

PURCHASE AGREEMENT

1. **PARTIES.** The undersigned SELLER agrees to sell and convey to The Regents of the University of New Mexico (PURCHASER), PURCHASER agrees to buy from SELLER property described in Paragraph 2.

2. **PROPERTY.** Lot and improvements located at 1805 Sigma Chi Road N.E. located in the City of Albuquerque, New Mexico and legally described as the East 1/2 of Lot 2 and all of Lot 3, Block 2 of the Sigma Chi Addition to the City of Albuquerque, New Mexico as the same is shown and designated on the Plat of Blocks 2 and 3 Sigma Chi Addition filed in the office of the County Clerk of Bernalillo County on March 18, 1938, and further described on Exhibit A which is attached hereto (the "property"). The property shall include any and all fixtures of a permanent nature; all appliances owned by the SELLER including stoves, ovens, and refrigerators; and all window and floor coverings owned by SELLER. SELLER further agrees that at the time of closing, the aforementioned items will be in the same condition, reasonable wear and tear excepted, as of the date of this Agreement. The property shall be sold "as is" as of the date of this agreement, and SELLER agrees to make any repairs necessary to maintain the "as is" condition until the date of the closing.

3. **CONTRACT SALES PRICE.** To be paid in cash or check at closing: One Hundred Eighty Five Thousand and No/100 Dollars (\$185,000.00), subject to Purchaser obtaining an acceptable appraisal pursuant to Paragraph 13.

4. **COSTS TO BE PAID AT CLOSING.** Any existing assessments and liens, except as noted herein, will be paid by SELLER at or prior to closing. PURCHASER and SELLER shall pay the following marked items:

PURCHASER	SELLER	ITEM
<u> X </u>		PURCHASER'S Recording Fees
	<u> X </u>	Title Commitment (Binder)
<u> Each </u>	<u> Each </u>	Legal Document Preparation
<u> X </u>		Tax Search Fee
	<u> X </u>	Surveyor's Inspection Report
<u> X </u>		SELLER'S Recording Fees
	<u> X </u>	Owner's Title Insurance Policy
<u> X </u>		Title Company Closing Fees
<u> X </u>		Special Assessment Search Fee
<u> None </u>	<u> None </u>	Real Estate Broker Commission

5. **PRORATIONS.** Rents, taxes, interest, water, sewer and garbage charges, if any, are to be prorated to Closing Date.

6. **TITLE EVIDENCE.** General warranty deed conveying merchantable fee simple title from SELLER to PURCHASER free and clear of all liens and encumbrances, except lien of conservancy districts shall be delivered at closing. A Certificate of Survey, including Surveyor's Inspection Report (collectively the "Survey") and a Title Insurance Commitment (the "title binder") which excludes the general exceptions numbered 1,2,3,4, and 5 on Schedule B of the title binder, and in all other respects acceptable to PURCHASER showing merchantable title in the name of SELLER shall be provided to PURCHASER as soon as practicable after the execution of this Agreement. PURCHASER shall have a reasonable period of time for examination of title binder and survey, and shall notify SELLER in writing of any items(s) set forth in title binder to which PURCHASER objects. SELLER shall notify PURCHASER in writing of SELLER'S intention either to remove such item(s) prior to closing or such other date agreed to in writing by PURCHASER, or to decline to remove same, in which case PURCHASER shall have the option to terminate this Agreement with no further obligations whatsoever. Owners title insurance policy in PURCHASER'S name insuring title as set out above shall be delivered as soon as practicable after closing.

7. **POSSESSION.** SELLER agrees to give possession of the property to PURCHASER at closing. SELLER warrants that SELLER has not and will not enter into any leases of the subject property while this Agreement is in effect, without proper written approval of PURCHASER.

8. **CASUALTY PROVISIONS.** Prior to closing, risk of fire or other casualty shall be on SELLER, and in the event of loss, PURCHASER shall have the option (to be exercised within thirty (30) days after receipt of notice of loss) of canceling this Agreement or closing the sale according to this Agreement. PURCHASER shall receive SELLER's portion of the insurance proceeds, in any, in the event PURCHASER elects to close this sale.

9. **CLOSING DATE.** Closing date shall be October 15, 1994, or as soon as practicable thereafter following the approval as required in Paragraph 12 of this Agreement. SELLER and PURCHASER agree to use their good faith best efforts to obtain all required approvals by the scheduled closing date.

