

NM 6 - COMMITMENT FOR TITLE INSURANCE

Issued By:

Commitment Number:



Fidelity National Title
Insurance Company

SP000139413

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 EXTRACTIONAL 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, Fidelity National Title Insurance Company, a Florida 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.

Fidelity National Title of New Mexico Inc.
8220 San Pedro Drive NE, Suite 160
Albuquerque, NM 87113

Countersigned By:

Authorized Signature

Fidelity National Title Insurance Company

By:

President

Attest:

Secretary

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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.

SCHEDULE A

1. Commitment Date: August 26, 2022 at 08:00 AM
2. Policy to be issued:
 - a. Owner's Policy 2006 (NM 1)
Proposed Insured: The Regents of the University of New Mexico, a body corporate of the State of New Mexico
Proposed Policy Amount: \$1,500,000.00
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:
Camp Fire Boys and Girls New Mexico Council, a New Mexico Non-profit Corporation
5. The Land is described as follows:
Parcel lettered "A" on the summary plat of SURGICAL ASSOCIATES, P.A. PROFIT-SHARING PLAN AND TRUST, Albuquerque, New Mexico, as the same is shown and designated on the said replat filed in the office of the County Clerk of Bernalillo County, New Mexico, on April 7, 1980, in Volume C16, folio 132.

END OF SCHEDULE A

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EXHIBIT "A"
Legal Description

Parcel lettered "A" on the summary plat of SURGICAL ASSOCIATES, P.A. PROFIT-SHARING PLAN AND TRUST, Albuquerque, New Mexico, as the same is shown and designated on the said replat filed in the office of the County Clerk of Bernalillo County, New Mexico, on April 7, 1980, in Volume C16, folio 132.

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**SCHEDULE B, PART I
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.
4. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.
5. Furnish for recordation a deed as set forth below:

Grantor(s): Camp Fire Boys and Girls New Mexico Council, a New Mexico Non-profit Corporation
Grantee(s): The Regents of the University of New Mexico, a body corporate of the State of New Mexico

6. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: Camp Fire USA New Mexico

- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
- c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

7. Provide the Company the resolution passed by the governing body of The Regents of the University of New Mexico authorizing this transaction and, further, designating who will execute documents on behalf of the Regents of the University of New Mexico.

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**SCHEDULE B, PART I
REQUIREMENTS**

(continued)

8. Provide the Company a currently dated ALTA/NSPS Land Title Survey of the subject premises.
9. Payment of all taxes, charges and assessments levied or assessed against the estate or interest to be insured, which are due and payable.

END OF SCHEDULE B, PART I

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**SCHEDULE B, PART II
EXCEPTIONS**

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.

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. 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. Water rights, claims or title to water.
7. Taxes for the year 2022, 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 but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
9. Restrictions filed in Book D937, page 376 in 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.
10. Utility easement reserved along the Northerly Seven (7') feet of the insured premises, as shown on the recorded plat.
11. Easements to Public Service Company of New Mexico and Mountain States Telephone and Telegraph Company, across the insured premises, as set forth in instrument filed March 20, 1970, in Book MS168, page 401, as Document Number 70798, records of Bernalillo County, New Mexico.
12. Easements to Public Service Company of New Mexico and Mountain States Telephone and Telegraph Company, across the insured premises, as set forth in instrument filed January 6, 1984, in Book MS78A, page 913, as Document Number 84 1261, records of Bernalillo County, New Mexico.

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**SCHEDULE B, PART II
EXCEPTIONS**

(continued)

13. Agreement by and between Surgical Associates, P., Profit Sharing Plan and Trust and 1613 University Investment Associates, dated October 31, 1988, filed May 14, 1992, in Book BCR92-11, page 5266, as Document No. 09245819, records of Bernalillo County, New Mexico. The interest of 1613 University Investment Associates, a New Mexico general partnership, having been assigned to Camp Fire Boys and Girls New Mexico Council, a New Mexico Nonprofit Corporation by Assignment of Agreement dated August 2, 1996, filed August 6, 1996, as Document No. 96087293, records of Bernalillo County, New Mexico.
14. Terms and conditions of that certain unrecorded lease as evidenced by that certain Memorandum of Lease Agreement between 1613 University Investment Associates, a New Mexico General Partnership and Metro Mobile CTS of Albuquerque, Inc., a New Mexico corporation, d/b/a Bell Atlantic Mobile, dated October 25, 1994, filed June 1, 1995, in Book 95-13, page 2702, as Document No. 95054245; Assignment by and between Metro Mobile CTS of Albuquerque, Inc., and Celco Partnership, dated July 1, 1995, filed February 27, 1996, in Book 96-5, page 9843, as Document No. 96022363, records of Bernalillo County, New Mexico. Memorandum of Assignment by and between Southwest Wireless L.P., a Delaware limited partnership, successor-in-interest to Metro Mobile CTS of Albuquerque, Inc, (Assignor) and Crown Atlantic Company, LLC, a Delaware limited liability company (Assignee), recorded August 4, 1999 in Book 99-11, page 1413 as document number 1999101710, records of Bernalillo County, New Mexico. Memorandum of First Amendment to Land Lease Agreement dated March 23, 2011 by and between Camp Fire USA New Mexico Council, a New Mexico non-profit corporation, f/k/a Camp Fire Boys and Girls New Mexico Council, as Lessor, and Crown Atlantic Company LLC, a Delaware limited liability company, as Lessee, recorded April 7, 2011 as document number 2011033805, records of Bernalillo County, New Mexico. Lessor's interest having been assigned to Camp Fire Boys and Girls New Mexico Council, a New Mexico Nonprofit corporation by Assignment of Land Lease Agreement and Memorandum of Lease Agreement dated August 5, 1996, filed August 6, 1996, as Document No. 96087292, records of Bernalillo County, New Mexico.
15. Easement for Underground Facilities from Camp Fire Boys and Girls New Mexico Council, a New Mexico non-profit corporation, as Grantor and Crown Atlantic Company LLC, a Delaware limited liability company, as Grantee recorded March 17, 2014 as document number 2014021242, records of Bernalillo County, New Mexico.
16. Any possible assessments for paving or sewer and water extensions which are or might be a lien by law, but have not yet been recorded.

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.

NOTE: For informational purposes only, the tax parcel identification number for this land is 101505832449110311

NOTE: For informational purposes only, the street address for this land is 1613 University Blvd NE Albuquerque, NM 87102

NOTE: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

END OF SCHEDULE B, PART II

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SCHEDULE B, PART II
EXCEPTIONS
(continued)

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.

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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 counter-signature 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.
- (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.

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(continued)

- (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.

END OF CONDITIONS

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