

**THIRD AMENDMENT
TO
PURCHASE AND SALE AGREEMENT**

THIS THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT (the "Third Amendment") is entered into as of the 16th day of December, 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 Fubank Boulevard 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. Seller and Buyer entered into that certain Amendment dated June 20, 2013, modifying the contingency paragraph.

D. Seller and Buyer entered into that certain Second Amendment dated October 4, 2013, modifying the contingency paragraph.

E. With this Third 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 Third 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 hereof 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 Friday,

February 28, 2014, then Seller shall be entitled to terminate this Agreement.”

4. Back Up Offers: Seller may solicit and/or accept back-up offers to purchase the Property.

5. 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 Third Amendment.

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

SELLER:

CHARTER SOUTHWEST COMMERCIAL,
INC., a New Mexico corporation


By: _____
Helen Wertheim, Vice President

Date: December _____, 2013
Address: 5808 Vulcan Vista Drive NE
Albuquerque, NM 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:  _____
David W. Harris, EVP for
Administration, COO & CFO

Date: December 19, 2013
Address: c/o Real Estate Department
2811 Campus Blvd. NE
Albuquerque, NM 87131-3181

Phone: (505) 277-4620
Facsimile: (505) 277-6290
Email: tneale@unm.edu

REVIEWED AND APPROVED BY:

By:  _____
Thomas M. Neale, Interim Director
of Real Estate

February 28, 2014, then Seller shall be entitled to terminate this Agreement.”

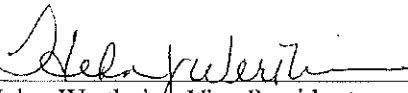
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IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment as of the date first above written.

SELLER:

CHARTER SOUTHWEST COMMERCIAL,
INC., a New Mexico corporation

By: 
Helen Wertheim, Vice President

Date: December 16, 2013
Address: 5808 Vulcan Vista Drive NE
Albuquerque, NM 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: _____
David W. Harris, EVP for
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REVIEWED AND APPROVED BY:

By: _____
Thomas M. Neale, Interim Director
of Real Estate