

**AMENDMENT
TO
PURCHASE AND SALE AGREEMENT**

THIS AMENDMENT TO PURCHASE AND SALE AGREEMENT (the "Amendment") is entered into as the 20 day of June, 2013, by and between CHARTER SOUTHWEST COMMERCIAL, INC., a New Mexico corporation ("Seller") and THE REGENTS OF THE UNIVERSITY OF NEW MEXICO, a body corporate of the State of New Mexico ("Buyer").

RECITALS:

A. Seller and Buyer entered into that certain Purchase and Sale Agreement dated August 31, 2012 (the "Agreement"), whereby Seller agreed to sell to Buyer and Buyer agreed to purchase from Seller, upon and subject to the terms and conditions set forth in the Agreement, the "Property" (as defined therein), having the address of 2130 Eubank, NE, Albuquerque, New Mexico.

B. Under Section 31 of the Agreement, Seller has the right to terminate the Agreement but Seller has not exercised such termination right and desires to continue with the transaction contemplated under the Agreement.

C. With this Amendment, Seller and Buyer desire to amend the Agreement in accordance with the terms hereof.

NOW THEREFORE, in consideration of the premises, the mutual covenants herein contained and intending to be legally bound hereby, the parties hereto agree as follows:

1. Recitals: The Recitals set forth above are hereby incorporated herein and made a part of this Amendment.
2. Capitalized Terms: Capitalized terms herein shall have the same meaning as is ascribed to such terms in the Agreement unless otherwise defined herein.
3. Contingency: Section 31 of the Agreement is hereby amended to delete the last sentence thereof and replace such sentence with the following:

"In the event that Buyer shall not be able to obtain satisfaction of its contingencies in order for the Closing to occur on or before Thursday, October 31, 2013, then Seller shall be entitled to terminate this Agreement."

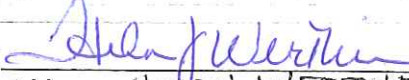
4. Ratification. All of the provisions of the Agreement are hereby ratified and confirmed and shall remain unchanged and in full force and effect except to the extent they are inconsistent with the provisions of this Amendment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

SELLER:

CHATER SOUTHWEST COMMERCIAL,
INC., a New Mexico corporation

By: 
Print Name: HELEN WERTHEIM, VICE PRES.
Execution Date: JUNE 17, 2013
Address: 5808 VULCAN VISTA DR NE
ALBUQUERQUE, N.M. 87111


Phone: (505) 822-8531

Facsimile: _____


Email: hwertheim1@comcast.net

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: 6/20/13
Address: c/o Real Estate Office
Attn: Thomas Neale, Interim
Director
1712 Las Lomas, NE
Albuquerque, NM 87131-3181
Phone: (505) 277-4620
Facsimile: (505) 277-6290
Email: tneale@unm.edu

REVIEWED AND APPROVED BY:

By: 
THOMAS NEALE, University of New
Mexico, Interim Director of Real Estate