### stewart title

### 13.14.18.13 NM FORM 6 COMMITMENT FOR TITLE INSURANCE

ISSUED BY STEWART TITLE GUARANTY COMPANY

#### NOTICE

**IMPORTANT - READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

#### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six (6) months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Authorized Countersignature

esser Depulorela

TEMPHILL CONNECTION OF THE PROPERTY OF THE PRO

Matt Morris
President and CEO

Denise Carraux Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

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#### **COMMITMENT CONDITIONS**

#### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.
- 2. If all of the Schedule B, Part I Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
  - (a) the Notice;
  - (b) the Commitment to Issue Policy;
  - (c) the Commitment Conditions;
  - (d) Schedule A:
  - (e) Schedule B, Part I Requirements;
  - (f) Schedule B, Part II Exceptions; and
  - (g) a countersignature by the Company or its issuing agent that may be in electronic form.

#### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B. Part I Requirements:
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

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- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

### 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

#### 7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

### 8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

### STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

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"Pursuant to the New Mexico title insurance law Section 59A-30-4 NMSA 1978, control and supervision by superintendent and title insurance regulation 13.14.18.10 NMAC, no part of any title insurance commitment, policy or endorsement form promulgated by the New Mexico superintendent of insurance may be added to, altered, inserted in or typed upon, deleted or otherwise changed from the title insurance form promulgated by the New Mexico superintendent of insurance, nor issued by a person or company not licensed with regard to the business of title insurance by the New Mexico superintendent of insurance, nor issued by a person or company who does not own, operate or control an approved title abstract plant as defined by New Mexico law and regulations for the county wherein the property is located."

## 13.14.18.13 NM FORM 6 COMMITMENT FOR TITLE INSURANCE SCHEDULE A

**ISSUED BY** 

STEWART TITLE GUARANTY COMPANY

### Transaction Identification Data for reference only:

Issuing Agent:

Stewart Title of Albuquerque, LLC

Issuing Office:

7801 Academy Road NE, Bldg. 1, Suite 101, Albuquerque, NM

87109

Issuing Office's ALTA® Registry ID:

Loan ID Number:

Commitment Number:

575550

Issuing Office File Number:

575550

Property Address:

1790 Grande Blvd. SE, Rio Rancho, NM 87124

Revision Number:

- 1. Commitment Date: January 6, 2020 at 8:00AM
- 2. Policy to be issued:

**Proposed Policy Amount** 

(a) ALTA Owner's Standard

\$1,300,000.00

Proposed Insured: The Regents of the University of New Mexico, a body corporate of the State of New Mexico

(b) ALTA Loan Standard

Proposed Insured:

3. The estate or interest in the Land described or referred to in this Commitment is:

**FEE SIMPLE** 

4. The Title is, at the Commitment Date, vested in:

Life Enhancement Specialists, LLC, a New Mexico limited liability company

5. The Land is described as follows:

Jessen Depulorda

See Exhibit "A" Attached Hereto

STEWART TITLE GUARANTY COMPANY

**Authorized Countersignature** 

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LAND TITLE

# 13.14.18.13 NM FORM 6 COMMITMENT FOR TITLE INSURANCE EXHIBIT "A" LEGAL DESCRIPTION

ISSUED BY STEWART TITLE GUARANTY COMPANY

File No.: 575550

Tract C-12A2B of Gateway North, as shown and designated on plat entitled "Plat of Tracts C-12A2A and C-12A2B, Gateway North, Being a Replat of Tract C12A-2 Gateway North, Situate within Projected Section 31, T.12N., R.3E., N.M.P.M., Town of Alameda Grant, City of Rio Rancho, Sandoval County, New Mexico, March 2008", filed in the office of the County Clerk of Sandoval County, New Mexico, on April 17, 2008, in Volume 3, Folio 2912B.

Together with a Non-Exclusive, Appurtenant Reciprocal Access Easement, as shown and designated on Plats of Gateway North, Situate within Projected Section 31, T.12N., R.3E., N.M.P.M., Town of Alameda Grant, City of Rio Rancho, Sandoval County, New Mexico, filed in the office of the County Clerk of Sandoval County, New Mexico, on April 29, 1994, in Volume 3, Folio 1128B; recorded February 15, 1995, in Volume 3, Folio 1216B; recorded June 9, 1997, in Volume 3, Folio 1621A; and recorded April 17, 2008, in Volume 3, Folio 2912B.

