

**SPECIAL WARRANTY DEED**

**COUGHLIN FINANCIAL SERVICES, INC.**, a Texas corporation, for consideration paid, grants to **200 LOMAS, LLC**, a New Mexico limited liability company, whose address is 201 Coal Ave. SW; Albuquerque, New Mexico, 87102, the following described real estate in Albuquerque, New Mexico, with special warranty covenants:

A certain tract or parcel of land situated in the City of Albuquerque, County of Bernalillo, State of New Mexico, comprising Block numbered Four (4) of the FRANCISCO ARMIJO Y OTERO ADDITION as the same is shown and designated on the Map of said Addition filed for record in the office of the Probate Clerk and Ex-officio Recorder of Bernalillo County, New Mexico on March 4, 1892, including the vacated alley in said Block, and more particularly described as follows:

Beginning at the northwest corner of the tract herein described, said point of being the intersection of the easterly right-of-way line of 3rd street and the southerly right-of-way line of vacated Fruit Avenue., whence Albuquerque triangulation point (Brass Cap) 1-J14 bears N. 12 DEG. 45' 49" W., 976.61 feet, said Brass Cap possessing New Mexico State Plane coordinates (Central Zone) of X = 380,520.84 and Y = 1,489,142.91;

Thence S. 81 DEG. 06' 54" E., 299.36 feet along said southerly right-of-way line to the Northeast corner of said Tract, said point lying on the westerly right-of-way line of 2nd Street;

Thence S. 08 DEG. 52' 51" W., 288.00 feet along said westerly right-of-way line to a point of curvature;

Thence 18.85 feet along the arc of a curve to the right, said curve having a radius of 12.00 feet and a chord which bears S. 53 DEG. 52' 58" W., 16.97 feet to a point of tangency, said point lying on the northerly right-of-way line of Roma Street;

Thence N. 81 DEG. 06' 54" W., 275.74 feet along said northerly right-of-way line to a point of curvature;

Thence 18.85 feet along the arc of a curve to the right, said curve having a radius of 12.00 feet and a chord which bears N. 36 DEG. 04' 52" W., 16.97 feet to a point of tangency, said point lying on the easterly right-of-way line of 3rd Street;

Thence N. 08 DEG. 57' 10" E., 287.99 feet along said easterly right-of-way line to the northwest corner of said Tract and point of beginning.

WITNESS my hand this 5<sup>th</sup> of December 2024

COUGHLEN FINANCIAL SERVICES, INC., a  
Texas corporation

*David A. Laughter*  
By: David A. Laughter  
its SECRETARY

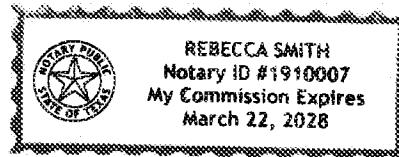
STATE OF Texas )  
 ) ss.  
COUNTY OF Brazos )

This instrument was acknowledged before me on December 5, 2024 by David Laughter, AS  
Secretary FOR COUGHLEN FINANCIAL SERVICES, INC.

*Rebecca Smith*  
NOTARY PUBLIC *Rebecca Smith*

My Commission Expires:

5-22-2028



COUGHLIN FINANCIAL SERVICES, INC., a  
Texas corporation

Thomas D Coughlin  
By: Thomas D Coughlin  
its President

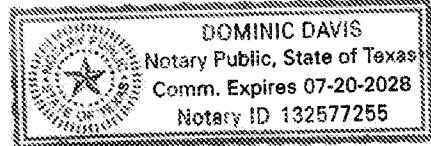
STATE OF Texas )  
COUNTY OF Harris ) ss.

This instrument was acknowledged before me on November 19, 2025, by Thomas D Coughlin, AS  
President FOR COUGHLIN FINANCIAL SERVICES, INC.

Dominic Davis  
NOTARY PUBLIC

My Commission Expires:

7-20-2028



RECORDING REQUESTED BY  
WHEN RECORDED, RETURN TO:

Lomas Tower Apartments LLP  
Attn: Hanna Jamar  
680 5<sup>th</sup> Avenue, 17<sup>th</sup> Floor  
New York, NY 10019

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Tax Parcel No: 101405825610332508

**SPECIAL WARRANTY DEED**

For valuable consideration, **Wells Fargo Bank, N.A.**, a National Banking Association, as successor in interest to United New Mexico Bank, a New Mexico corporation ("Grantor"), does hereby grant and convey to **Lomas Tower Apartments LLP**, a New Mexico limited liability partnership ("Grantee"), the following described real property situated in the County of Bernalillo, State of New Mexico, more particularly described in Exhibit A, attached hereto and incorporated herein by reference thereto (the "Property"). This conveyance is made and accepted subject to the use restriction set forth in Exhibit B attached hereto and incorporated herein by reference thereto (the "Use Restriction"), non-delinquent taxes and assessments and all matters which appear in the public record as of the date hereof, including those shown on any recorded plat or survey, or that would be revealed by a current/accurate survey or physical inspection of the real property conveyed.

