SAWTELL, WIRTH
& BIEDSCHEID P.C.
L A W Y E R S

W. ANTHONY SAWTELL
PETER F. WIRTH
BRYAN P. BIEDSCHEID
TERRI L. SAXON
PARALEGAL
CHRISTINE R. LUND
PARALEGAL

December 22, 2008

Timothy Vidal, Esq.
200 West DeVargas, #7
Santa Fe, New Mexico 87501

And by e-mail to
timvidal@newmexico.com

Re: Guthrie Miller and the Santa Fe Monthly Meeting of the Religious Society of Friends (Quakers)

Dear Tim:

Enclosed are the Donation Agreement; Declaration of Trust, and Trust's Mortgage, each signed by the Meeting or the Trust or both, as required. Mr. Miller needs to sign the Donation Agreement and Declaration of Trust, and also the enclosed Deed and donor's Mortgage. When all documents are signed, the Deed and the two Mortgages need to be recorded, hopefully by the end of the year.

Also enclosed is page two of the IRS Form 8283 that Mr. Miller provided to Mr. Gaines. This does not have to be signed prior to delivery and recording of the deed and I advised Mr. Gaines not to sign page two, acknowledging the gift described on page one, without knowing what is on page one.

I can understand that the recent discovery of the 1959 covenants causes concern over both the ability to use the property for the intended purposes and the value of the gift. If both the 1959 covenants and the covenants in Mr. Miller's deed apply, use of the property will be severely limited, probably to open space. To address these concerns, I believe the Trustees are willing to confirm the mutual understandings on which the parties are entering into this transaction – specifically with respect to use of the property and Mr. Miller's deduction – and to agree to rescind the transaction if either of those understandings turns out to be unfounded. A proposed supplemental agreement to that effect is also enclosed. I discussed this with the trustees this morning, but they have not seen this particular document and it remains subject to their review and approval.

708 PASEO DE PERALTA
SANTA FE NM 87501
TEL. 505.988.1668
FAX. 505.983.5840

I will be leaving town on Saturday and will not be back before the end of the year. Please let me know if you think we can conclude the paperwork by then.

Sincerely,

SAWTELL, WIRTH & BIEDSCHEID,
A PROFESSIONAL CORPORATION

W. Anthony Sawtell
tony@swbpc.com

AS:ps
enclosures

AGREEMENT FOR GIFT OF REAL PROPERTY

This is an agreement ("Agreement") between **GUTHRIE MILLER**, a single person ("Donor"), and the **SANTA FE MONTHLY MEETING OF THE RELIGIOUS SOCIETY OF FRIENDS (QUAKERS)**, a New Mexico unincorporated association ("Meeting"), and the **SANTA FE MONTHLY MEETING OF THE RELIGIOUS SOCIETY OF FRIENDS (QUAKERS) TITLE-HOLDING TRUST** ("Trust") concerning Donor's gift to the Trust for the benefit of the Meeting of the tract of land described below on the terms and conditions set out below. The parties acknowledge that each has received a copy of the Declaration of the Trust.

1. The land that is the subject of this Agreement (the "Property") is a tract of vacant land located at the northeast corner of the intersection of Old Pecos Trail and Camino Lejo, Santa Fe, New Mexico. The Property consists of approximately 1.534 acres and is described as Lot 115W-B, as shown on the plat of survey by Paul A. Armijo titled "Lot Line Adjustment Survey Plat prepared for Guthrie Miller," recorded in Plat Book 628, at Page 28, records of Santa Fe County, New Mexico. A copy of that plat is attached as Exhibit A.

2. Donor shall convey an undivided fifty-five percent (55%) interest in the Property to the Trust for the benefit of the Meeting on or before December 31, 2008. If the Trust and the Meeting are then in substantial compliance with the terms and conditions of this Agreement, Donor will convey the remaining undivided forty-five percent (45%) interest in the Property to the Trust for the benefit of the Meeting, or to the Meeting, if the Trust has terminated, on December 31, 2014, or such earlier date as Donor may elect, or on Donor's death, whichever first occurs. Donor shall cause his last will and testament or equivalent document, or a transfer on death deed, to provide for transfer to the Trust for the benefit of the Meeting, or to the Meeting, if the Trust has terminated, of any interest in the Property owned by Donor at the time of his death, if the Trust and the Meeting are then in substantial compliance with the terms of this Agreement. Pending conveyance of the remaining forty-five percent interest, Donor and the Trust shall hold title to the Property as tenants-in-common.