10. **DEFAULT.** Time is of the essence. If any payment or any other condition hereof is not made, tendered or performed by either SELLER or PURCHASER as herein provided, then this Agreement, at the option of the party who is not in default, may be terminated by such party. In the event, however, the non-defaulting party elects to treat this Agreement as being in full force and effect, the non-defaulting party shall have the right to an action for specific performance and damages.

11. **EXPIRATION.** SELLER has until August 8, 1994 at 12:00 noon, MDT to accept this offer. If acceptance of SELLER has not been obtained by such date and time, this offer shall expire.

12. **APPROVALS.** This Agreement is subject to approval by the University of New Mexico Board of Regents, the New Mexico Commission on Higher Education, and the New Mexico State Board of Finance prior to closing. If any of the said boards fail to approve the purchase of the subject property, this Agreement shall be null and void, and neither party shall incur any liability with respect thereto, except that PURCHASER agrees to reimburse SELLER for SELLER'S title commitment and survey expenses.

13. **PURCHASER'S CONDITIONS TO CLOSE.** In addition to any other conditions contained herein, PURCHASER'S obligation to buy the property described in Paragraph 2 and proceed to closing shall be conditioned upon PURCHASER obtaining at PURCHASER'S sole cost and expense an independent professional appraisal which is satisfactory to PURCHASER in PURCHASER'S sole determination.

PURCHASER shall notify SELLER in writing prior to September 10, 1994 that PURCHASER has obtained an acceptable independent appraisal and that PURCHASER desires to proceed to closing pursuant to this agreement. In the event that PURCHASER fails to provide such notice prior to September 10, 1994, SELLER may elect to terminate this agreement, and neither party shall incur any liability with respect thereto, except that PURCHASER agrees to reimburse SELLER for SELLER'S title commitment and survey expenses.

14. **ENTIRE AGREEMENT.** This instrument, comprises the entire understanding and agreement of the parties hereto on the subject matter herein contained and shall be binding upon and inure to the benefit of the parties, their heirs, executors, administrators, successors, and assigns.

Dated this 5th day of August, 1994.

REGENTS OF THE UNIVERSITY OF NEW MEXICO


PURCHASER (signature)

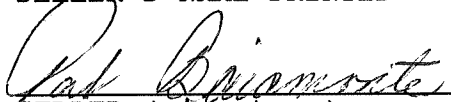
David L. Mc Kinney
Vice President, Business & Finance

8/5/94
DATE

c/o Director of Real Estate
Scholes Hall, Room 233
Albuquerque, NM 87131
Ph: (505) 277-4620

, and
SELLER (signature)

Phil BAIAMONTE
SELLER'S NAME PRINTED

, jointly
SELLER (signature)

Pat BAIAMONTE
SELLER'S NAME PRINTED

1815 Newton PL. NE
Albuq. N.M. 87106 505-255-3265
SELLER'S ADDRESS & TELEPHONE

August 5, 1994 12:40 P.M.
DATE TIME

Approved as to form:

By: _____
University Counsel

CERTIFICATION

The undersigned certifies that to the best of my knowledge and belief:

The facts and data reported by the review appraiser and used in the review process are true and correct.

The analyses, opinions and conclusions in this review report are limited only by the assumptions and limiting conditions stated in this review report, and are my personal, unbiased professional analyses, opinions and conclusions.

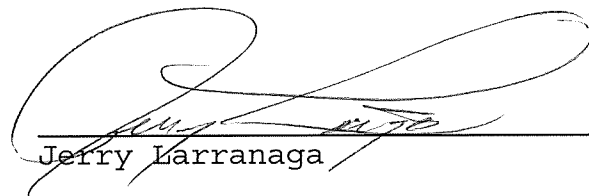
I have no (or the specified) present or prospective interest in the property that is the subject of this report and I have no (or the specified) personal interest or bias with the respect to the parties involved.

My compensation is not contingent on an action or event resulting from the analyses, opinions or conclusions in, or the use of, this review report.

My analyses, opinions, and conclusions were developed and this review report was prepared in conformity with the Uniform Standards of Professional Appraisal Practice.

I personally inspected the subject property of the report under review.

No one provided significant professional assistance to the person signing this review report.


Jerry Larranaga