278, records of Bernalillo County, New Mexico.



**EXHIBIT C**  
LEGAL DESCRIPTION OF 10124 COORS