3. On each conveyance of an interest in the Property by Donor, the parties shall cooperate to qualify Donor's gift as a tax-deductible contribution to a religious organization. The parties will prepare and execute Internal Revenue Service Form 8283, Noncash Charitable Contribution. Expenses related to Donor's qualification of his contribution as tax-deductible shall be paid by Donor. Each party shall bear its or his own expenses with respect to this Agreement

4. Until Donor conveys all of the Property to the Trust or the Meeting, Donor shall pay all property taxes assessed with respect to the Property. The Meeting will cooperate with Donor if Donor wishes to have the Santa Fe County Assessor determine that the Meeting's interest in the Property is exempt from property taxes.

5. Until Donor conveys all of the Property to the Meeting, each party shall insure himself or itself against liability for occurrences on or about the Property, with liability limits of at least five hundred thousand dollars.

6. Until Donor conveys all of the Property to the Trust or the Meeting, neither party shall do any act which results in any lien or claim of lien against, or other encumbrance of, his or its interest in the Property. If any such lien, claim of lien or other encumbrance is asserted against either party's interest in the Property, that party shall cause it to be removed within six months of the date on which it is first asserted or seven days prior to a foreclosure sale, whichever is earlier. At the time of Donor's 2008 conveyance to the Trust, the parties shall execute mortgages under which each party mortgages to the other party its or his interest in the Property to secure its or his performance of the provisions of this paragraph. Donor's mortgage shall also secure his agreement to contribute the remaining forty-five percent interest in the Property to the Trust or the Meeting. The value of the obligation secured shall be the value of the mortgagor's interest in the Property, which the mortgagee may bid in lieu of cash on foreclosure of the mortgage.

7. Donor's intent in donating the Property to the Meeting is to make it possible for the Meeting to use the Property as a building site for a future meetinghouse that will serve the expanding needs of the Meeting better than its existing meetinghouse on Canyon Road. Decisions about development and use of the Property shall be made in a spirit of worship and in accord with the Quaker process for making such decisions, but

any and all development shall be subject to the terms and conditions of this Agreement. The Meeting acknowledges that as of the date of this Agreement the Property is zoned R-1 and that religious assembly is a permitted use in R-1 zones. The Meeting also acknowledges that the Property is in the Historic Review District, which imposes design standards in addition to those generally applicable in R-1 zones. Finally, the Meeting acknowledges that the Property is subject to a covenant that limits use of the Property to a dwelling house to be used as a private residence. The Meeting shall be responsible for investigating the need for and obtaining any releases of the right to enforce the restrictive covenant, any zoning change, special exception, variance, or other matter that may be necessary for its use of the Property. Donor will cooperate in obtaining any required zoning change, special exception or variance for uses permitted under this Agreement.

8. By executing this Agreement and accepting the 2008 donation for its benefit, the Meeting is not committing to build a meetinghouse on the Property. Until such time as the Meeting determines what use to make of the Property, the Trust shall see that the Property remains open space. Any improvements made to the Property by the Meeting or the Trust shall be made at the Meeting's or the Trust's sole cost and expense and the Meeting shall be responsible for any increase in property taxes payable by Donor as the result of such improvements. If the Meeting begins construction of improvements on the Property and then determines not to complete those improvements, it shall restore the Property to approximately the same condition as it was in before construction. If the Meeting determines not to build a meetinghouse on the Property, then, as steward of the Property, the Meeting and the Trust shall ensure that the Property is used for some other purpose that benefits the community of Santa Fe, New Mexico, including, but not limited to, open space, park, sculpture garden, or other aesthetic purpose. If the Meeting constructs a meetinghouse on the Property and the Meeting is later laid down or otherwise unable to use the Property as a meetinghouse, then the Meeting shall ensure that the Property and building shall be used for purposes that serve the principles and goals of the Meeting, such as peace and justice. If the Meeting does not use the Property as its meetinghouse, the Meeting or the Trust, as the case may be, may make such gift or sale of the Property as may be appropriate to comply with the conditions of this Agreement. Any use of the Property, by the Meeting or any other person, shall respect

and further the aesthetic characteristics of the surrounding neighborhood, including (to the extent permitted by applicable ordinance) dark night sky, natural vegetation, absence of curbs and sidewalks, and natural-aesthetic, water-permeable parking areas. The provisions of this paragraph shall affect and run with title to the Property and shall be effective until the sixtieth anniversary of Donor's conveyance of the remaining forty-five percent interest in the Property to or for the benefit of the Meeting. The provisions and restrictions set out in this paragraph may be enforced by Donor and, on Donor's death or disability, by Donor's son, Geoffrey Miller. Donor, for himself and his successors in interest with respect to his residence at 509 Camino Lejo, Santa Fe, New Mexico, agrees not to make or file with any board, or department or the governing body of the City of Santa Fe any objection to or protest of the development of the Property, but this agreement shall not prohibit any person entitled to do so from enforcing the provisions and restrictions set out in this paragraph.

