

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE is made and entered into between Curtis Boyd, M.D. and Glenna Boyd, Ph.D., husband and wife, as Assignor, and 522 Lomas, LLC, a New Mexico limited liability company, as Assignee, as of the date hereof (the "Effective Date").

RECITALS

- A. Assignor hereby confirms that it is the Tenant, and that the undersigned designated as the "Landlord" is the Landlord under a Lease dated October 10, 1983, evidenced by a Memorandum of Lease recorded October 21, 1983 in Book Misc. 58A, Page 250, as Document No. 83 72653, real property records of Bernalillo County, New Mexico (the "Ground Lease").
- B. Assignee desires to assume the Lease and all of Assignor's rights and responsibilities thereunder.
- C. Assignor is willing to allow such assumption upon the terms and conditions contained herein.

NOW THEREFORE, in consideration of the premises and the mutual promises contained herein, the parties agree as follows:

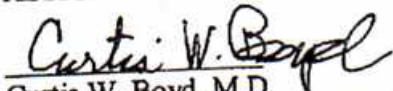
- 1. The above recitals are hereby incorporated by reference.
- 2. Assignor hereby assigns and transfers to Assignee all of Assignor's right, title, and interest in and to the Ground Lease, effective on the Effective Date.
- 3. Assignee hereby agrees to perform all of Assignor's obligations under the Ground Lease on and after the Effective Date. Assignor shall have no further obligations under the Ground Lease arising after the Effective Date.
- 4. Assignee hereby agrees to defend, indemnify, and hold Assignor harmless from and against any and all claims, demands, actions, causes of action, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising from any default, act, or omission on the part of Assignee, its representatives, successors, or assigns, related to the Ground Lease that occur from and after the Effective Date.
- 5. Assignor hereby agrees to defend, indemnify, and hold Assignee harmless from and against any and all claims, demands, actions, causes of action, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising from any default, act, or omission on the part of Assignor (including its subsidiaries and affiliates), or its respective representatives, successors, or assigns, related to the Ground Lease that occurred prior to the Effective Date hereof.

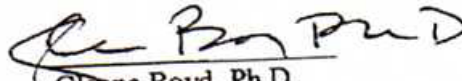
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6. Assignor represents that the Ground Lease is binding, is in full force and effect and constitutes the entire agreement with the Landlord. Assignor represents that there is no uncured default under the Ground Lease or any event that, with the passage of time, will give rise to a default under the Ground Lease.
7. This Assignment shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. This Assignment may be executed in counterparts by the parties and the consent attached hereto may be executed in counterparts by the Landlord.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates below.

ASSIGNOR:

  
Curtis W. Boyd, M.D.

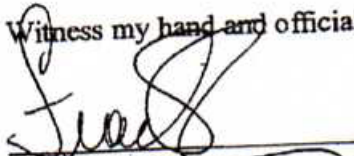
  
Glenna Boyd, Ph.D.

State of New Mexico

County of Bernalillo

On December 7, 2010 before me, Frances A. Leshner, personally appeared Curtis W. Boyd, M.D. and Glenna Boyd, Ph. D., personally known to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same as their free act and deed.

Witness my hand and official seal.

  
Notary Public



My commission expires: 4/07/2012

ASSIGNEE:

522 Lomas, LLC, a New Mexico limited liability company

By: Curtis W. Boyd  
Manager

State of New Mexico

County of Bernalillo

On December 7, 2010 before me, Frances A. Leshner, personally appeared Curtis W. Boyd, Manager of 522 Lomas, LLC, personally known to me on the basis of satisfactory evidence to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Frances A. Leshner  
Notary Public

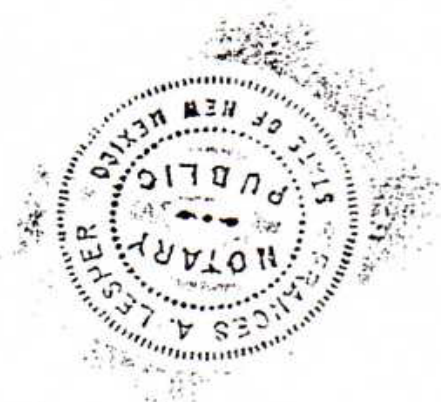
My commission expires: 4/17/2012



CONSENTED TO BY THE UNDERSIGNED "LANDLORD":

Sandia Foundation

By: Robert M. Goodman  
Its Pres. & CEO



State of New Mexico

County of Bernalillo

On December 16, 2010, before me, Frances A. Leshar,  
personally appeared Robert M. Goodman  
personally known to me proved to, me on the basis of satisfactory evidence to be the person  
whose name is subscribed to the within instrument and acknowledged to me that he  
executed the same in his authorized capacity, and that by his signature  
on the instrument the person, or the entity upon behalf of which the person acted, executed the  
instrument.

Witness my hand and official seal.

[Signature]  
Notary Public

My commission expires: 4/17/2012