

**ALTA COMMITMENT FORM**  
**COMMITMENT FOR TITLE INSURANCE**

Issued by



Stewart Title Guaranty Company, A Texas Corporation, "Company", for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

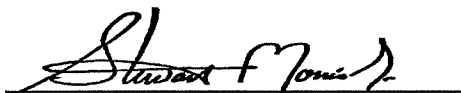
This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

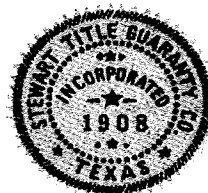
Signed under seal for the Company, but this Commitment shall not be valid or binding until it bears an authorized Countersignature.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

  
Chairman of the Board



  
President



Countersigned:



Authorized Countersignature

Stewart Title of Albuquerque, LLC  
Albuquerque, New Mexico

## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act or reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions, and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at [www.alta.org](http://www.alta.org).*



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.

**Stewart Title Guaranty Company**  
**COMMITMENT FOR TITLE INSURANCE**

**SCHEDULE A**

---

File Number: 10120054	Inquiries should be directed to:	Stewart Title of Albuquerque, L.L.C. 6759 Academy Road NE Albuquerque, New Mexico 87109
-----------------------	----------------------------------	---

---

1. Effective Date: 11/23/2011 at 8:00 a.m.
2. Policy or Policies to be issued:
  - (a)  ALTA Owner's Policy – (6/17/06) Amount \$525,000.00  
Proposed Insured: The Regents of the University of New Mexico
  - (b)  ALTA Loan Policy – (6/17/06) Amount  
Proposed Insured:
  - (c)  Amount  
Proposed Insured:
3. The estate or interest in the land described or referred to in this Commitment is  
Fee Simple
4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:  
Sandia Foundation, a New Mexico nonprofit corporation
5. The land referred to in the Commitment is described as follows:

**PARCEL I**

A tract of land within Tr. Z of Southwestern Construction Company, Albuquerque, New Mexico. LESS AND EXCEPTING THEREFROM that legal description in Warranty Deed recorded May 15, 2003, in Book A56, Page 898, as Doc. No. 2003081069, records of Bernalillo County, New Mexico.

NM 6: ALTA Commitment (6/17/06)

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

Schedule A consists of 2 page(s)

**Stewart Title Guaranty Company**  
**COMMITMENT FOR TITLE INSURANCE**

**SCHEDULE A**

A MORE COMPLETE LEGAL DESCRIPTION WILL BE PROVIDED UPON RECEIPT OF A CURRENT METES AND BOUNDS LEGAL DESCRIPTION OF THE INSURED PREMISES TO BE INSURED AS REQUIRED IN SCHEDULE B-1 HEREIN.

**PARCEL II**

A certain tract of land located within the City limits of Albuquerque, Bernalillo County, New Mexico, the said tract is more particularly described as follows:

BEGINNING at a point located at the northwest corner of said tract, from whence the westerly most corner of Tract Z of Southwestern Construction Company, said corner is also a point on the intersection of the easterly right-of-way of New Mexico State Road 422 and the easterly right-of-way of Lomas Boulevard N.E., bears N 26° 04' W, a distance of 154.58 feet;  
Thence, S 85° 44' 30" E, a distance of 556.86 feet;  
Thence, S 00° 23' 36" W, a distance of 48.17 feet;  
Thence, N 85° 44' 30" W, a distance of 532.10 feet;  
Thence, N 25° 58' 22" W, a distance of 55.63 feet to the point of beginning.

NM 6: ALTA Commitment (6/17/06)

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

Schedule A consists of 2 page(s)

**Stewart Title Guaranty Company**  
**COMMITMENT FOR TITLE INSURANCE**  
**SCHEDULE B - SECTION I**  
**REQUIREMENTS**

The following are the requirements to be complied with:

1. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
2. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
3. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.
4. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record, to wit:
  - a. Execution and recordation of Special Warranty Deed from Sandia Foundation, a New Mexico nonprofit corporation to The Regents of the University of New Mexico.
5. Provide this Company with official identification of all parties involved in this transaction before or at closing.
6. Payment of Taxes for the year 2011.
7. Provide this Company with a proper metes and bounds survey description, accurately describing the real estate described in Schedule "A" herein. NOTE: Stewart Title of Albuquerque, LLC reserves the right to make further requirements upon review of the above.
8. Provide this Company with a certified copy of Corporation Resolution of Sandia Foundation, a New Mexico nonprofit corporation, authorizing the execution and delivery of this Special Warranty Deed required as Item 4a 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.
9. Termination of Long Term Lease With Option by and between Southwestern Construction Company, a corporation, New Mexico Credit Corporation, a corporation, Hugh B. Woodward and Helen K. Woodward, his wife, as Lessors, and The Regents of the University of New Mexico, a body corporate of the State of New Mexico, as Lessee, dated October 5, 1967, Bernalillo County, New Mexico.
10. Provide this Company with copy of a resolution by the Board of Regents of University of New Mexico certified to by the secretary of the board, authorizing the purchase of the property shown under Schedule A herein, and designating the officers authorized to execute documents on behalf of the university. NOTE: Stewart Title of Albuquerque, LLC reserves the right to make further requirements upon review of the above.