9. Any dispute arising out of this Agreement, including any dispute involving the provisions and restrictions set out in paragraph 7, above, that is not resolved by discussion, negotiation or mediation, shall be resolved by binding arbitration, under NMSA 1978, Sections 44-7A-1 et seq., before a single arbitrator in Santa Fe County, New Mexico. The parties to the dispute shall agree on an arbitrator within fourteen days after a party makes a written demand for arbitration on any other party. If the parties to the dispute do not agree on an arbitrator within fourteen days, then any party to the dispute may request the First Judicial District Court of the State of New Mexico to appoint an arbitrator, pursuant to NMSA 1978, Section 44-7A-12. A party may seek temporary or preliminary injunctive relief from a court having jurisdiction without waiving the provisions of this Section. Once appointed, an arbitrator shall have the power to award legal and equitable relief and to enter awards of any appropriate nature, including but not limited to damages and temporary, preliminary and/or permanent injunctions, which award(s) shall be enforceable by a court having jurisdiction. The costs of arbitration common to all parties, including the arbitrator's fees, room rental, and the like, shall be shared equally by the parties to the arbitration. The arbitrator may, in his or her discretion, award a prevailing party some or all of that party's costs, including the party's share of the common costs and the party's reasonable attorneys fees.

10. The provisions of paragraphs 7, 8 and 9 of this Agreement shall be included in Donor's deeds of the Property to the Trust and shall affect and run with the land, and all subsequent deeds or conveyances of any interest in the Property shall be subject to these provisions and restrictions.

11. Donor will transfer title to the interests in the Property by warranty deed, subject to the matters described in the copy of the deed attached as Exhibit B to this Agreement.

12. The Meeting and the Trust agree, with gratitude, to accept a donation of the Property on the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement.

GUTHRIE MILLER

SANTA FE MONTHLY MEETING OF THE RELIGIOUS SOCIETY OF FRIENDS (QUAKERS) TITLE-HOLDING TRUST

By Jennifer Wellington White
Jennifer Wellington White
Trustee

By Marguerite Keans
Marguerite Keans
Trustee

By Robert S. Gaines
Robert S. Gaines
Trustee

SANTA FE MONTHLY MEETING OF THE RELIGIOUS SOCIETY OF FRIENDS (QUAKERS)

By Jennifer Wellington White
Jennifer Wellington White
Clerk of the Meeting

By Marguerite Keans
Marguerite Kearns
Recording Clerk
of the Meeting

By Robert S. Gaines
Robert S. Gaines
Treasurer of the Meeting

STATE OF NEW MEXICO)
) ss:
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me this 22 day of December, 2008, by Robert S. Gaines, Marguerite Kearns, and Jennifer Wellington White, as officers of the Meeting and initial trustees of the Trust.

Notary Public

My commission expires:
10-29-2012

STATE OF NEW MEXICO)
) ss:
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me this _____ day of December, 2008, by Guthrie Miller, Donor.

Notary Public

My commission expires:

Lot Line Adjustment Survey Plat prepared for Guthrie Miller

REPLAT OF LOT 115W-A OF DEVARGAS DEVELOPMENT COMPANY SUBDIVISION NO. 2, AS LAST FILED IN PLAT BOOK 525, PAGE 041
WITHIN THE SANTA FE GRANT-PROJECTED NE1/4 SECTION 36, T17N, R9E, NMPM
LOCATED AT 509 CAMINO LEJO, IN THE CITY OF SANTA FE
COUNTY OF SANTA FE, STATE OF NEW MEXICO, U.S.A

PURPOSE STATEMENT:
THIS PLAT ADJUSTS THE LOT LINE BETWEEN TWO SEPARATE LOTS
NO NEW LOTS HAVE BEEN CREATED

Document No 1441336
COUNTY CLERKS INSTRUMENT BLOCK
COUNTY OF SANTA FE, STATE OF NEW MEXICO
I hereby certify that this instrument was filed for record on the 10 day of July A.D. 2006 at 2:51 o'clock P m. and was duly recorded in Book 628 Page 28 of the Records of Santa Fe County
Witness my Hand and Seal of Office
VALERIE ESPINOZA
County Clerk, Santa Fe County, New Mexico
Deputy

