

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

Commitment No.: 6212001369

File No. 6212001369

1. Effective Date: December 26, 2007, 8:00 am

2. Policy or policies to be issued:

POLICY AMOUNT

OWNER'S POLICY (Form NM1) \$3,605,111.00
Proposed Insured: The Regents of the University of New Mexico, a constitutionally created educational institution of the State of New Mexico

LOAN POLICY (Form NM2)
Proposed Insured:

LOAN POLICY (Form NM2)
Proposed Insured:

CONSTRUCTION LOAN POLICY (Form NM3)
Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

Fee Simple

4. Title to the Fee Simple estate or interest in said land is at the effective date hereof vested in:

LMC Properties, Inc., a Maryland corporation as sucessor in interest to Chesapeak Park, Inc., a Maryland corporation and a wholly-owned subsidiary of Martin Marietta Corporation, a Maryland corporation

5. The land referred to in this Commitment is described as follows:

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 Plat Book 94C, folio 231. **Together with** all improvements and buildings situated on Parcel "1-B-1".

Commonwealth Land Title Insurance Company

Countersigned By:
LandAmerica Albuquerque Title

By: _____
Authorized Countersignature

This policy is invalid unless the cover sheet, Schedule A and Schedules BI and BII are attached.

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SCHEDULE B - SECTION I

REQUIREMENTS

Effective Date: December 26, 2007

The following are the requirements to be complied with:

1. The following instrument(s) creating the estate or interest to be insured must be approved by the Company, executed and filed for record:
 - a. Requirement met, intentionally omitted.
 - b. Requirement met, intentionally omitted.
 - c. Record properly executed General Warranty Deed from LMC Properties, Inc., a Maryland corporation, successor in interest by merger to Chesapeake Park, Inc., a Maryland corporation and a wholly-owned subsidiary of Martin Marietta Corporation, a Maryland corporation to The Regents of the University of New Mexico, a constitutionally created educational institution of the State of New Mexico.
 - d. Record properly executed Termination of Ground Lease executed by The Regents of the University of New Mexico, a constitutionally created educational institution of the State of New Mexico and LMC Properties, Inc., a Maryland corporation, successor in interest by merger to Chesapeake Park, Inc., a Maryland corporation and a wholly-owned subsidiary of Martin Marietta Corporation, a Maryland corporation, terminating Ground Lease, dated July 21, 1994, as evidenced by Memorandum of Ground Lease, filed July 22, 1994 in Book 94-22, page 350, as Document No. 94092837, records of Bernalillo County, New Mexico.
2. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
3. Payment of all taxes, charges and assessments levied or assessed against the estate or interest to be insured, which are currently due and payable.
4. Provide satisfactory evidence that all improvements and/or repairs and/or alterations thereto are completed and accepted by the owner, and that all contractors, laborers, and suppliers have been fully paid and that no mechanic's, laborer's, or materialmen's liens have attached.
5. Pay and Release of record (or provide an Affidavit of Identity if not the same person) Warrant of Levy and Lien from the State of New Mexico against Lockheed Martin Corporation, dated December 27, 2000, and recorded January 8, 2001 in Book A14, Page 789, as Document No. 2001002192, Real Property Records of BERNALILLO County, New Mexico.
6. Provide this Company with Articles of Incorporation, merger documents, Certificate of Good standing and a Corporate Resolution of LMC Properties, Inc., a Maryland corporation, successor in interest by merger to Chesapeake Park, Inc., a Maryland corporation and a wholly-owned subsidiary of Martin Marietta Corporation, a Maryland corporation, approving subject transaction and setting forth individual(s) with Office held, who may bind said corporation. Further requirements may be made upon review.

7. Requirement met, intentionally omitted.
8. Intentionally omitted.

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SCHEDULE B - SECTION II

EXCEPTIONS

Effective Date: December 26, 2007

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the company:

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 (or vestee in a leasehold or loan policy).
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 as 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. 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 insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
11. Restrictions recorded in Book BCR 90-1, page 6145, as Document No. 90 3134, records of Bernalillo County, New Mexico, but omitting any restriction based on race, color, religion or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604.
12. Intentionally omitted.
13. Easements, restrictions, notes and other matters as shown and/or provided for on the recorded plat, filed in the office of the County Clerk of Bernalillo County, New Mexico on July 14, 1994, in Plat Book 94C, folio 231.
14. Grant of Easement to Public Service Company of New Mexico, a New Mexico corporation and Mountain States Telephone and Telegraph Company, a Colorado corporation, filed December 13, 1989 in Book Misc. 818A, page 456, as Document No. 89105934, records of Bernalillo County, New Mexico.

15. Intentionally omitted.
16. Intentionally omitted.
17. Intentionally omitted.
18. Intentionally omitted.
19. Easement (Parcel 1-B Public Roadway and Sidewalk) granted to the City of Albuquerque, filed July 1, 1994 in Book 94-20, page 2646, as Document No. 94084572, records of Bernalillo County, New Mexico.
20. Underground Easement granted to Public Service Company of New Mexico, a New Mexico corporation and U S West Communications, Inc., a Colorado corporation, filed December 7, 1994 in Book 94-33, page 2891, as Document No. 94142731, records of Bernalillo County, New Mexico.
21. Intentionally omitted, moved to Schedule BI.
22. Rights of tenants or occupants, as tenants only, under leases, subleases or rental agreements.
23. Encroachment of concrete curbing, asphalt and landscaping onto public utility easements as shown, set forth and delineated on that certain ALTA/ACSM Land Title Survey prepared by Gary W. Gritsko, NMPS No. 8686, dated October 3, 2007, as revised December 14, 2007.

Standard Exceptions 1, 2, 3, 4, and/or 6 may be deleted from any policy, Standard Exception 7 may be modified on any policy and Standard Exception 8 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.

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