

PURCHASE AND SALE AGREEMENT

1. TERMS SUMMARY.

Date of Agreement: September 20, 2010
This Agreement includes the attached Property Disclosure Statement.
Buyer: The Regents of the University of New Mexico, a body corporate of the State of New Mexico
Seller: Wells Fargo Bank, National Association
Property: Land and building known as University Tower
Address: 1650 University Blvd., NE, Albuquerque, New Mexico 87102-1720
Legal Description: Parcel I-A, as shown and designated on the Plat of Parcels I-A, IIA-I and IIB-1, University Towers, Albuquerque, Bernalillo County, New Mexico, recorded May 17, 2005 in Book 2005C at Page 161, as Document No. 2005068684
Purchase Price: \$3,500,000.00
Earnest Money: \$ None
Title Company: Stewart Title of Albuquerque, LLC (Sue Dunworth)
Address: 6759 Academy Rd., NE, Albuquerque, NM 87109
Phone: 828-1700 Facsimile: 821-7403 Email: sue.dunworth@stewart.com
Inspection Period: until October 11, 2010
Survey Type: update of existing ALTA Survey dated April 8, 2010
Environmental Site Assessment: Phase I
Closing Date: On or before November 19, 2010
Conveyance Documents:
A. General Warranty Deed
B. Quitclaim Bill of Sale
C. Quitclaim Assignment of Leases
D. Quitclaim General Assignment of Approvals, Contracts and Development Rights

2. **PROPERTY.** Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price pursuant to the terms of this Purchase and Sale Agreement ("Agreement"). The parties agree that if the legal description of the Property in this Agreement is not accurate, this Agreement shall not be invalid and the legal description shall be revised consistent with the Survey in a manner acceptable to Buyer, Seller and Title Company. The Property includes all fixtures and permanent improvements located at the Property, including all mechanical systems, electrical systems, plumbing systems, heating, ventilating and air conditioning systems and equipment, sprinkler systems, security systems, fire detection systems, telephone distribution systems (lines, jacks and connections only), floor coverings, window coverings, elevators, signs, paving and landscaping. The Property includes all of Seller's interest, if any, in Existing Leases (as defined below), subleases, licenses, lease guaranties, easements, rights-of-way, streets, alleys, access rights, water rights, air rights, development rights, zoning rights and variances, and all other estates, rights, titles, interests, servitudes, tenements, and

appurtenances of any nature whatsoever, in any way now or hereafter belonging to, relating to or pertaining to the Property. The Property includes all governmental approvals, improvements, licenses, permits, easements, rights-of-way, streets, alleys, access rights, water rights, air rights, development rights, zoning rights and variances, if any, and all other estates, rights, titles, interests, servitudes, tenements, and appurtenances of any nature whatsoever, if any, in any way now or hereafter belonging to, relating to or pertaining to the Property. The Property includes service contracts and warranties, if any, to the extent they are assignable.

3. DISCLOSURE AND DELIVERY OF INFORMATION.

Within **ten (10) days** of the Date of Agreement, Seller shall deliver to Buyer a fully and accurately completed Property Disclosure Statement in the form attached to this Agreement. Within **ten (10) days** of the Date of Agreement, Seller shall provide to Buyer true, correct and complete copies, to the extent that they are in Seller's or the Receiver's (as defined below) control or possession (as defined below), of all new documents and information obtained by Seller or the Receiver after May 1, 2010, related to the Property (except Seller's appraisals), including the following: new environmental audits and inspections, physical inspection reports, maintenance information, warranties, service and other contracts, traffic information, governmental approvals, utility reports and information, access permits and agreements, building plans and specifications, building cost information, engineering reports, hydrology reports, drainage information, grading information, soils reports, topography information, elevator permits, elevator maintenance information, elevator inspections and specifications, certificates of occupancy, plats, prior surveys, site plans, governmental and quasi-governmental notices, Existing Leases (as defined below) and such other new information, notices, correspondence, agreements and other materials, if any, in Seller's possession related to the Property.

Seller (sometimes referred to herein as the "Bank") is a National Banking Association with many offices in many states in the United States. The Bank recently purchased the Property at a Special Master's Sale conducted in a foreclosure action filed by the Bank in Bernalillo County, New Mexico, Case number CV-2009-11066 ("Foreclosure Action"). In part the Foreclosure Action and the Judgment entered therein December 21, 2009 ("Judgment") were based on the Bank's April 5, 2005 Promissory Note in the principal sum of \$5,590,000, and on the Bank's Mortgage on the Property, with said Mortgage having been recorded May 16, 2005 as instrument number 2005067201. The Bank has loan files in regard to said Promissory Note and Mortgage that are physically located in the offices of its Credit Management Group, 8th floor, 200 Lomas Blvd. Northwest, Albuquerque, New Mexico ("Loan Files"). The Loan Files contain documents and information related to the Property. Bank has no way of knowing if there are additional documents and information related to the Property in any of its offices across the country that may have been provided to the Bank in connection with a loan request from another potential borrower, or otherwise. Therefore, as the term "control or possession" is used in this Agreement, the Bank is only agreeing to provide new documents and information from its Loan Files for said Promissory Note and Mortgage located in the

offices of its Credit Management Group in Albuquerque, New Mexico. Additionally, however, Seller has agreed and hereby agrees to instruct the Receiver (as defined elsewhere in this Agreement) to produce to the Buyer such of the above described documentation and information that is reasonably available in its office or offices in Albuquerque, New Mexico.