COUNTY CLERK SEAL

628 028

OWNERS CONSENT

THE UNDERSIGNED OWNERS PROPERTY OWNERS, GUTHRIE MILLER AND THE CITY OF SANTA FE DO HEREBY CONSENT TO THE ADJUSTMENT OF LOT LINES AS SHOWN HEREON. THIS LOT LINE ADJUSTMENT IS BEING MADE WITH THEIR FREE CONSENT AND AND IS IN ACCORDANCE WITH THEIR DESIRES AND WISHES.
ALL EASEMENTS ARE HEREBY GRANTED AS SHOWN. THESE LANDS LIE WITHIN THE PLANNING AND PLATTING JURISDICTION OF THE CITY AND COUNTY OF SANTA FE, STATE OF NEW MEXICO. EASEMENTS ARE HEREBY GRANTED FOR ALL EXISTING UTILITIES

GUTHRIE MILLER — DATE 9 June 2006

STATE OF NEW MEXICO }
COUNTY OF SANTA FE } SS
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON June 9th 2006 BY GUTHRIE MILLER
NOTARY PUBLIC [signature] MY COMMISSION EXPIRES 6/12/2007

CITY OF SANTA FE

APPROVED BY THE CITY COUNCIL AT THEIR MEETING ON: 4-26-06

DAVID COSS MAYOR OF SANTA FE — DATE 6-30-06

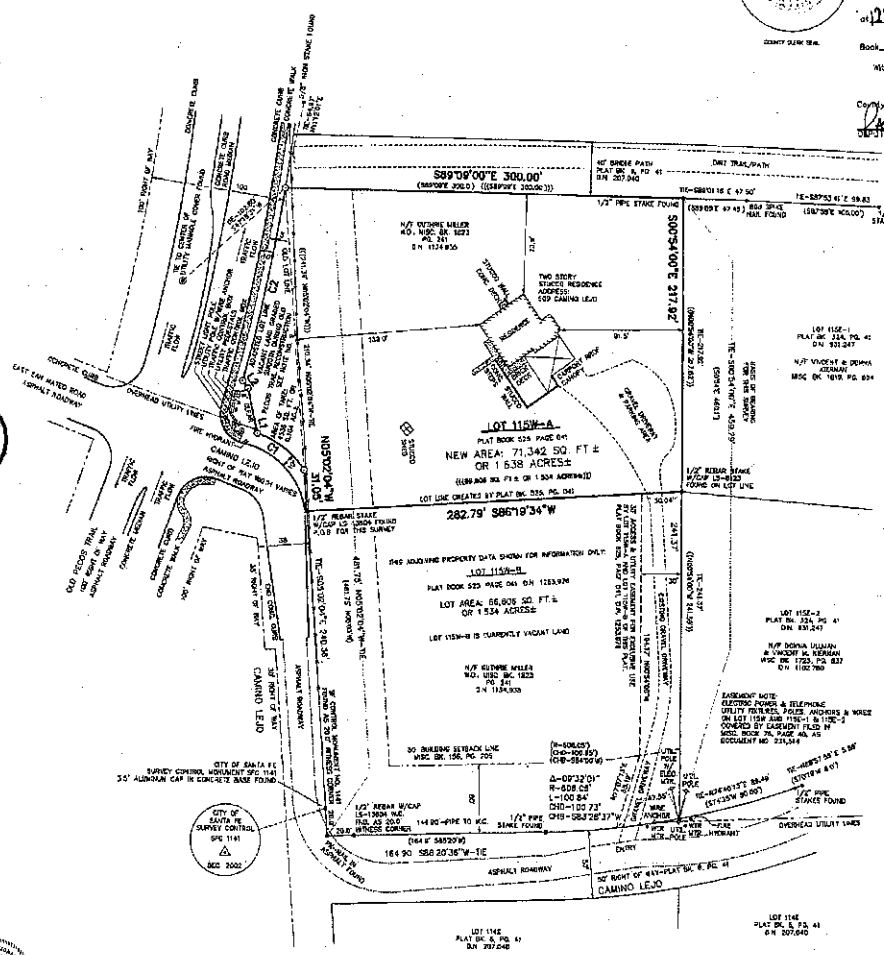
ATTEST:
YOLANDA Y. VIGIL CITY CLERK — DATE 6-30-06

