

CROSS ACCESS AND CROSS PARKING AGREEMENT

This Cross Access and Cross Parking Agreement (the “Agreement”) is hereby made on this day of July 13, 2021; between Agenda Real Estate Holdings, LLC, a New Mexico Limited Liability Company and 1701 5th Street Partners, LLC, a New Mexico Limited Liability Company.

WHEREAS, Agenda Real Estate Holdings, LLC., is the owner of real property more fully described on Exhibit “A” (legal description) attached hereto and incorporated herein by references as “Parcel 1”;

WHEREAS, 1701 5th Street Partners, LLC, is the owner of real property more fully described on Exhibit “B” (legal description) attached hereto and incorporated herein by this reference as “Parcel 2”;

WHEREAS, the parties to this Agreement desire to create and grant an easement on, over, upon and across portions of each property (Parcel 1 and Parcel 2, collectively, the “Parcels”) for purposes of vehicular and pedestrian ingress and egress to and from, and non-exclusive parking rights, and for all other uses expressly contemplated by this Agreement;

WHEREAS, the parties agree that these mutual easements will be defined, at a minimum, by the designated areas in Exhibit “C” attached hereto (the “Easement Areas”).

WHEREAS, the interested parties representing Parcel 1 and Parcel 2 intend for the Parcels to be operated as a single property;

WHEREAS, the interested parties representing Parcel 1 and Parcel 2 are seeking approval from the City of Albuquerque (the “City”) for the Site Plan (“Approval” or “Site Plan”) and the City is requiring the execution and recordation of this Agreement as a condition to the Approval and the issuance of permits.

WHEREAS the interested parties representing Parcel 1 and Parcel 2 have agreed with the City of Albuquerque that, for the intended development of Parcels, the interested parties representing Parcel 1 and Parcel 2 shall provide for mutual and reciprocal right-of-ways for the purpose of ingress and egress, parking, drainage and utilities of whatsoever nature located within the Parcels, the enjoyment of which cross easements shall be shared by the respective parties owning any portion of either Parcel and their respective heirs, successors, assigns and successors in title to all or part of either Parcel and to tenants, lessees, agents, employees, guests and invitees of any owner of either Parcel or any portion thereof and guests and invitees of tenants and lessees legally occupying either Parcel.

1. **Recitals.** The above recitals are true and correct and are hereby made a part of and incorporated in this Agreement.
2. **Unified Control.** All structures, uses and parking areas on the Parcels are and will be part of a single unified planned development, regardless of ownership. In furtherance of the foregoing, the Parcels shall be operated and developed in accordance with the Site Plan attached to this Agreement as Exhibit D, and shall meet all building, zoning and land development requirements as if they are one lot.
3. **Granting of Easements**
 - 3.1. Cross Access Easement. The interested parties representing Parcel 1 and Parcel 2 hereby grant and convey non-exclusive, mutual cross access easements for purposes of vehicular and pedestrian ingress and egress on, over, upon and across the areas defined in the Easement Areas. The Cross Access Easement is subject to

the terms, conditions, restrictions and limitations set forth herein and in other recorded easements, reservations, rights-of-way, licenses, restrictions, conditions and limitations affecting the Easement Areas; provided, however, that the foregoing shall not unreasonably interfere with the easement rights under this Agreement. The Cross Access Easement is for the benefit of and is appurtenant to each of the Parcels, respectively, and may be used by the record title owner of each of the Parcels, respectively, and each of their respective successors, assigns, employees, contractors, agents, licensees, lessees under leases extending the use thereof to such lessees and other permittees (collectively the "Permitted Users") solely for the uses set forth herein (the "Permitted Uses") and for no other uses. Such Permitted Uses shall be for the benefit of the Parcels as now or hereafter improved, subdivided and/or developed.

- 3.2. Common Driveway Easement. The interested parties representing Parcel 1 and Parcel 2 hereby grant and convey non-exclusive, mutual common driveway easements for purposes of vehicular ingress and egress on, over, upon and across the areas defined in the Easement Areas.
- 2.3 Cross Parking Easement. The interested parties representing Parcel 1 and Parcel 2 hereby grant and convey non-exclusive, mutual cross parking easements for use of all parking spaces within the areas defined in the Easement Areas.

4. Maintenance

- 4.1. Maintenance of Easement Areas. Any construction of/on the Easement Areas shall be completed in a good and workmanlike manner free and clear of any construction liens and in full compliance with all present and future local, municipal, county, state and federal environmental and all other applicable laws, statutes, governmental constitutions, ordinances, codes, rules, regulations, resolutions, requirements, standards, applications and directives, as well as all decisions, judgments, writs, injunctions, orders, decrees or demands of courts, administrative bodies and other authorities construing any of the foregoing (collectively, the "Laws"). Each party shall maintain its respective Easement Areas, at its sole cost and expense, in a first-class condition and in full compliance with the Laws.

5. Mutual Indemnities

- 5.1. Indemnity. Each party held by this Agreement will indemnify, defend and hold harmless the other for, from and against any and all claims suffered or incurred in connection with any alleged bodily injury or property damage arising out of use or enjoyment of the Easement Areas, unless caused by negligence or willful misconduct of the party to be indemnified.

6. Run with the Land

- 6.1. The covenants, conditions, restrictions, easements, and the other provisions of this Agreement shall run with and be appurtenant to each portion of Parcel 1 and Parcel 2 and shall be binding upon each portion of Parcel 1 or Parcel 2 as applicable.

