

OWNER'S POLICY OF TITLE INSURANCE

Issued by **Commonwealth Land Title Insurance Company**



Commonwealth Land Title Insurance Company is a member of the LandAmerica family of title insurance underwriters.

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Pennsylvania corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, COMMONWEALTH LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Policy to become valid when countersigned by an authorized officer or agent of the Company.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Attest:


Secretary



By:


President

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (i) to timely record the instrument of transfer; or
 - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

OWNER'S POLICY

SCHEDULE A

File No. 6212000696

Owner's Policy No. O-6212000696

Amount of Insurance: \$7,800,000.00

Premium: \$22,816.00

Date of Policy: December 21, 2007 at 11:29 am

1. Name of Insured:

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

2. The estate or interest in the land which is covered by this policy is:

Fee Simple and Leasehold

3. Title to the estate or interest in the land is vested in:

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

4. The land referred to in this policy is described as follows:

Parcel I:

Tract numbered/lettered "1A" of the Third Replat of U.N.M. South Campus Research Park, Albuquerque, New Mexico, as the same is shown and designated on said third replat thereof, filed in the office of the County Clerk of Bernalillo County, New Mexico, on August 24, 1990, in Plat Book 90C, page 203

and

Parcel II:

Tracts lettered "B" and "C" of the Third Replat of U.N.M. South Campus Research Park, Albuquerque, New Mexico, as the same are shown and designated on said third replat thereof, filed in the office of the County Clerk of Bernalillo County, New Mexico, on August 24, 1990, in Plat Book 90C, page 203.

Commonwealth Land Title Insurance Company

Countersigned By:

LandAmerica Albuquerque Title

By: 

Authorized Countersignature

This policy is invalid unless the cover sheet,
Schedule A and Schedule B are attached.

OWNER'S POLICY

SCHEDULE B

Date of Policy: December 21, 2007

Policy No. O-6212000696

File No. 6212000696

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. Rights 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.
6. Any titles or rights asserted by anyone, including, but not limited to, persons, corporations, governments or other entities, to lands comprising the shores or bottoms of navigable streams, lakes, or land beyond the line of the harbor or bulkhead lines established or changed by the United States Government.
7. Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof; water rights, claims or title to water.
8. Taxes or assessments which are not shown as existing liens by the public records.
9. Taxes for the year 2008 and thereafter.
10. Declaration of Covenants and Restrictions relating to University Research Park, dated June 24, 1965 as evidenced by that certain Agreement between The Regents of the University of New Mexico; NWD Venture; and University Real Estate Investment Trust recorded April 18, 1979 in Book Misc. 683, page 343 as Document No. 79 27891, records of Bernalillo County, New Mexico (as to all Tracts).
11. Articles of Incorporation and By-Laws of the University Research Park Association, a non-profit corporation, recorded in Corporation Book 82, pages 974 and 983, respectively, records of Bernalillo County, New Mexico (as to all Tracts).
12. Easement granted to Public Service Company of New Mexico, a New Mexico corporation by instrument recorded December 30, 1965 in Book D 793, page 678 as Document No. 88580, records of Bernalillo County, New Mexico (as to Tract C).
13. Underground Easement granted to Public Service Company of New Mexico, a New Mexico corporation and The Mountain States Telephone and Telegraph Company, a Colorado corporation by instrument recorded May 24, 1979 in Book Misc. 692, page 18 as Document No. 79 38716, records of Bernalillo County, New Mexico (as to Tract B).