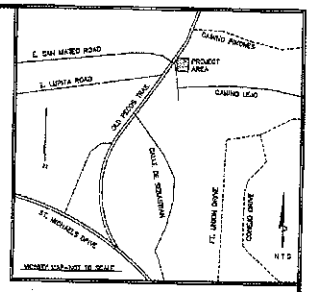
CITY OF SANTA FE SEAL NEW MEXICO

DOCUMENTS OF REFERENCE

NOTE: RECORDING DATA SHOWN BELOW REFERS TO OFFICE OF SANTA FE COUNTY CLERK

1. DEVARGAS DEVELOPMENT COMPANY SUBDIVISION NO. 2, BY J. HARVEY NAPE & LS No. 44, DATED AUGUST 1954, AS SURVEY NO. EX1563, FILED ON MAY 10, 1955, IN PLAT BOOK 6, PAGE 41 AS DOCUMENT NO 207,040
2. PLAT OF SURVEY SHOWING A LOT SPLIT FOR COVIELLO-ROBERTSON OF LOT 115E DEVARGAS DEVELOPMENT COMPANY SUBDIVISION NO. 2, SANTA FE NEW MEXICO, BY SCOTT YAGER MAPS NO. 9123 DATED SEPTEMBER 29, 1995, FILED ON JANUARY 16, 1996, IN PLAT BOOK 324, PAGE 041, AS DOCUMENT NO 931,247
3. WARRANTY DEED-LOT 115W: G. ALLEN MD & V. ALLEN TO GUTHRIE MILLER, FILED ON NOVEMBER 2, 2000, IN MISC. BOOK 1823, PAGE 241, AS DOCUMENT NO 1134,935
4. SURVEY ENTITLED LAND DIVISION SURVEY PREPARED FOR GUTHRIE MILLER", BY PAUL A. ARMIJO MAPS NO 13604 AND ARMIJO SURVEYS DATED FEBRUARY 21, 2003, AS JOB NO. 2206,553, FILED ON MARCH 12, 2003 IN PLAT BOOK 525, PAGE 041, AS DOCUMENT NO 1233,976





CITY OF SANTA FE REVIEW

CITY PLANNER — REVIEWED ON 6/13/06

SUBDIVISION REVIEW — REVIEWED ON 7/6/06

DEVELOPMENT NOTES

1. PROPERTY DEVELOPMENT IS REQUIRED TO COMPLY WITH APPLICABLE PROVISIONS OF CHAPTER 14, LAND DEVELOPMENT CODE, SFCC 1987 AND SUBSEQUENT AMENDMENTS
2. PROPERTY DEVELOPMENT IS REQUIRED TO COMPLY WITH THE PROVISIONS OF EACH APPLICABLE CITY OF SANTA FE ORDINANCE ADOPTED PRIOR TO PLAT AND/OR DEVELOPMENT PLAN RECORDING WITH THE COUNTY CLERK OR SUBMITTAL FOR A BUILDING PERMIT APPLICATION THAT MODIFIES ANY PROVISION OF CHAPTER 14, LAND DEVELOPMENT CODE, SFCC 1987 AND SUBSEQUENT AMENDMENTS.
3. BUILDABLE AREAS FOR PLATTED PARCELS WILL BE DETERMINED AT THE TIME OF BUILDING PERMIT APPLICATION AS DETAILED IN THE LAND DEVELOPMENT CODE. ANY BUILDABLE AREAS SHOWN HEREON ARE SUBJECT TO RELOCATION PER CODE REQUIREMENTS.

SURVEYORS NOTES

1. DATA IN 1-PARENTHESIS "( )" TAKEN FROM REFERENCE DOCUMENT NO 1
2. DATA IN 2-PARENTHESIS "(( ))" TAKEN FROM REFERENCE DOCUMENT NO 2
3. DATA IN 3-PARENTHESIS "((( )))" TAKEN FROM REFERENCE DOCUMENT NO 4.
4. INFORMATION SHOWN ON ADJOINING PROPERTIES IS BACKGROUND OR INFORMATIONAL IN NATURE AND DOES NOT CONSTITUTE A SURVEY OF SAID ADJOINING PROPERTIES
5. THIS PROPERTY IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, AND RESERVATIONS OF RECORD
6. LANDS SHOWN HEREON LIE IN ZONE X, OUTSIDE A 100 YEAR FLOOD HAZARD ZONE AS SHOWN ON FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO 350070 0005 C, DATED APRIL 2, 1983
7. S.F.C. ASSESSOR U.P.C. NO FOR LOT 115W-A1-054-097-335-405.
8. ALL NATURAL DRAINAGE WAYS ARE TO BE LEFT UNIMPEDED FOR NATURAL STORM WATER FLOW.
9. REMNANT PARCEL OF RIGHT OF WAY CONVEYED BY QUITCLAIM DEED FILED AS S.F. COUNTY CLERK INSTRUMENT NO. 1441337