4. INSPECTION PERIOD. Buyer acknowledges to Seller that it has performed considerable due diligence regarding the Property, including but not limited to an evaluation (building assessment study) by Design Plus, LLC ("Building Assessment"). Buyer shall have the period of time set forth above as the Inspection Period to continue its review of the Property. During the Inspection Period, Buyer shall review all of the new information, title information and the updated Survey regarding the Property. In addition, during the Inspection Period, Buyer may perform such other inspections and review such other information as is desired by Buyer. Seller shall provide Buyer and Buyer's contractors and consultants access to the Property at all reasonable times during the Inspection Period. Such additional inspections, if any, shall be at Buyer's expense. Such additional inspections and reviews may include, but are not limited to, further physical inspection of the Property, elevator assessments and inspections, environmental inspection of the Property, soil inspection, review of governmental approvals and permits related to the Property, zoning, title, survey, leases, financial information related to the Property, service agreements, management contracts, and other agreements related to the Property. Seller authorizes Buyer to request zoning and other similar certifications from applicable governmental and quasi-governmental authorities. Seller releases Buyer from all claims and liabilities arising out of such requests by Buyer, including but not limited to enforcement actions triggered by such requests. During the Inspection Period, Buyer is specifically entitled to review the following:

A. Physical Inspection. Buyer, at Buyer's election and expense, may obtain additional information regarding the physical condition of the Property. Seller authorizes Buyer to contact ThyssenKrupp Elevator Corporation regarding the elevators at the Property.

B. Title. Buyer has begun its review of title to the Property. Buyer has identified several title issues, including:

1. Underground Parking Easement Agreement dated May 16, 1985, recorded May 22, 1985, in Book Misc. 231A, at page 510, as Document No. 85-39749, in the real property records of the County Clerk of Bernalillo County, New Mexico, which is the subject of the pending litigation related to the Underground Parking Easement: Bernalillo County, State District Court Cause No. CV-2007-4757; ;

2. Northern access from University Boulevard to the northern portion of the Property;

3. Easements related to the northern portion of the Property; and,

4. Continuation of Subdivision Improvement Agreement.

Additional title issues may exist. Buyer and Seller agree to cooperate to reasonably resolve the title issues.

C. Survey. An ALTA Survey dated April 8, 2010 ("Survey") has been prepared by Alpha Professional Surveying, Inc., regarding the Property. Seller has previously reimbursed Buyer for the cost of the Survey. Buyer, at Buyer's election and expense, may update the Survey.

D. Leases. During the Inspection Period, Buyer may review all leases, subleases, and lease guaranties or occupancy arrangements, if any, and the accounts, payment histories and other information related thereto (collectively "Existing Leases") affecting the Property.

E. Environmental Site Assessment. Buyer's, at Buyer's election and expense, may obtain additional environmental information regarding the Property.

F. Receiver's/Property Manager's Files. Buyer has previously had an opportunity to review the files of CB Richard Ellis, Inc. ("CBRE") related to the Property. Buyer, at Buyer's expense, shall have full access to and may continue to review and copy information contained in the files of CBRE related to the Property received by CBRE after May 1, 2010. It is understood by the parties that CBRE has acted as the property manager of the Property for a period of time prior to Seller's Foreclosure Suit (as defined below), receiver ("Receiver") of the Property during Seller's Foreclosure Suit, and property manager of the Property after the foreclosure sale of the Property in the Foreclosure Suit.

5. BUYER'S ENTRY. CBRE, as property manager for the Bank, will provide access to the Property to the Buyer and its agents for the purpose of inspecting and investigating the Property and all matters related thereto. The point of contact at CBRE is Margaret Callahan. Her phone number is (505) 837-4969. Buyer and its agents, employees and contractors, may enter onto the Property to review, test and inspect the Property at any time or times prior to the Closing. Seller shall facilitate and cooperate with such entry by Buyer onto the Property. Buyer shall be responsible for all damages incurred by Seller as a result of Buyer's entry onto the Property for purposes of inspection and testing prior to the Closing in conjunction with this Agreement. Buyer shall return the Property to the condition it was in prior to any entry, test and/or inspection by Buyer. All inspections and tests conducted by Buyer regarding the Property shall be promptly paid for by Buyer. Buyer agrees to be responsible for any and all claims, liabilities, liens, losses, expenses, and/or damages arising out of or related to any such entry, inspections and/or tests by Buyer, its agents, contractors and employees, in connection with this Agreement, subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et seq., NMSA 1978 as amended.

6. BUYER'S OBJECTION. Prior to the end of the Inspection Period, Buyer may disapprove the Property and/or any item (including items reviewed during the Inspection Period) related to the Property by providing Seller with a detailed statement regarding the specifics of Buyer's disapproval (stating the substance of Buyer's objection to the Property and/or any item related to the Property, including those items listed in subparagraph 4.B. above). In the absence of timely notice from Buyer to Seller, Buyer shall have waived any objection and disapproval of the Property. If Buyer disapproves any aspect of the Property, Buyer may terminate this Agreement, negotiate with Seller a mutually acceptable reduction in the Purchase Price, or negotiate with Seller to have Seller cure the items disapproved by Buyer. Even if Buyer does not formally disapprove a monetary encumbrance, Seller shall have the obligation, at Seller's expense (up to a maximum amount of \$10,000), to satisfy and remove at or before the Closing all monetary encumbrances affecting the Property. Regarding disapproval by Buyer of items other than monetary encumbrances, within **five (5) days** of Buyer's notice requesting Seller's cure, Seller shall provide notice to Buyer of Seller's proposed cure and the time period necessary for Seller to effectuate the cure. Upon receipt of the response from Seller, Buyer shall within **five (5) days** elect to either terminate this Agreement or accept Seller's proposed cure. If Buyer agrees to Seller's proposed cure, the Closing Date shall be extended, if necessary, consistent with the time period proposed by Seller for Seller's cure.

7. SELLER'S REPRESENTATIONS AND WARRANTIES. Except as is otherwise expressly disclosed in the attached Property Disclosure Statement, Seller makes the following representations and warranties to Buyer as of the Date of Agreement and as of the Closing:

A. Seller is sole owner of the Property pursuant to the Special Master's Deed executed and delivered by the Special Master in the Foreclosure Action to Seller in accordance with the Order Approving Amended Special Master's Report entered February 11, 2010, in the Foreclosure Action.