7. Breach

- 7.1. If any party breaches (such party being referred to as the "Breaching Party") any provision of this Agreement and fails to cure any such breach within fifteen (15) days after written notice thereof is given by the other party (the "Non-breaching party") in addition to any other right or remedy available to the Non-breaching party at law or in equity, the Non-breaching party shall have the right, but not the obligation, to cure any such breach. The Breaching Party shall reimburse the Non-breaching party for the cost thereof upon demand, together with interest accruing thereon at an annual rate of interest equal to the lesser of: (i) four percent (4%) above the prime rate of interest announced by SunTrust Bank, Central Florida, N.A.; or (ii) the highest rate of interest allowable by law (the "Default Rate"), from and after the date of the Non-breaching party's expenditure thereof, until the Non-breaching party's receipt of full payment therefor.

8. Termination and Modification

- 8.1. The terms and conditions of this Agreement may be abrogated, modified, rescinded or amended in whole or in part only by written instrument executed by all the then owners of Parcel 1 and Parcel 2 after the prior written consent of the City.
- 8.2. In the event a request is made in the future that the unity of control be terminated, should the Parcels otherwise be in compliance with the City's comprehensive plan, zoning ordinances and the regulations of the City, the City shall, upon written request by the interested parties representing Parcel 1 and Parcel 2, their successors or assigns, execute a recordable termination of the unity of control.

9. Assignment

- 9.1. This Agreement involves the granting of an appurtenant easement for the benefit of the Parcels and which burdens the Easement Areas. Therefore, this Agreement and the and the benefits and/or burdens of the easements granted herein, as applicable, shall be automatically assigned (either in whole or in part,

as applicable) to any person or entity to whom fee simple title to all or any portion of any of the Parcels and/or the Easement Areas are conveyed. Notwithstanding anything else contained in this Agreement, upon any such assignment or partial assignment, the rights, duties, obligations and liability of the assignor shall automatically terminate, and the assignee shall be deemed to have assumed and be bound by the applicable duties, obligations and liability so assigned and shall be entitled to all the rights and benefits so assigned with respect to that portion of the Parcels and/or the Easement Areas conveyed. Whenever and wherever the term "successors and assigns" is used in this Agreement, it shall mean only those successors and assigns who acquire their interest by a conveyance of any portion of the Parcels and/or the Easement Areas in accordance with and subject to this Section.

10. Notices

- 10.1. Each notice or communication under this Agreement shall be deemed delivered and received if in writing and either: (i) personally delivered; (ii) delivered by reliable overnight air courier service; or (iii) deposited with the United States Postal Service or any official successor thereto, certified or registered mail, return receipt requested, with adequate postage prepaid, delivered or addressed to the entity entitled or required to receive the same or (iv) sent via facsimile, provided that evidence of successful transmission is retained by the sender and further provided that a copy of such notice is also contemporaneously sent by one of the methods described in the preceding clause (i), (ii) or (iii) of this Section (it being understood and agreed, however, that such notice shall be deemed received upon receipt of such facsimile transmission), at the address (or facsimile number) set forth below or such other address (or facsimile number) as may have been designated by the party by written notice hereunder. Rejection or other refusal by the addressee to accept the notice, and inability to deliver the notice because of a change of address of the party of which no notice was given, shall be deemed to be the receipt of the notice on the third day following the date postmarked by the United States Postal Service or on the second day following the date accepted by the courier service. All notices shall be addressed as hereinbelow set forth, or to such other address as the parties shall hereafter give notice to the other in writing:

If to Agenda Real Estate Holdings, LLC:

Douglas Turner
Agenda Real Estate Holdings, LLC
320 Gold Ave SW, Suite 1400
Albuquerque, NM 87102
DWTurner@agenda-global.com

If to 1701 5th Street Partners, LLC

1701 5th Street Partner, LLC
Albuquerque, NM 87102
DWTurner@agenda-global.com

Any such notice shall be deemed given and received when actually so personally

delivered or when receipt thereof is refused or, if mailed, as aforesaid, three (3) business days after the date of mailing, or, if sent by nationally-recognized overnight courier service, as aforesaid, one (1) business day after delivery of the same to such courier service for overnight delivery or if sent by facsimile, as aforesaid, at the time and on the date of receipt with receipt thereof confirmed by transmittal confirmation and telephonic acknowledgment if such date is a business day or if such day is not a business day, the following business day. Notwithstanding the foregoing, if any notice or other communication has not been sent in compliance with this Section but has in fact actually been received by its intended recipient, then such notice or communication shall be deemed duly given to and received by such recipient effective as of the date of actual notice. Any party may designate a different address or facsimile number for receiving written notices by written notice to the other entities entitled to receive notice, such notice to be given in accordance with this Section.

11. Counterparts

11.1. This Agreement may be executed in counterparts; each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

12. Governing Law

12.1. This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of New Mexico.

13. Third Party Beneficiary

13.1. The City, as a third-party beneficiary of this Agreement, has the right to enforce this Agreement through legal, equitable, or administrative proceedings.

[Signature Page to Follow]

IN WITNESS WHEREOF, this Agreement has been made as of this 13th day of July, 2021.

AGENDA REAL ESTATE HOLDINGS, LLC.

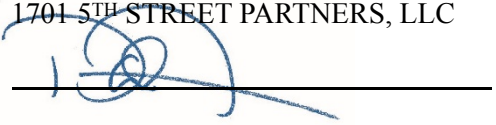


Signature
Douglas Turner

Printed Name
Managing Member

Title

1701 5TH STREET PARTNERS, LLC



Signature
Douglas Turner

Printed Name
Managing Member

Title

Exhibit A

Parcel 1 Legal Description

Exhibit B

Parcel 2 Legal Description

Exhibit C