

Doc# 2007169911

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ASSN R:\$17.00 M. Toulouse, Bernalillo County

TI# 0212 00 13 69



ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE (the “**Assignment and Assumption**”) is made this 17th day of December, 2007, (the “**Effective Date**”) by and between STC.UNM, a New Mexico nonprofit corporation (“**Assignor**”), formerly known as SCIENCE & TECHNOLOGY CORPORATION @ UNM, and prior to that as THE UNIVERSITY OF NEW MEXICO TECHNOLOGY DEVELOPMENT CORPORATION, and THE REGENTS OF THE UNIVERSITY OF NEW MEXICO, a constitutionally created educational institution of the State of New Mexico (“**Assignee**”).

RECITALS

A. Assignor is Landlord under that certain University Center Research Park Ground Lease dated the 25th day of May, 1994, by and between THE UNIVERSITY OF NEW MEXICO TECHNOLOGY DEVELOPMENT CORPORATION, a New Mexico nonprofit corporation, as Landlord, and CHESAPEAKE PARK, INC., a Maryland corporation, and a wholly-owned subsidiary of MARTIN MARIETTA CORPORATION, a Maryland corporation, predecessor in interest to LMC PROPERTIES, INC., a Maryland corporation, as Tenant, (the “**Ground Lease**”) with respect to the property (the “**Ground Lease Premises**”) legally described on **Exhibit “A”** attached hereto.

B. STC.UNM was formerly known as Science & Technology Corporation @ UNM and prior to that as The University of New Mexico Technology Development Corporation.

C. Assignor now desires to assign and transfer to Assignee all of its right, title and interest in the Ground Lease, subject to all of the terms, covenants, obligations, agreements and restrictions therein set forth, and Assignee desires to accept said Ground Lease, and assume and be bound by the Lease.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, it is agreed:

ASSIGNMENT AND ASSUMPTION

1. As of the Effective Date, Assignor assigns and transfers to Assignee and its successors and assigns, all of Assignor’s right, title and interest in and to the Ground Lease, subject to the terms, covenants, obligations, agreements and restrictions set forth therein.

2. As of the Effective Date, Assignee accepts the assignment of the Ground Lease and, for the benefit of Assignor, Assignee further assumes and agrees to be bound by the Assignor obligations under the Ground Lease from and after the Effective Date.


3. This Assignment and Assumption may be executed in counterparts which, taken together, shall constitute one and the same instrument.

4. The provisions of this Assignment and Assumption shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption as of the date set forth above, the Effective Date.

ASSIGNOR:

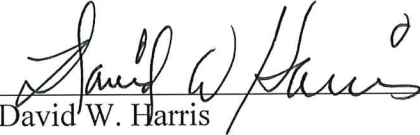
STC.UNM, a New Mexico nonprofit corporation,
formerly known as SCIENCE & TECHNOLOGY
CORPORATION @ UNM, and
prior to that as THE UNIVERSITY OF NEW MEXICO
TECHNOLOGY DEVELOPMENT CORPORATION,

By: 
Elizabeth J. Kuuttila
President

Date: 12/10/07

ASSIGNEE:

THE REGENTS OF THE UNIVERSITY OF
NEW MEXICO, a constitutionally created
educational institution of the State of New Mexico

By: 
David W. Harris
Executive Vice President for Administration,
COO and CFO

Date: 12/12/07

APPROVAL

TENANT

LMC PROPERTIES, INC., a Maryland corporation,
successor in interest to CHESAPEAKE PARK, INC.,
a Maryland corporation

By Theresa Bourian Shea
Name Theresa Bourian Shea
Title Vice President & General Counsel

Date: 12-17-07

ACKNOWLEDGMENTS

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

This instrument was acknowledged before me this 10 day of December, 2007, by Elizabeth J. Kuuttilla, President of the STC.UNM, a New Mexico nonprofit corporation.

Cara R. Hajovsky
Notary Public

My commission expires:

06/25/2011
(Seal)



STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

This instrument was acknowledged before me this 12TH day of DECEMBER, 2007, by David W. Harris, Executive Vice President for Administration, COO and CFO, on behalf of the Regents of the University of New Mexico, a constitutionally created educational institution of the State of New Mexico.

David W. Harris
Notary Public

My commission expires:

2-25-08
(Seal)

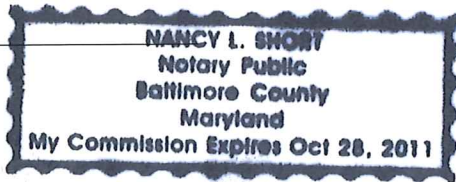
STATE OF Maryland)
) ss.
COUNTY OF BALTIMORE)

The foregoing instrument was acknowledged before me on December 17, 2007 by Theresa Beirian Shea, as Vice President & GC, of LMC PROPERTIES, INC., a Maryland corporation, successor in interest to CHESAPEAKE PARK, INC., a Maryland corporation.

Nancy L. Short
Notary Public

My commission expires:

(Seal)



GROUND LEASE PREMISES

Parcel 1-B-1, of the Plat of Parcels 1-B-1 & 1-B-2, UNIVERSITY OF NEW MEXICO SOUTH CAMPUS, 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 July 14, 1994, in Map Book 94C, Folio 231.

EXHIBIT A