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## 13.14.18.13 NM FORM 6 COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY STEWART TITLE GUARANTY COMPANY

File No.: 575550

### Requirements

All of the following Requirements must be met:

- 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- 5. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
- 6. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
- 7. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.
- 8. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record, to wit:
  - Execution and recordation of Warranty Deed from Life Enhancement Specialists, LLC, a New Mexico limited liability company, to The Regents of the University of New Mexico, a body corporate of the State of New Mexico.
- 9. Provide this Company with official identification of all parties involved in this transaction before or at closing.
- 10. Payment of Taxes for the year 2018.
- 11. Supply proof that any and all assessments levied by Gateway Owners Association have been paid.
- 12. Release of Construction Mortgage executed by Life Enhancement Specialists, LLC, a New Mexico limited liability company payable to Wells Fargo Bank National Association dated November 3, 2014 recorded November 6, 2014 in <a href="Book 417 Page 23133">Book 417 Page 23133</a> as <a href="Doc. No. 2014023133">Doc. No. 2014023133</a>, records of Sandoval County, New Mexico, securing the original principal amount of \$1,345,000.00.
- 13. Release and Termination of Lessee's Assignment of Lease and Subordination executed by Myo CosMedic Institute LLC; Lessee, Life Enhancement Specialists, LLC, a New Mexico limited liability company, Borrower, and Wells Fargo Bank, Lender dated November 3, 2014 recorded November 6, 2014 in Book 417 Page 23134 as Doc. No. 2014023134, records of Sandoval County, New Mexico.

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## 13.14.18.13 NM FORM 6 COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY STEWART TITLE GUARANTY COMPANY

- 14. Release and Termination of Lessee's Assignment of Lease and Subordination executed by MYO Cardiovascular Clinic LLC; Lessee, Life Enhancement Specialists, LLC, a New Mexico limited liability company, Borrower, and Wells Fargo Bank, Lender dated November 3, 2014 recorded November 6, 2014 in <u>Book 417 Page 23135 as Doc. No. 2014023135</u>, records of Sandoval County, New Mexico.
- 15. Provide this Company with a copy of the Articles of Organization for Life Enhancement Specialists, LLC, a New Mexico limited liability company. NOTE: Stewart Title of Albuquerque, LLC reserves the right to make further requirements upon review of the above.
- 16. Provide this Company with a copy of the Operating Agreement(s) for Life Enhancement Specialists, LLC, a New Mexico limited liability company. NOTE: Stewart Title of Albuquerque, LLC reserves the right to make further requirements upon review of the above.
- 17. Provide this Company with a certified copy of Corporation Resolution of The Regents of the University of New Mexico, a body corporate of the State of New Mexico, authorizing the purchase above and further naming the person(s) authorized to execute the above on behalf of said Corporation. NOTE: Stewart Title of Albuquerque, LLC reserves the right to make further requirements upon review of the above.

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### 13.14.18.13 NM FORM 6 COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY STEWART TITLE GUARANTY COMPANY

### **Exceptions**

File No.: 575550

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

Standard exceptions 1, 2, 3, and or 4, may be deleted from any policy upon compliance with all provisions of the applicable rules, upon payment of all additional premiums required by the applicable rules, upon receipt of the required documents and upon compliance with the company's underwriting standards for each such deletion. Standard exception 5 may be deleted from the policy if the named insured in the case of an owner's policy, or the vestee, in the case of a leasehold or loan policy, is a corporation, a partnership, or other artificial entity, or a person holding title as trustee. Except for the issuance of a U.S. policy form (NM form 7 or NM form 34), any policy to be issued pursuant to this commitment will be endorsed or modified in Schedule B by the company to waive its right to demand arbitration pursuant to the conditions and stipulations of the policy at no cost or charge to the insured. The endorsement or the language added to schedule B of the policy shall read: "In compliance with Subsection D of 13.14.18.10 NMAC, the company hereby waives its right to demand arbitration pursuant to the title insurance arbitration rules of the American Land Title Association. Nothing herein prohibits the arbitration of all arbitrable matters when agreed to by both the company and the insured."

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- 1. Right or claims of parties in possession not shown by the public records.
- 2. Easements or claims of easements, not shown by the public records.
- 3. Encroachments, overlaps, conflicts in boundary lines, shortages in area, or other matters which would be disclosed by an accurate survey and inspection of the premises.
- 4. Any lien, claim or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 5. Community property, survivorship, or homestead rights, if any, of any spouse of the insured (or vestee in a leasehold or loan policy)
- 6. Water rights, claims or title to water.
- 7. Taxes for the year 2019, and thereafter.
- 8. Defects, liens, encumbrances, adverse claims or other matters, if any, created first appearing in the public records or attaching subsequent to the Effective Date hereof but prior to the date the proposed

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### 13.14.18.13 NM FORM 6 COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY STEWART TITLE GUARANTY COMPANY

Insured acquires for value of record the estate or interest or mortgage thereon covered by the Commitment.