B. Seller has the authority and power to enter into this Agreement and Carrie Meyer is authorized to execute this Agreement on behalf of Seller.

C. To the best of Seller's knowledge, information and belief, formed after reasonable inquiry, other than a tax bill and tax assessment, Seller has not received any notice from any governmental or quasi-governmental entity regarding the Property. However, CBRE did have communications with the City elevator inspector in November of 2009, January of 2010, and July of 2010 regarding the elevators in the building on the Property.

D. All documents provided by Seller to Buyer regarding the Property are accurate copies of the documentation in the Seller's control or possession. Notwithstanding the foregoing, Seller is not providing any representation or warranty to Buyer regarding the sufficiency, accuracy, completeness, or correctness of any information or report prepared by any party other than Seller. Seller does not provide

any representation or warranty to Buyer concerning the skill or competency of any third party producing any such information.

E. Seller is not aware of any unpaid liens, or assessments, or items which could result in a lien, related to the Property.

F. No work has been performed at the request of Seller which has not been paid for or which could give rise to any mechanic's or materialmen's lien being filed against the Property.

G. The only lawsuit or other claim pending or threatened against the Property that Seller's Albuquerque Credit Management Group is aware of is that certain Amended Complaint For Declaratory Judgment filed by James A. Arias, Burmount Investments, Inc., and Check-Inn Express, Inc. against the prior owners of the Property filed June 27, 2007 in Bernalillo County District Court, regarding the underground parking easement. Said Complaint was assigned case Number CV-2007-4757.

H. There is no pending purchase agreement for all or any portion of the Property that has been executed by Seller (other than this Agreement).

I. Seller will not violate, terminate, enter into, extend or modify any lease or other agreement related to the Property, without Buyer's prior written approval.

J. Seller has not collected and will not collect any rent or other monies related to the Property for any period after the Closing Date.

K. Regarding prior owners/operators: (i) DBSI, Inc. ("DBSI") has no interest in the Property and the Master Lease with DBSI has been rejected; (ii) the Bankruptcy Court and bankruptcy trustees, if any, for the DBSI bankruptcy have no authority or jurisdiction over the Property; (iii) the Master Lease has been rejected by the Bankruptcy Court for the DBSI Bankruptcy; and (iv) DBSI, its related entities, successors and assigns, do not have any interest in the Property.

L. All redemption rights established in the Foreclosure Action Judgment have expired.

Seller's representations and warranties shall survive the Closing.

8. PRORATIONS, ADJUSTMENTS AND TRUST FUNDS. At the Closing, the following shall occur:

A. Taxes, Assessments, Unpaid Existing Impact Fees. Real property taxes shall be handled as set forth in the Property Tax Agreement, attached hereto as Exhibit 1 and incorporated herein by reference ("Property Tax Agreement"). Seller shall pay all special assessments, standby charges, prorata charges, impact fees and other similar charges and/or assessments, if any, existing as of the Closing.

B. Insurance. All insurance obtained by Seller, if any, other than self-insurance, will terminate on the Closing Date.

C. Rent, Security Deposits and Related Expenses. All rent, license fees and other similar monies, including but not limited to common area maintenance fees, utilities, operating expenses and other "pass-throughs," shall be prorated as of the Closing Date. The parties agree to promptly adjust between themselves outside of the escrow any rents received after the Closing Date. All security deposits pursuant to Existing Leases, if any, shall be delivered to Buyer and paid for by Buyer at the Closing.

D. Other Charges Related to the Property. All other charges related to the Property, including but not limited to utility bills, service contracts, and management fees shall be paid by Seller through the Closing Date. In no event, though, shall Buyer have any responsibility for any cost of the pending Receivership of the Property either before or after the Closing. All service contracts, management agreements and other contracts, unless specifically approved and assumed by Buyer in writing at the Closing, shall be terminated by Seller effective as of the Closing Date. Buyer shall be responsible for changing over to Buyer all utilities as of the Closing Date. Utility deposits, if any, shall be retained by Seller. Up to a maximum of \$30,000.00, Title Company is hereby authorized to retain such monies out of Seller's closing proceeds as are reasonably necessary to pay utility charges which could result in a municipal lien being filed against the Property for any period of time prior to the Closing Date.

E. Elevator Parts. According to the Judgment, pursuant to its Elevator Modernization Contract with DBSI Inc., ThyssenKrupp Elevator Corporation ("ThyssenKrupp") has certain equipment, parts, and materials which are not installed stored in the building on the Property ("Equipment, Parts, and Materials"), ThyssenKrupp is entitled to temporarily continue to store its Equipment, Parts, and Materials in the building on the Property without charge, for 45 days after the Special Master's Sale has been approved by the Court, and at any time 45 or more days after the Special Master's Sale has been approved by the Court, upon request of the purchaser or its assigns, ThyssenKrupp must promptly (within 30 days after receipt of the notice), at its sole cost and expense, remove its Equipment, Parts, and Materials from the Property, without damaging the Property. If Buyer wishes to have ThyssenKrupp remove its Equipment, Parts and Materials from the Property, Buyer shall give Seller notice requesting that Seller give notice to ThyssenKrupp to remove (within 30 days after receipt of the notice), at its sole cost and expense, its Equipment, Parts, and Materials from the Property.

9. MATERIAL CHANGE. No Material Change, as hereinafter defined, shall have occurred before the Closing with respect to the Property that has not been approved in writing by Buyer. For purposes of this Agreement, "Material Change" shall mean a change in the status of any use, occupancy, tenants, financial condition or physical condition of the Property. In the event of a Material Change, Buyer, at Buyer's election,

may terminate this Agreement within **ten (10) days** of receiving notice from Seller of such Material Change.