This commitment is invalid unless the Insuring Provisions and Schedules A and B-Section II are attached.

**Stewart Title Guaranty Company**  
**COMMITMENT FOR TITLE INSURANCE**  
**SCHEDULE B – SECTION II**  
**EXCEPTIONS**

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 (NM7 or NM34), 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 this 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."

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. [Reserved]
7. "Water rights, claims or title to water".
8. [Reserved]
9. Taxes for the year 2012 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.

**Stewart Title Guaranty Company**  
**COMMITMENT FOR TITLE INSURANCE**  
**SCHEDULE B – SECTION II**  
**EXCEPTIONS**

11. A twenty five foot (25) Road Easement, and incidental purposes thereto, reserved along the northerly lot line of the insured premises, as shown on the recorded plat, recorded in Plat Book D3, Page 108, records of Bernalillo County, New Mexico.
12. Right of Way, and incidental purposes thereto, granted to The Mountain States Telephone and Telegraph Company, a Colorado Corporation, recorded June 19, 1928, in Book 90, Page 499, records of Bernalillo County, New Mexico.
13. Easement, and incidental purposes thereto, granted to Public Service Company of New Mexico, a New Mexico Corporation, and The Mountain States Telephone and Telegraph Company, a Colorado Corporation, recorded in Book D299, Page 149, records of Bernalillo County, New Mexico.
14. Easement, and incidental purposes thereto, granted to Public Service Company of New Mexico, a New Mexico Corporation, and The Mountain States Telephone and Telegraph Company, a Colorado Corporation, recorded July 17, 1958, in Book D433, Page 609, as Doc. No. 72482, records of Bernalillo County, New Mexico.
15. Easement, and incidental purposes thereto, granted to Public Service Company of New Mexico, a New Mexico Corporation, and The Mountain States Telephone and Telegraph Company, a Colorado Corporation, recorded July 17, 1958, in Book D433, Page 613, as Doc. No. 72485, records of Bernalillo County, New Mexico.
16. Easement, and incidental purposes thereto, granted to Public Service Company of New Mexico, a New Mexico Corporation, recorded September 26, 1958, in Book D444, Page 132, as Doc. No. 82852, records of Bernalillo County, New Mexico.
17. Reservation of easements for public streets as set forth in the Deed recorded August 24, 1960, in Book D558, Page 317, as Doc. No. 83921, records of Bernalillo County, New Mexico.
18. Grant of Easement by and between the Most Rev. Edwin V. Byrne and Southwestern Construction Company, dated August 11, 1961, recorded August 12, 1961, in Book D607, Page 299, as Doc. No. 34026, records of Bernalillo County, New Mexico.
19. Right of Way Easement, and incidental purposes thereto, granted to The Mountain States Telephone and Telegraph Company, a Colorado Corporation, recorded July 5, 1962, in Book D649, Page 237, as Doc. No. 90059, records of Bernalillo County, New Mexico.
20. Easement, and incidental purposes thereto, granted to Public Service Company of New Mexico, a New Mexico Corporation, and The Mountain States Telephone and Telegraph Company, a Colorado Corporation, recorded November 6, 1968, in Book Misc. 120, Page 377, as Doc. No. 14007, records of Bernalillo County, New Mexico.
21. Easement, and incidental purposes thereto, granted to Public Service Company of New Mexico, a New Mexico Corporation, and The Mountain States Telephone and Telegraph Company, a Colorado Corporation, recorded November 6, 1968, in Book Misc. 120, Page 377, as Doc. No. 14007, records of Bernalillo County, New Mexico.

**Stewart Title Guaranty Company**  
**COMMITMENT FOR TITLE INSURANCE**  
**SCHEDULE B – SECTION II**  
**EXCEPTIONS**

- Corporation, recorded November 6, 1968, in Book Misc. 120, Page 379, as Doc. No. 14008, records of Bernalillo County, New Mexico.
22. Grant of Easement for Storm Sewer Easement dated October 5, 1972, recorded November 20, 1972, in Book Misc. 286, Page 674, as Doc. No. 20465, records of Bernalillo County, New Mexico.
  23. Easement, and incidental purposes thereto, granted to Public Service Company of New Mexico, a New Mexico Corporation, and The Mountain States Telephone and Telegraph Company, a Colorado Corporation, recorded January 29, 1974, in Book Misc. 351, Page 69, as Doc. No. 91825, records of Bernalillo County, New Mexico.
  24. Quitclaim Easement Agreement by and between the Regents of the University of New Mexico, a body corporate of the State of New Mexico and Sandia Foundation, a New Mexico non-profit corporation, dated October 30, 1998, recorded November 4, 1998, in Book 9818, Page 254, as Doc. No. 1998142063, records of Bernalillo County, New Mexico.
  25. Permanent Easement Agreement by and between the Regents of the University of New Mexico, a body corporate of the State of New Mexico and Sandia Foundation, a New Mexico non-profit corporation, dated June 18, 2007, recorded June 19, 2007, as Doc. No. 2007089326, records of Bernalillo County, New Mexico.
  26. Declaration of Private Access Easement, dated June 5, 2007, recorded June 19, 2007, as Doc. No. 2007089323, records of Bernalillo County, New Mexico.