- 9. All matters that may be shown on an Improvement Location Report or survey of the property, if one is provided to the title company.
- 10. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
- 11. Reservations and exceptions in the Patent by the United States of America recorded on September 22, 1920, in <u>Book DR2, Page 396</u>; and re-recorded on January 22, 1969, in Book Misc. 23, Page 83, records of Sandoval County, New Mexico.
- 12. Covenants, conditions, restrictions and easements affecting the insured premises, but omitting any covenant, conditions or restrictions, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons, as contained in the Declaration of Protective Covenants and Restrictions recorded July 21, 1994 in <u>Book Misc. 313, Page 795, as Doc. No. 1994043919</u>, and as shown and noted on the recorded Plat recorded in <u>Vol. 3, Folio 2912B</u>, records of Sandoval County, New Mexico.
- 13. A five foot (5') Utility and Drainage Easement, and incidental purpose thereto, reserved along the northerly lot line of the insured premises, as shown on the recorded plat, recorded in Vol. 3, Folio 2912B, (Rio Rancho Estates Plat Book No. 22, Page 27,) records of Sandoval County, New Mexico.
- 14. Landscaping and Drainage Easement, and incidental purpose thereto, reserved along the insured premises, as shown on the recorded plat, recorded in Vol. 3, Folio 2912B, (Rio Rancho Estates Plat Book No. 22, Page 27,) records of Sandoval County, New Mexico.
- 15. Underground Utility Easement, and incidental purpose thereto, reserved along the insured premises, as shown on the recorded plat, recorded in Vol. 3, Folio 2912B, (Rio Rancho Estates Plat Book No. 22, Page 27,) records of Sandoval County, New Mexico.
- 16. Underground Easement, for Electric Power, Telephone, Television and Security Communications, granted to the Public Service Company of New Mexico, reserved along the insured premises, as shown on the recorded plat, recorded in Vol. 3, Folio 2912B, (Rio Rancho Estates Plat Book No. 22, Page 27,) records of Sandoval County, New Mexico.
- 17. Landscaping Easement, and incidental purpose thereto, reserved along the insured premises, as shown on the recorded plat, recorded in Vol. 3, Folio 2912B, (Rio Rancho Estates Plat Book No. 22, Page 27,) records of Sandoval County, New Mexico.

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### 13.14.18.13 NM FORM 6 COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY STEWART TITLE GUARANTY COMPANY

- 18. Surface and/or Underground Drainage Easement and a Reciprocal Access Easement reserved along the insured premises, as shown on the recorded plat, recorded in Vol. 3, Folio 2912B, (Rio Rancho Estates Plat Book No. 22, Page 27,) and recorded on April 29, 1994, in Volume 3, Folio 1128B; recorded February 15, 1995, in Volume 3, Folio 1216B; recorded June 9, 1997, in Volume 3, Folio 1621A, records of Sandoval County, New Mexico.
- 19. Underground Easement (Electric), and incidental purposes thereto, granted to Public Service Company of New Mexico, a New Mexico Corporation, recorded June 8, 2015 in <u>Book 418 Page 12294 as Doc. No. 2015012284</u>, records of Sandoval County, New Mexico.
- Easement Encroachment Agreement, by and between Life Enhancement Specialists, LLC, a New Mexico limited liability company, and Public Service Company of New Mexico, a New Mexico corporation, recorded February 25, 2016, in <u>Book 419, Page 3809</u>, as <u>Doc. No. 2016003809</u>, records of Sandoval County, New Mexico.
- 21. Notice of Homeowner Association for Gateway North, filed June 24, 2019, recorded in <u>Book 422</u>, page 13790, as Doc. No. 2019013790, records of Sandoval County, New Mexico.
- 22. Any possible assessments for paving, sewer and water extension which are or might be a lien by law, but have not yet been filed for record in the office of the County Clerk of Sandoval County, New Mexico.
- 23. Rights of parties under any unrecorded Rental and/or Lease Agreements.
- 24. Reservations of mineral and mineral rights as set forth in Warranty Deed recorded October 20, 2004, in Book 407, Page 33304, as Doc. No. 2004033304, records of Sandoval County, New Mexico.

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