10. RISK OF LOSS. In the event of damage or destruction of all or any portion of the Property by wind, water, fire or other casualty, Seller will promptly notify Buyer of the nature and extent of such damage or destruction. In such event, Buyer, in its sole discretion, within **ten (10) days** of such notice, may: (i) terminate this Agreement, (ii) or negotiate a mutually acceptable reduction in the Purchase Price. Prior to the Closing, risk of loss with respect to the Property shall be on Seller. After the Closing, risk of loss with respect to the Property shall be on Buyer.

11. CONDEMNATION. Promptly upon obtaining knowledge of any threatened or filed condemnation proceeding against all or any portion of the Property, Seller or Buyer will notify the other party of such proceeding. In such event, Buyer, in its sole discretion, may: (i) terminate this Agreement, (ii) negotiate a mutually acceptable reduction in the Purchase Price, (iii) obtain an assignment of condemnation proceeds from Seller, or (iv) apply condemnation proceeds actually received by Seller as of the Closing to the Purchase Price.

12. CLOSING. The closing ("Closing") shall occur on or before the Closing Date. All documents shall be delivered by the respective parties to Title Company to be held in escrow pending the Closing. Each document shall be duly executed and, if the document is to be recorded, duly acknowledged. For the Closing, Seller shall deliver the following:

A. The General Warranty Deed, subject only to title items not objected to by Buyer during the Inspection Period.

B. The Quitclaim Assignment of Existing Leases.

C. The Quitclaim Bill of Sale.

D. The Quitclaim General Assignment of Approvals, Contracts and Development Rights.

E. An affidavit executed by Seller providing that Seller is not a "foreign person" as established by Internal Revenue Code Section 1445 or successor statutes.

F. Other applicable closing documents required or specified by this Agreement.

G. Closing statement prepared by Title Company for Seller.

For the Closing, Buyer shall deliver the following:

A. The Purchase Price.

B. Other applicable closing documents required or specified by this Agreement.

C. Closing statement prepared by Title Company for Buyer.

All documents shall be in a form mutually acceptable to Buyer and Seller. Prorations shall be handled at the Closing as set forth in this Agreement. Buyer and Seller shall each shall pay one-half (1/2) of the escrow charges and/or closing fees of Title Company. Buyer shall pay the cost of recording all documents transferring the Property to Buyer. All costs related to the Closing that are not specifically provided for in this Agreement shall be handled as is otherwise agreed to in writing by Buyer and Seller. Promptly after the Closing, Title Company shall issue to Buyer a standard New Mexico form Owner's Title Insurance Policy, effective as of the Closing Date, in the amount of the Purchase Price, insuring title to the Property vested in Buyer, in a form consistent with the Title Commitment, and this Agreement. Seller shall pay the premium for the New Mexico form Owner's Title Insurance Policy. Seller shall pay the premiums for deletion of Schedule B, Part II, Items 1-8 (modify 7), an "access and entry" endorsement and a "same as survey" endorsement to the Owner's Title Insurance Policy. Buyer shall pay the premium for all other endorsements, deletions/modifications of Schedule B, II items and/or extended coverages selected by Buyer to the Owner's Title Insurance Policy.

13. POSSESSION. Possession of the Property shall be delivered by Seller to Buyer at the Closing.

14. DEFAULT AND REMEDIES. Except regarding a failure by Buyer to get an approval as provided in paragraph 32 below, and except for the Seller's right to terminate this Agreement if Closing does not take place on or before the Closing Date, before exercising any remedy, the non-defaulting party shall give the defaulting party **ten (10) days** written notice specifying the default, and the defaulting party shall be permitted to cure the default in such period. If an uncured default occurs under this Agreement, then this Agreement may be terminated at the option of the non-defaulting party. If Buyer is the defaulting party, Seller's sole remedy shall be to terminate this Agreement. Buyer shall have no liability to Seller for damages (including but not limited to, lost profits, consequential damages, special damages and/or punitive damages). If Seller is the defaulting party, Buyer shall have all rights and remedies available at law, in equity, pursuant to this Agreement and/or otherwise. Without limiting the foregoing, Buyer shall have the right of specific performance and, as referenced above, the right to terminate this Agreement.

15. REAL ESTATE BROKERS. Seller represents to Buyer that the Property is listed with Sperry Van Ness/Team Southwest (Tim House). Maestas & Ward Commercial Real Estate (John Henderson) has assisted Buyer in conjunction with Buyer's possible acquisition of the Property. If a Closing occurs, Seller will be responsible for the brokerage commission to Sperry Van Ness under the terms set forth in a separate

agreement between Seller and Sperry Van Ness. Sperry Van Ness is responsible for the appropriate disposition of any brokerage commission paid by Seller, including, without limitations payment to Maestas & Ward Commercial Real Estate. Other than the foregoing brokers, Buyer and Seller represent to each other that they have had no dealings with any other broker, or agent, and that no person or entity, other than Sperry Van Ness and Maestas & Ward Commercial Real Estate has any claim for a fee or commission in conjunction with the sale of the Property covered by this Agreement.

16. FURTHER ACTION. Buyer and Seller agree to take such other and further action, and execute such additional documents, as are reasonably necessary to consummate the sale pursuant to this Agreement (at no cost to the party asked to take such action) or which are reasonably required by the Title Company in conjunction with the Closing.

17. BACK UP OFFERS. Seller may not solicit and/or accept back-up offers to purchase the Property.

18. SELLER'S DISCLAIMERS. Buyer acknowledges that it is acquiring the Property based on Buyer's own review, investigation and inspection, including but not limited to the Building Assessment. Buyer is acquiring the Property "AS IS" and "WITH ALL FAULTS." Except as expressly provided in this Agreement (including the Property Disclosure Statement) and/or any Conveyance Document (including the General Warranty Deed), Seller makes no representation, warranty, inducement, promise, agreement or assurance regarding the Property, including but not limited to any warranty or representation as to condition, compliance with laws, zoning, water, soil, access, size, marketability, value, future value, utilities, occupancy, or otherwise.