10. This Lot Line Adjustment pertains to Lot 115W-A only. CM 6/26/06

HORIZ. SCALE: 1"=40'
40 20 0 40 80

LEGEND
- MONUMENT FOUND
- MONUMENT SET 1/2" REBAR W/CAP STAMPED LS-13604
- POINTS COMPUTED NOT SET

I CERTIFY THAT I AM A REGISTERED PROFESSIONAL SURVEYOR AND THAT THIS PLAT WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED ON AN ACTUAL FIELD SURVEY PERFORMED UNDER MY DIRECTION IN FEBRUARY 2006 AND IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, CORRECT AND CONFORMS TO THE MINIMUM REQUIREMENTS OF THE STANDARDS FOR LAND SURVEYS IN NEW MEXICO AS ADOPTED BY THE NEW MEXICO STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND PROFESSIONAL SURVEYORS

NEW MEXICO PROFESSIONAL SURVEYOR 13604 PAUL A. ARMIJO

Paul A. Armijo JUNE 08, 2006
PAUL A. ARMIJO, N.M.P.S. NO 13604 — DATE

CURVE DATA	
CURVE C1	CURVE C2
Δ=36°37'21"	Δ=05°47'49"
R=71.25'	R=1444.73'
L=45.57'	L=146.18'
CHL=44.80'	CHL=146.05'
CHB=N52°33'53"W	CHB=N11°24'31"E

LINE DATA
LINE L1
N12°44'49"W 34.25'
LINE L2
N35°40'10"W 7.00'

INDEXING INFORMATION FOR COUNTY CLERK
OWNER: GUTHRIE MILLER
WARRANTY DEED, MISC. BOOK 1823, PAGE 241
LOCATION: LOT 115W-A, DEVARGAS DEVELOPMENT CO. SUB. NO. 2 PLAT BOOK 525, PAGE 041, DOCUMENT NO 1233,976 SF GRANT-NE1/4 S36 T17N, R9E 509 CAMINO LEJO, CITY OF SANTA FE SANTA FE COUNTY, NEW MEXICO

ARMIJO SURVEYS INC.
PAUL A. ARMIJO N.M.P.S. NO. 13604
1704-B LUJAN ST. STE. 258 SANTA FE, NM 87505
PH. (505) 471-1955 FAX. (505) 471-1925

LOT LINE ADJUSTMENT SURVEY PLAT PREPARED FOR GUTHRIE MILLER
REPLAT OF LOT 115W-A, DEVARGAS DEVELOPMENT COMPANY SUBDIVISION NO. 2

DRAWN BY P.A.A. — DATE FEB. 2006
REVISED — DATE
JOB No 2602059 — SHEET No 1 OF 1

Ex A

DECLARATION OF TRUST OF THE SANTA FE MONTHLY MEETING OF THE RELIGIOUS SOCIETY OF FRIENDS (QUAKERS) TITLE-HOLDING TRUST

This Declaration of Trust is made the date set out below by Guthrie Miller, as settlor, and Robert S. Gaines, Marguerite Kearns, and Jennifer Wellington White, as initial trustees.

I. NAME AND PURPOSES OF THE TRUST

A. Name. This trust shall be known as the "Santa Fe Monthly Meeting of the Religious Society of Friends (Quakers) Title-Holding Trust," which is referred to below as the "Trust."

B. Purpose. The purpose of the Trust is to hold title to property for the use and benefit of the Santa Fe Monthly Meeting of the Religious Society of Friends (Quakers), which is sometimes referred to below as the "Meeting" or as the Beneficiary. As of the date of this Declaration, the Meeting is an unincorporated association which has not filed Articles of Association under NMSA 1978, Sections 53-10-1, et seq., and is not, or may not be, a legal entity with the capacity to hold title to property as an association.

II. TRUST PROPERTY

A. Initial Trust Property. Guthrie Miller delivers to the trustee, in trust, the property listed on Schedule A to this Declaration, and the Trustees acknowledge receipt of and accept the property described in that schedule.

B. Additions to Trust Property. The Trustees are expressly authorized to accept additions to the Trust property if the Trustees deem it in the interests of the

Beneficiary to do so. Such additions may include, but are not limited to, funds provided by the Beneficiary or any other person to defray the expenses of the Trust. The property described on Schedule A and any additions to the Trust property acceptable to the Trustees shall constitute the trust estate and shall be held, administered and distributed as provided in this Declaration.