And Grantor hereby binds itself to warrant the title as against all acts of Grantor and none other, subject to the matters set forth herein.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed to be effective as of the 19 day of November, 2025.

**GRANTOR:**

**WELLS FARGO BANK, N.A.,**  
a National Banking Association

By: *Gavin Richardson*  
Name: David Frederickson  
Title: Executive Director

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California )  
 ) ss  
COUNTY OF Ventura )

On November 19, 2025, before me, Gavin Richardson, Notary Public, personally appeared David Frederickson who 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/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Gavin Richardson I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Gavin Richardson* (Seal)

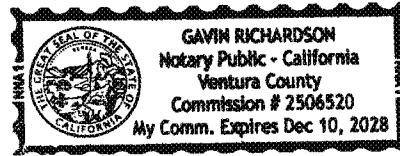


Exhibit A to Special Warranty Deed

A certain tract or parcel of Land situated in the City of Albuquerque, County of Bernalillo, State of New Mexico, comprising of Block numbered Five (5) of the Francisco Armijo Y Otero Addition, as the same is shown and so designated on the map of said addition filed for record in the Office of the Probate Clerk and Ex-Officio Recorder of Bernalillo County, New Mexico, on March 4, 1892 in Plat Book B3, Page 16, including that portion of vacated Fruit Ave. N.W lying between 2nd Street and 3rd Street and the vacated alley in said Block, and being more particularly described as follows:

Beginning at a point on the southerly right-of-way line of Lomas Avenue, whence the Albuquerque Triangulation Point (Brass Cap) 1-J14 bears N. 25 Deg. 20'09" W., 662.70 feet, said brass cap possessing New Mexico State Plane Coordinates (Central Zone) of X = 380,520.84 and Y = 1,489,142.91;

Thence S. 81 Deg. 07'40" E., 275.14 feet along said southerly right-of-way line to a point of curvature;

Thence 18.86 feet along the arc of a curve to the right, said curve having a radius of 12.00 feet and a chord which bears S. 36 Deg. 06'20" E., 16.98 feet to a point of tangency, said point lying on the westerly right-of-way line of 2nd Street;

Thence following said westerly right-of-way line S. 08 Deg. 55'02" W., 317.62 feet to a point;

Thence S. 08 Deg. 52'50" W., 30.19 feet to the southeast corner of said tract, said point lying on the southerly right-of-way line of vacated Fruit Ave.;

Thence leaving said westerly right-of-way N. 81 Deg. 06'54" W., 299.36 feet along said southerly right-of-way line to the southwest corner of said tract, said point lying on the easterly right-of-way line of 3rd Street;

Thence N. 08 Deg. 57'10" E., 347.77 feet along said easterly right-of-way line to a point of curvature;

Thence 18.83 feet along the arc of a curve to the right, said curve having a radius of 12.00 feet and a chord which bears N. 53 Deg. 54'46" E., 16.95 feet to the point of beginning.

Exhibit B to Special Warranty Deed

Use Restriction

**“Affiliated Entity”** means any entity that controls, is controlled by, or is under common control with Grantor, including successors by merger, acquisition, or otherwise. **“Financial Services Business”** means a state or national bank; a savings bank; a credit union; a savings and loan institution; a finance company; an industrial bank; a mortgage company; a securities broker or dealer; a trust company; an investment advisor; a wealth manager; and any other business in the financial services industry that accepts deposits; originates loans; cashes checks; provides automated teller machine services; offers trust services; sells stocks, bonds, or mutual funds; provides investment advice; or offers wealth management services. No entity or person other than Grantor or an Affiliated Entity may conduct a Financial Services Business from the Property (the **“Financial Use Restriction”**). In addition, Grantee shall not permit, allow, or install at the Property any type of signage, whether pylon, monument, plaque, or otherwise, and whether or not interior or exterior, that includes the name or logo of any Financial Services Business other than Grantor (the **“Signage Restriction”**). The Financial Use Restriction and the Signage Restriction are binding upon Grantee and Grantee’s successors and assigns; are deemed to be covenants that touch and concern the land and run with the land; are for the benefit of Grantor and its successors and assigns and its properties located within the same county and state in which the property is located (as well as the counties adjacent thereto). All terms, conditions, restrictions and provisions of this restriction shall unequivocally expire one (1) year after the recording date of this Special Warranty Deed. Grantee acknowledges that a breach of the Financial Use Restriction or the Signage Restriction will cause irreparable damage to Grantor, the exact amount of which will be difficult or impossible to ascertain, and that remedies at law for such breach will be inadequate. Therefore, if Grantee breaches the Financial Use Restriction or the Signage Restriction, then in addition to any other remedy that might be available at law or in equity, (i) Grantor shall be entitled to specific performance and injunctive relief without the necessity of proving that actual damages are not an adequate remedy and (ii) Grantee shall not raise the defense that there is an adequate remedy at law.