19. NOTICES. Any notice required or permitted to be given under this Agreement shall be in writing and may be either hand-delivered, sent by recognized overnight courier (for next day delivery) or mailed, postage prepaid, certified mail, return receipt requested, addressed to the parties at their respective addresses set forth below. If any notice is hand-delivered, it shall be deemed given upon delivery. If any notice is sent by recognized overnight courier, it shall be deemed given upon delivery by the courier. If any notice is mailed, it shall be deemed given five (5) business days after deposit in the United States mail. A party may change its address for notices by sending a notice to the other party pursuant to the terms of this paragraph. **FACSIMILE AND EMAIL COMMUNICATIONS SHALL NOT BE USED FOR NOTICES PURSUANT TO THIS AGREEMENT.**

20. AMENDMENT. This Agreement cannot be amended except by a written document executed by the party against whom such amendment is to be enforced.

21. INVALIDITY. If any provision of this Agreement is determined to be invalid, ineffective, inoperative, unenforceable, or contrary to law, all of the remaining provisions of this Agreement shall remain in full force and effect.

22. ASSIGNMENT. No party may assign this Agreement without the prior written consent of the other party, which may be granted or withheld in such party's sole discretion.

23. ATTORNEY REVIEW. Buyer and Seller each acknowledge and agree that this Agreement is a legally binding document and that each party has had a full opportunity to have its respective attorney review, revise and negotiate this Agreement. Consequently, neither party shall be deemed to have had the responsibility of drafting this Agreement if this Agreement at any time is construed or interpreted.

24. GOVERNING LAW. This Agreement shall be governed by the law of the State of New Mexico.

25. WAIVER. No waiver or failure by any party to enforce any breach of this Agreement shall be considered to be a waiver of any subsequent breach, regardless of the time, nature or form of the subsequent breach. All waivers must be in writing to be effective.

26. ENTIRE AGREEMENT. All prior discussions, events, or representations, warranties and agreements regarding the Property are hereby superseded and replaced by this Agreement. The parties to this Agreement affirm that the terms and provisions of this Agreement accurately reflect their intent. All exhibits and addenda to this Agreement are incorporated into this Agreement as operative provisions.

27. TIME OF THE ESSENCE. Time is of the essence under this Agreement.

28. CAPTIONS AND DEFINED TERMS. The headings and captions contained in this Agreement are for convenience and reference purposes only and shall not define, limit or otherwise affect the terms and conditions of this Agreement. Capitalized words shall have the definition specified in this Agreement, including the definitions set forth in the "Terms" paragraph.

29. LEASES. Seller represents to Buyer that the Property is vacant and that there is no Existing Lease. Subject to the terms of the Judgment, LIN Television Corp. ("LIN") has a license agreement to construct, install, operate, maintain, and repair a television camera on the roof of the building on the Property. LIN is sometimes referred to in this Agreement individually as a "Licensee. As provided in the Judgment, as long as the Licensee is current in its month to month rental payments to the Receiver or Seller, the Licensee is entitled to continue to exercise its rights under its license agreement on a month-to-month basis, and it is free to attempt to negotiate long-term license agreement with the purchaser of the Property. However, upon receipt of a thirty (30) day notice of termination from Seller, Licensee must promptly vacate and surrender possession of that portion of the property it is using. Seller has not given Licensee a notice of termination. Upon Buyer's request, Seller promptly will give Licensee a notice of termination.

30. COUNTERPARTS. This Agreement may be executed by Buyer and Seller in counterparts, each of which shall be deemed an original, and all of which together shall constitute one (1) document.

31. APPROVAL CONTINGENCY. Buyer's obligations pursuant to this Agreement and Buyer's obligation to the purchase of the Property are conditioned upon approval of the transaction covered by this Agreement by all of the following:

- A. The New Mexico Higher Education Department; and,
- B. The New Mexico State Board of Finance.

32. SELLER'S TERMINATION RIGHTS. Seller, in Seller's sole discretion, without notice or an obligation to give Buyer an opportunity to cure, may terminate this Agreement if Buyer has not obtained the following approvals by the applicable, specified date:

- A. The New Mexico Higher Education Department by October 15, 2010; and,
- B. The New Mexico State Board of Finance by November 17, 2010.

Also, unless Buyer timely requests an extension of the Closing Date, and unless Seller agrees in writing to any requested extension (in Seller's sole discretion), without notice or an obligation to give Buyer an opportunity to cure, Seller, in Seller's sole discretion, may terminate this Agreement if Closing does not take place on or before the Closing Date.

33. LIMITATION. Notwithstanding any other provision of this Agreement, Buyer's liabilities are subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et seq., NMSA 1978, as amended.


SELLER:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: Carrie Meyer, Officer
Print Name: CARRIE MEYER
Its: Officer

BUYER:

THE REGENTS OF THE UNIVERSITY
OF NEW MEXICO, a body corporate of the State of
New Mexico

By: 
Print Name: DAVID W. HARRIS
Its: Executive Vice President, COO
and CFO
Execution Date: SEPTEMBER 20, 2010
Address: c/o Real Estate Office
Attn: Kim D. Murphy, Director
2811 Campus Blvd., NE
MSC06-3595
Albuquerque, NM 87131-3181
Phone: (505) 277-4620
Facsimile: (505) 277-6290
Email: kmurphy@unm.edu

EXHIBITS:

EXHIBIT 1 - PROPERTY TAX AGREEMENT

REVIEWED AND APPROVED BY:

By: 
KIM D. MURPHY, University of New Mexico
Director of Real Estate

APPROVED AS TO FORM FOR UNM:

HURLEY, TOEVS, STYLES, HAMBLIN &
PANTER, P.A.