14. Underground Easement granted to Public Service Company of New Mexico, a New Mexico corporation and US West Communications, Inc., a Colorado corporation by instrument recorded April 26, 1995 in Book 95-10, page 1602 as Document No. 95040923, records of Bernalillo County, New Mexico (as to Tract C).
15. Easement granted to the City of Albuquerque, a New Mexico municipal corporation by instrument recorded April 19, 1996 in Book 96-11, page 2340 as Document No. 96044030, records of Bernalillo County, New Mexico (as to Tract 1A).
16. Easements, restrictions and notes as shown, noted and provided for on the plats recorded in Plat Book D3, page 174; in Plat Book C14, page 76 and in Plat Book 90C, page 203, records of Bernalillo County, New Mexico (as to all Tracts).
17. Lease as evidenced by Memorandum of Lease executed by The Regents of the University of New Mexico, a body corporate of the State of New Mexico, as Lessor, and NWD Venture, a partnership, as Lessee, dated August 29, 1978, filed February 16, 1979, in Book Misc. 670, page 788, as Document No. 79 11979, records of Bernalillo County, New Mexico. Assignment and Assumption of Ground Lease thereto recorded December 21, 2007 as Document No. 2007170965, records of Bernalillo County, New Mexico.
18. Lease by and between The Regents of the University of New Mexico, a body corporate of the State of New Mexico, as Lessor, and Donald Pitt; Richard L. Bloch; and Walter O. Berger, as Lessees, dated May 27, 1967, filed September 20, 1967, in Book Misc. 80, page 963 as Document No. 65638, records of Bernalillo County, New Mexico. First Amendment of Lease thereto filed May 21, 1968 in Book Misc. 103, page 810 as Document No. 94092, records of Bernalillo County, New Mexico. The Lessees' interest subsequently assigned to WRD Venture, a partnership by Assignment of Leases filed February 12, 1969, in Book Misc. 128, page 902 as Document No. 24788, records of Bernalillo County, New Mexico. Second Amendment of Lease thereto filed February 16, 1979, in Book Misc. 670, page 793 as Document No. 79 11981, records of Bernalillo County, New Mexico. Assignment and Assumption of Ground Lease thereto recorded December 21, 2007 as Document No. 2007170966, records of Bernalillo County, New Mexico.
19. Pro rata charges for water, sewer, and/or standby charges and any possible assessments for paving, sidewalk, sewer and water extensions 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 Bernalillo County, New Mexico
20. Rights of tenants or occupants (not referenced herein) under leases, subleases or rental agreements.

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 Arbitration Association. Nothing herein prohibits the arbitration of all arbitrable matters when agreed to by both the Company and the insured.

NAME INSURED ENDORSEMENT

Attached to Policy No. O-6212000696
 Issued by
 Commonwealth Land Title Insurance Company
 (NM Form 55)

Paragraph 1(a) of Conditions and Stipulations is deleted and the following paragraph is substituted in its place:

"insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate, partnership or fiduciary successors, and specifically, without limitation, the following:

- (i) the successors in interest to a corporation, limited liability company or limited liability partnership named as an insured in Schedule A resulting from merger, consolidation, conversion, or the distribution of the assets of the corporation, limited liability company, or limited liability partnership upon partial or complete liquidation;
- (ii) the successors in interest to a general or limited partnership, limited liability company, or limited liability partnership named as an insured in Schedule A which dissolves but does not terminate;
- (iii) the successors in interest to a general or limited partnership named as an insured in Schedule A resulting from distribution of the assets of the general or limited partnership upon partial or complete liquidation;
- (iv) the successors in interest to a joint venture named as an insured in Schedule A resulting from distribution of the assets of the joint venture upon partial or complete liquidation;
- (v) the trustee or successor trustee of a written trust instrument established by the insured named in Schedule A for estate planning purposes to whom title is transferred after the policy date;
- (vi) the successor or substitute trustee of a trustee named in a written trust instrument established by the insured named in Schedule A for estate planning purposes; or
- (vii) the successor in interest to a trustee or trust resulting from distribution to the beneficiaries of the trust of all or part of the assets of the trust established by the insured named in Schedule A for estate planning purposes.

This endorsement is made a part of the policy and is subject to all the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and prior endorsements, if any, nor does it extend the effective date of the policy and prior endorsements or increase the face amount thereof.

Dated: December 21, 2007

Commonwealth Land Title Insurance Company

Countersigned By:
 LandAmerica Albuquerque Title

By: _____

Authorized Signature