C. Management for Beneficiary. The Trustees shall hold and manage the Trust estate for the benefit of the Beneficiary. The Trustees shall pay the net income, if any, of the Trust estate to the Beneficiary at least annually. If the Beneficiary determines that it does not intend to use vacant land or other non-income producing Trust property for its own purposes, the Trustees may cause the property to be used for other charitable or religious purposes as approved by the Beneficiary, or may convey the property to an organization that is exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code or to the City of Santa Fe or other governmental body or agency for use in furtherance of tax-exempt purposes and in conformity with any restrictive covenants and other matters affecting the property involved.

III. TRUSTEE'S POWERS AND ADMINISTRATIVE PROVISIONS

A. Powers. The Trustees shall be vested with all the duties and authority provided by the New Mexico Uniform Trust Code, NMSA 1978, Sections 46A-1-101, et seq., as from time to time amended, and, whether or not provided by the New Mexico Uniform Trust Code, shall have the following powers and authorities:

(1) to acquire or retain non-income producing assets, including but not limited to real property, for the benefit of the Beneficiary. The Trustees are expressly

authorized and directed to enter into and perform the Donation Agreement with the settlor, a copy of which is attached as Exhibit B.

(2) to permit the Beneficiary to use and occupy any real property or possess and enjoy any interest in tangible personal property forming part of the Trust estate upon such terms as the Trustees shall consider proper, whether rent free, or in consideration of payment of taxes, insurance, maintenance and ordinary repairs, or otherwise;

(3) to pay and to take any other appropriate action with respect to taxes, assessments and other expenses incurred in the care, administration and protection of the Trust estate;

(4) if the Beneficiary determines that it does not intend to use vacant land or other non-income producing Trust property for its own purposes, to cause the property to be used for other charitable or religious purposes as approved by the Beneficiary, or to convey the property to an organization that is exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code or to the City of Santa Fe or other governmental body or agency for use in furtherance of tax-exempt purposes and in conformity with any restrictive covenants and other matters affecting the property involved.

B. Information and Reporting; Consultation. The Trustees shall keep the Beneficiary reasonably informed concerning the administration of the Trust and of the material facts necessary for it to protect its interests. The Trustees shall consult with the Beneficiary and may consult with other persons as appropriate with regard to the

administration of the Trust. However, and the Trustees shall have sole and final discretion to act.

C. Insurance. The Trustees shall cause the Trust to insure the Trust estate against property loss and damage and to insure the Trustees, their agents and the Beneficiary, against liability arising out of the administration of the Trust in such amounts as the Trustees shall from time to time determine, but no less than as may be required by the terms of any gift of property to the Trust or purchase or mortgage of property by the Trust.

D. Action by Unanimous Decision or Majority. If the Trustees are unable to reach a unanimous decision they shall act by majority decision. A Trustee shall participate in administration of the Trust unless the Trustee is unavailable to do so because of absence, illness, disqualification, or other temporary incapacity. If a Trustee is unavailable to act because of absence, illness, disqualification, or other temporary incapacity, the remaining Trustees, or a majority of them, shall act for the Trust.

E. Resignation, Removal and Successor Trustee. A Trustee may resign by giving thirty (30) days' written notice to the Beneficiary, the settlor (if living) and all other Trustees. A Trustee shall resign promptly if requested to do so by the Beneficiary. Any vacancy in the trusteeship due to death, disability, resignation, removal, or any other cause may be filled, and if no Trustee remains in office, shall be filled by a person designated by the Business Meeting of the Beneficiary, subject to the provisions of NMSA 1978, Section 46A-7-704(D), as from time to time amended. Each successor Trustee shall serve until termination of the trust or until resignation or removal and shall have the same duties, powers and discretion as an original Trustee. No successor Trustee

shall be required to inquire into or account for the acts of any predecessor Trustee. In the absence of actual knowledge of a loss and an opportunity to rectify the loss, no successor Trustee shall be liable for any act or omission of any predecessor Trustee. The terms "Trustee" and "Trustees" in this Declaration shall include the initial Trustees and all successor Trustees.

F. No Compensation of Trustees. No Trustee shall be entitled to compensation for serving as Trustee but shall be entitled to reimbursement of reasonable out-of-pocket expenses incurred in serving as Trustee. When practicable, such expenses shall be approved by the Trustees before being incurred.