By: 
MARK STYLES

PROPERTY DISCLOSURE STATEMENT- COMMERCIAL

This Property Disclosure Statement ("Statement") discloses Seller's current, actual knowledge of the condition of the Property (described below) as of the date signed by Seller. This Statement does not relieve Seller of the obligation to disclose a condition of the Property that may not be addressed on this form and/or a change in any condition of the Property occurring after the date of this Statement. This Statement does not relieve the Buyer of the responsibility to independently review, inspect and investigate the Property. This Statement covers the property having an address of 1650 University Blvd., NE, Albuquerque, New Mexico 87102-1720 ("Property"). Seller, to the best of Seller's current, actual knowledge, represents, warrants and certifies to Buyer, and Buyer's agents, contractors, inspectors and lenders, as follows regarding the Property:

NOTICE: The Seller just purchased the property at the Special Master's Sale in the Foreclosure Action. Both the Seller and the Buyer are parties to the Foreclosure Action. Until September of 2009 the Buyer was a tenant occupying 94% of the space in the building on the Property. Buyer acknowledges that it is acquiring the Property based on Buyer's own review, investigation and inspection, including the Building Assessment (as defined in the Agreement). Buyer is acquiring the Property "AS IS" and "WITH ALL FAULTS." Consistent with the foregoing, Seller has instructed the Receiver (as defined in the Agreement to which this Disclosure Statement is attached) to produce documentation and information that is reasonably requested by the Buyer, to the extent it is reasonably available in its office or offices in Albuquerque, New Mexico.

1. Material Physical Defects. There are not any material physical defects in the Property, any improvements at the Property, and/or structures on the Property (including, but not limited to the roof), except (if there are no exceptions write "NONE"): unknown, except as may be indicated in the Building Assessment.

2. Physical Damage. The Property has not suffered any material casualty, fire damage or other damage, except (if there are no exceptions write "NONE"): unknown, except as may be indicated in the Building Assessment.

3. Equipment. The mechanical systems, electrical systems, plumbing systems, heating, ventilating and air conditioning systems and equipment, sprinkler systems, security systems, fire detection systems, telephone distribution systems (lines, jacks and connections only), elevators, and other similar equipment and fixtures existing on the Property are in good operating order and condition, except (if there are no exceptions write "NONE"): unknown, except as may be indicated in the Building Assessment . At a minimum, one elevator is inoperative. The other elevator was inspected by the City of Albuquerque on January 21, 2010 and again on July 22, 2010. It passed both inspections. The equipment, parts, and materials stored in the building on the Property by Thyssen Krupp were to be used in connection with an elevator modernization contract, which was apparently never started.

4. Soil Conditions. The Property does not have any slipping, sliding, settling, flooding, ponding or any other grading, drainage or soil problems, except (if there are no exceptions write "NONE"): unknown, except as may be indicated in the Building Assessment.

5. Utilities and Assessments. The Property is served by the following utilities (check the appropriate boxes) water service, electric service, No natural gas, telephone service, public sewer service. Buyer should check with CBRE regarding the current status of utilities service unknown, except as may be indicated in the Building Assessment. The following telecommunications services are available at the Property: unknown, except as may be indicated in the Building Assessment. Buyer should check with CBRE regarding the current status of the current status of telecommunication service

6. Compliance with Laws. No aspect or condition of the Property violates applicable laws, rules, regulations, codes, or covenants, conditions or restrictions, except (if there are no exceptions write "NONE"): unknown, except as may be indicated in the Building Assessment.

7. Improvements. No improvements or alterations have been made to the Property without any permit where a permit was required, except (if there are no exceptions write "NONE"): unknown, except as may be indicated in the Building Assessment. The following certificates of occupancy have been issued regarding the Property: unknown, except as may be indicated in the Building Assessment.

8. Actions, Suits or Proceedings. No action, suit or proceeding is pending or threatened before any court, arbitration tribunal, governmental agency, quasi-governmental agency, commission, board, bureau, or instrumentality that would affect the Property or the right or ability of an owner or tenant to convey, occupy or utilize the Property, except (if there are no exceptions write "NONE"): unknown, except that certain Amended Complaint For Declaratory Judgment filed by James A. Arias, Burmount Investments, Inc., and Check-Inn Express, Inc. against the TIC Investors filed June 27, 2007 in Bernalillo County District Court. Said Complaint was assigned case Number CV-2007-4757.

9. Governmental Proceedings. No existing or threatened condemnation, environmental, zoning, redevelopment agency plan or other land use regulation proceeding exists, except (if there are no exceptions write "NONE"): Unknown.

10. Contracts. No service contract or other contract exists affecting the Property, except (if there are no exceptions write "NONE"): Unknown, except for Seller's contract with CBRE, fire monitoring by EMI, landscape maintenance by Heads Up, elevator exam and lubrication by Kone, and night security by Mesa Detection Agency, all of which can be terminated with thirty (30) days notice.

11. Unrecorded Title Matters. No unrecorded claim, encumbrance, covenant, condition, restriction, easement, lien, charge or other matter exists regarding the Property, except (if there are no exceptions write "NONE"): unknown.

12. Leases. No lease, sublease or other tenancy agreement exists affecting the Property, except (if there are no exceptions write "NONE"): unknown, but as indicated in paragraph 30 of the Agreement to which this Disclosure is attached, subject to the terms of the Judgment, LIN Television Corp. has a licensing agreement to construct, install, operate, maintain, and repair a television camera on the roof of the building on the property.

13. Options. No option to purchase, option to lease, right of first refusal, right of first offer or other similar agreement exists regarding the Property, except (if there are no exceptions write "NONE"): unknown. Seller has not entered into any such option or agreement.

This Property Disclosure Statement is executed and delivered by Seller as of SEPTEMBER 20, 2010.

SELLER:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: Carrie Meyer, Officer
Print Name: CARRIE MEYER
Its: Officer

By signing below, Buyer acknowledges receipt of this Statement. By signing below, however, Buyer has not indicated approval or disapproval of the Property and/or the information contained in this Statement.

