

This Instrument was Prepared by:

Vaisey Nicholson & Nearpass PLLC  
155 Clinton Square  
Rochester, New York 14604

After recording return to:

Old Republic National Title Insurance Company  
10655 Park Run Drive, Suite 160  
Las Vegas, NV 89144  
Attn: Paul J. Beaver

### SPECIAL WARRANTY DEED

BRIGHT LEGACY II, LLC, an Arizona limited liability company with a mailing address of 2136 Orchard Mist Street, Las Vegas, NV 89135 ("Grantor"), for consideration paid, grant to BROADSTONE PMI PORTFOLIO, LLC, a New York limited liability company with a mailing address of c/o Broadstone Real Estate, LLC, 800 Clinton Square, Rochester, NY 14604 ("Grantee"), all interest in the real estate located in Bernalillo County, New Mexico and described in Exhibit "A" attached hereto and made a part hereof (the "Property").

Commonly known as: 4400 Cutler Avenue, Albuquerque, NM 87110

With special warranty covenants, subject to the permitted encumbrances set forth on Exhibit "B" attached hereto and made a part hereof.

Dated this 6<sup>th</sup> day of December, 2017.

BRIGHT LEGACY II, LLC,  
an Arizona limited liability company

By: Mark Luebke  
Name: Mark Luebke  
Its: Member

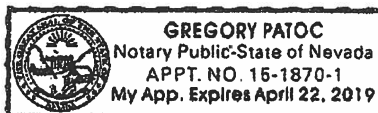
STATE OF NEVADA )

COUNTY OF CLARK ) ss.  
)

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of December 2017 by Mark Luebke, the Member of BRIGHT LEGACY II, LLC, an Arizona limited liability company.

Gregory Patoc  
Notary Public

My commission expires:



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**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF PREMISES**

Parcel No. 1:

Tract "1A", Revised Plat of Pavilions at San Mateo, Albuquerque, 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 November 5, 1996, in Plat Book 96C, Page 453.

Parcel No. 2:

A non-exclusive appurtenant easement as described in that Reciprocal Easement Agreement by and between Pavilion Partners, L.L.C., an Arizona limited liability company, and Washburn Piano Co., an Arizona corporation, dated February 15, 2000, recorded February 15, 2000 in Book A2, Page 5054 as Doc. No. 2000015129, as amended by First Amendment to Reciprocal Easement Agreement by and between S/W Albuquerque, L.P. a Texas limited partnership, and Herhode Development, LLC, an Arizona limited liability company, dated March 30, 2010, recorded March 31, 2010 as Doc. No. 2010027116, records of Bernalillo County, New Mexico.

**(End of Exhibit "A")**

**EXHIBIT "B"**  
**PERMITTED ENCUMBRANCES**

1. Zoning, building and land use laws, ordinances, rules and regulations applicable to the Property;
2. The lien of taxes and assessments on the Property not yet due and payable;
3. The rights of Vocational Training Institutes, Inc., an Arizona corporation, as tenant only, under the Lease dated November 14, 2017, as assumed by the Grantee pursuant to an Assignment and Assumption of Lease executed on or about the date hereof;
4. Water rights, claims or title to water;
5. Reservations and exceptions in the Patent by the United States of America, recorded April 5, 1897 in Book 20, Page 497, records of Bernalillo County, New Mexico;
6. Easements, maintenance responsibilities and notes as shown, noted and provided for on the Redivision Plat recorded November 5, 1996 in Plat Book 96C, Page 453, records of Bernalillo County, New Mexico;
7. Reciprocal Easement Agreement by and between Pavilion Partners, L.L.C., an Arizona limited liability company, and Washburn Piano Co., an Arizona corporation, recorded February 15, 2000 in Book A2, Page 5054 as Doc. No. 2000015129, as amended by First Amendment to Reciprocal Easement Agreement by and between S.W. Albuquerque, L.P. a Texas limited partnership, and Herhode Development, LLC, an Arizona limited liability company, recorded March 31, 2010 as Doc. No. 2010027116, records of Bernalillo County, New Mexico;
8. Notwithstanding any provision herein to the contrary, any right or rights of ingress and egress to and from the insured premises along the Interstate 40 (I-40) right of way is access controlled.
9. Rights, if any, for the use and maintenance of (i) the sidewalk along the northerly boundary of the Property, and (ii) the shopping center sign along the northerly boundary of the Property, each as shown and delineated on the ALTA/NSPS Land Title Survey prepared by Vladimir Jirik, NMRPS No. 10464 dated November 6, 2017, revised November 14, 2017, Bock & Clark NSN Project No. 201703519/1.

**(End of Exhibit "B")**