BUYER:

THE REGENTS OF THE UNIVERSITY OF
NEW MEXICO, a body corporate of the State
Of New Mexico


By: 
Print Name: DAVID W. HARRIS
Its: Executive Vice President, COO
and CFO
Execution Date: SEPTEMBER 20, 2010

EXHIBIT 1

MSS/UNM/1650Purchase3 PURCHASE AGREEMENT Final

EXHIBIT 1

PROPERTY TAX AGREEMENT

(1650 University Blvd. Property)

This Property Tax Agreement ("Supplement") is made and entered into as of _____, 2010, by and between The Regents of the University of New Mexico, a body corporate of the State of New Mexico ("Buyer") and Wells Fargo Bank, National Association ("Seller").

RECITALS

1. Buyer and Seller have entered into a Purchase and Sale Agreement dated _____, 2010, ("Agreement") covering Property at 1650 University Blvd., NE, Albuquerque, NM ("Property"). Pursuant to the Agreement, the closing ("Closing") shall be on or before November 19, 2010. The date of the Closing is referred to herein as the "Closing Date."

2. Paragraph 8.A. of the Agreement provides that real property taxes will be handled pursuant to the terms of this Supplement.

3. On November 3, 2009 CB Richard Ellis, Inc. was appointed receiver ("Receiver") by way of an Order Granting Motion for Appointment of Receiver ("Receiver Order") in a foreclosure action filed by Wells Fargo Bank, National Association ("Seller") on September 18, 2009 against the Property in Bernalillo County District Court. Said action was assigned case number CV-2009-11066 ("Foreclosure Action").

4. In accordance with the Receiver Order, Seller advanced \$95,578.43 to pay the first half of the 2009 real Property taxes billed on the Property. Subsequently, on January 6, 2010 the Receiver filed a Complaint for Refund of Property Taxes filed in the Bernalillo County District Court. The Complaint was assigned case Number CV-2010-00289 ("Tax Refund Action"). In July, 2010, Receiver and Seller filed an Amended and Supplemental Complaint for Refund of property taxes in the tax refund action.

5. In the Tax Refund Action the Receiver alleges, among other things, that the value of the Property as of January 1, 2009 was no more than \$4 million, that \$31,054.90 of the said \$95,578.43 was legally due, and that the Receiver is entitled to a refund in the amount of \$64,523.53 as a result of the County's overvaluation of the Property.

6. In accordance with the Judgment And Decree Of Foreclosure entered in the Foreclosure Action on January 27, 2010 the Special Master conducted a sale whereby Seller purchased the Property.

7. On or about April 21, 2010 Seller received a Notice Of Value from Bernalillo County alleging that the value of the Property is \$12,310,900.

8. On April 29, 2010 Buyer suggested that Seller pay the second half of the 2009 real property taxes billed on the Property prior to delinquency on May 10, and that Seller protest the 2010 property tax valuation prior to the May 20, 2010 deadline.

9. On May 5, 2010 Seller paid \$95,578.43 to Bernalillo County to pay the second half of the 2009 real property taxes billed on the Property. Subsequently, the Amended and Supplemental Complaint was filed in the Tax Refund Action alleging that as a result of the County's overvaluation of the Property Seller is entitled to a refund in the amount of at least \$64,523.53 in regard to its payment of the second half of the 2009 real property taxes on the Property, in addition to the \$64,523.53 refund that the Receiver is allegedly entitled to in connection with the taxes paid for the first half of 2009.

10. On May 6, 2010 Seller filed an administrative petition of protest of Bernalillo County's 2010 Notice Of Value of the Property ("Tax Protest Action"). In the Tax Protest Action Seller initially alleged that the value of the Property is \$4.6 million. However, Seller plans to amend the allegation of value to \$3.5 million.

11. In the Tax Protest Action Seller is in effect alleging, among other things, that the value of the Property is only 28.43 % of the value claimed by the County in its Notice Of Value.

12. Because of what has come to be called "tax lightning," Bernalillo County is overwhelmed with tax refund and tax protest actions. As a result, it is not anticipated that the Tax Protest Action will be resolved prior to the Closing. Further, it is no longer anticipated that the Tax Refund Action will be resolved prior to the Closing.

13. Under the circumstances, Buyer and Seller have agreed that it would not be appropriate to use traditional property tax proration methodology in conjunction with the Closing.

14. Buyer desires that Seller, at Seller's sole cost and expense, have its attorneys prosecute the Tax Protest Action to a successful conclusion, including any necessary appeals.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS EXPRESSED HEREIN, IT IS HEREBY AGREED AS FOLLOWS:

A. Tax pro ration credit at Closing. Property taxes in conjunction with sale of the Property pursuant to the Agreement shall be handled as set forth in this Supplement. At the Closing, \$95,578.43 of the Purchase Price shall be deposited into escrow at Sunwest Trust, or other escrow company mutually acceptable to Buyer and Seller ("Escrow Company"), to be held in an interest-bearing trust account using Seller's tax ID number ("Tax Escrow Funds"). Seller shall pay all of the Escrow Company's fees.

B. Tax Escrow Funds. The Escrow Company shall hold the Tax Escrow Funds pending resolution of the Tax Protest Action, including resolution of any appeals, and disperse

said Funds as provided below.

C. Payment of the first half of the 2010 Real Property Taxes. Unless the Tax Protest Action has been resolved in a manner fully satisfactory to Seller by December 1, 2010, on or about December 1, 2010, and in any event no later than December 10, 2010, the Escrow Company shall pay the Bernalillo County Treasurer the amount of taxes attributable to the taxable value of the Property that is not in controversy for the first half of 2010 (28.43 % of the taxable value of the Property for the first half of 2010). Thereafter, upon resolution of the Tax Protest Action, including resolution of any appeals, the Escrow Company shall promptly pay to the Bernalillo County Treasurer the balance of the first half of the 2010 real property taxes on the Property, if any, (including any applicable interest) based upon the valuation resulting from the Tax Protest Action, and the Escrow Company shall pay the balance of the Tax Escrow Funds attributable to the first half of the 2010 real property taxes, if any, to the Seller.

D. Closing in November, 2010. Since the Closing will take place in November, 2010, in addition to depositing into escrow at the Escrow Company \$95,578.43 of the Purchase Price, as provided above, the real property taxes for the second half of 2010 shall be prorated through the Closing Date based on Bernalillo County's 2010 Notice of Value that is the subject of the Tax Protest Action. The prorated amount of the second half of the 2010 real property taxes as billed shall be taken out of the Purchase Price, deposited into escrow with the Escrow Company, and held as part of the Tax Escrow Funds.

E. Payment of the second half of the 2010 Real Property Taxes. Unless the Tax Protest Action has been resolved in a manner fully satisfactory to Seller by April 29, 2011, on or about May 2, 2011, the Escrow Company shall pay to Buyer the prorated amount of taxes attributable to the taxable value of the Property that is not in controversy for the second half of 2010 (28.43 % of the taxable value of the Property for the second half of 2010), and no later than May 10, 2011, the Buyer shall pay the Bernalillo County Treasurer the full amount of taxes attributable to the taxable value of the Property that is not in controversy for the second half of

2010. Thereafter, upon resolution of the Tax Protest Action, including resolution of any appeals, the Escrow Company shall promptly pay to Buyer the balance of the prorated amount of the second half of the 2010 real property taxes on the Property, if any, (including any applicable interest) based upon the valuation resulting from the Tax Protest Action, and Buyer shall promptly thereafter pay the Bernalillo County Treasurer the balance of the second half of the 2010 real property taxes on the Property, if any, (including any applicable interest) based upon the valuation resulting from the Tax Protest Action, and the Escrow Company shall pay the balance of the prorated amount of the Tax Escrow Funds attributable to the second half of the 2010 real property taxes, if any, to Seller.

F. Tax Protest Action. Seller shall prosecute the Tax Protest Action through the administrative hearing process, at Seller's sole cost and expense. If the Closing takes place prior to final resolution of the Tax Protest Action, at the Closing Seller shall assign all of its right, title, and interest in the Tax Protest Action to Buyer, and Seller shall have its attorneys continue to prosecute the Tax Protest Action, at Seller's sole cost and expense, on behalf of Buyer. Despite said assignment, any settlement of the Tax Protest Action with Bernalillo County shall be in the sole discretion of the Seller. Seller, at Seller's expense, shall have the right (in its sole discretion), but not the obligation, to have its attorneys appeal any adverse result of the administrative hearing process.

G. No Expense to Buyer. In no event shall Buyer incur any expense in conjunction with the Tax Protest Action and/or the Tax Refund Action.

H. Different valuation results. It is possible that the Tax Refund Action and the Tax Protest Action may result in different valuations for the Property for 2009 and 2010. Regardless, the Escrow Company shall disburse the Tax Escrow Funds, pursuant to the terms of this Supplement, based on the results of the Tax Protest Action.

I. Indemnification and Hold Harmless. Seller indemnifies, agrees to hold harmless and agrees to defend (with attorneys selected by Buyer) Buyer and hold Buyer harmless from

any and all claims, actions, damages, losses, expenses, and liability, including but not limited to interest and penalty on unpaid real property taxes, plus attorney fees, resulting directly or indirectly from any delay in payment of all or part of the 2010 real property taxes on the Property required by the terms of this Supplement. Additionally, Seller indemnifies, agrees to hold harmless and agrees to defend (with attorneys selected by Buyer) from any and all claims, actions, damages, losses, expenses, and liability, including but not limited to unpaid real property taxes, interest and penalties, plus attorney fees, resulting directly or indirectly from any failure of the Escrow Company to timely pay that part of the 2010 real property taxes on the Property required to be paid by the terms of this Supplement.

J. Post Closing Taxes. Buyer shall be fully responsible for all real property taxes on the Property attributable to the time period after the Closing.

K. Time of the Essence. Time is of the essence.

L. Further Documents. Buyer and Seller hereby agree to promptly execute and deliver to each other any document reasonably requested in order to effectuate the intent of this Supplement.

M. Captions and Defined Terms. The headings and captions contained in this Supplement are for convenience and reference purposes only and shall not define, limit or otherwise affect the terms and conditions of this Supplement and/or the Agreement. Capitalized words which are not defined in this Supplement shall have the same meaning as set forth in the Agreement.

N. Costs. All Parties to this Supplement shall each bear their respective costs and attorney fees incurred in connection with the negotiation of this Supplement.

O. Governing Law. This Supplement shall be governed by New Mexico law.

P. Successors and Assigns. All of the terms and conditions of this Supplement shall be binding in all respects upon, and shall inure to the benefit of, the Parties to this Supplement, and their respective successors and assigns.

Q. Counterparts. This Supplement may be executed in any number of counterparts, each of which when so executed shall constitute an original hereof, but all of which together shall constitute one Supplement.

R. Survival. The terms and provisions of this Supplement shall survive the Closing pursuant to the Agreement.

SELLER:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____
Print Name: CARRIE MEYER
Its: Officer

BUYER:

THE REGENTS OF THE UNIVERSITY
OF NEW MEXICO, a body corporate of the State of New
Mexico

By: _____
Print Name: DAVID W. HARRIS
Its: Executive Vice President, COO and CFO
Execution Date: _____
Address: c/o Real Estate Office
Attn: Kim D. Murphy, Director
2811 Campus Blvd., NE
MSC06-3595
Albuquerque, NM 87131-3181
Phone: (505) 277-4620
Facsimile: (505) 277-6290
Email: kmurphy@unm.edu

REVIEWED AND APPROVED BY:

By: _____
KIM D. MURPHY, University of New Mexico
Director of Real Estate

APPROVED AS TO FORM FOR UNM:

HURLEY, TOEVS, STYLES, HAMBLIN &
PANTER, P.A.

By: _____
MARK STYLES