G. Exoneration of Trustees. No Trustee shall be liable for loss or damage suffered by the Trust estate or the Beneficiary, except for a breach of trust committed in bad faith or with reckless indifference to the purposes of the Trust or the interests of the Beneficiary.

H. No Bond: No bond or other security shall be required of any Trustee for the performance of the Trustee's duties.

I. Service in Individual Capacity. A Trustee may be an officer of the Meeting but shall serve as Trustee individually, and not by virtue of his or her office.

J. The Trust shall be operated exclusively for nonprofit purposes within the provisions of Section 501(c)(3) of the Internal Revenue Code of 1986 as amended from time to time. No part of the income of the trust shall inure to the benefit of any trustee, of the trust, or any other private individual (except that reasonable compensation may be paid for services rendered to or for the trust effecting one or more of its purposes), and no trustee or any other private

REAL ESTATE MORTGAGE

Robert S. Gaines, Marguerite Kearns, and Jennifer Wellington White, in their capacity as **TRUSTEES OF THE SANTA FE MONTHLY MEETING OF THE RELIGIOUS SOCIETY OF FRIENDS (QUAKERS) TITLE-HOLDING TRUST,** for consideration, grant to **GUTHRIE MILLER,** a single man, whose address is 509 Camino Lejo, Santa Fe, New Mexico 87505, following described real estate in Santa Fe County, New Mexico:

> An undivided fifty-five percent (55%) interest in and to Lot 115W-B, as shown on the plat of survey by Paul A. Armijo, titled "Lot Line Adjustment Survey Plat prepared for Guthrie Miller," recorded in Plat Book 628, at Page 28, records of Santa Fe County, New Mexico,

with mortgage covenants.

This mortgage secures the performance of mortgagor's covenants with mortgagee under that certain Donation Agreement of even date herewith, including mortgagor's covenant not to allow any lien or encumbrance to attach to the interest in real property described above. The value of the obligations hereby secured is stipulated and agreed to be the fair value of the interest in real property described above, which mortgagee may bid in lieu of cash at upon foreclosure of this mortgage and sale of the property described above. This mortgage is upon the statutory mortgage condition for the breach of which it is subject to foreclosure as provided by law. The amount specified for property insurance as provided in the statutory mortgage condition is: none. If this mortgage is foreclosed, the redemption period after judicial sale shall be one month in lieu of nine months.

WITNESS our hands and seals this 22 day of December, 2008.

SANTA FE MONTHLY MEETING OF THE RELIGIOUS SOCIETY OF FRIENDS (QUAKERS) TITLE-HOLDING TRUST

Robert S. Gaines, Trustee

Marguerite Kearns, Trustee

Jennifer Wellington White, Trustee

STATE OF NEW MEXICO)
) ss:
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me this 22nd day of December, 2008, by Robert S. Gaines, Marguerite Kearns, and Jennifer Wellington White, in their capacity as Trustees of the Santa Fe Monthly Meeting of the Religious Society of Friends (Quakers) Title-Holding Trust.

Notary Public

W. ANTHONY SANTISTEVAN NOTARY PUBLIC STATE OF NEW MEXICO

My commission expires:
10-29-2012

WARRANTY DEED

GUTHRIE MILLER, a single man, for consideration, grants to Robert S. Gaines, Marguerite Kearns, and Jennifer Wellington White, in their capacity as **TRUSTEES OF THE SANTA FE MONTHLY MEETING OF THE RELIGIOUS SOCIETY OF FRIENDS (QUAKERS) TITLE-HOLDING TRUST**, whose address is 630 Canyon Road, Santa Fe, New Mexico 87501, an undivided fifty-five percent (55%) interest in and to the following-described real property situated in Santa Fe County, New Mexico:

> Lot 115W-B, as shown on the plat of survey by Paul A. Armijo, titled "Lot Line Adjustment Survey Plat prepared for Guthrie Miller," recorded in Plat Book 628, at Page 28, records of Santa Fe County, New Mexico;
>
> Subject to:
>
> Matters shown on the lot line adjustment plat described above, including but not limited to thirty foot (30') access and utility easement for the benefit of Lots 115W-A and 115W-B;
>
> Restrictive covenants provided for in warranty deed recorded in Book 156, at Page 205, as Document No. 234,514, records of Santa Fe County, N.M.;
>
> Easement in favor of Mountain States Telephone and Telegraph Company and Public Service Company of New Mexico and rights incident thereto recorded in Book 78, at Page 40, as Document No. 111,900, records of Santa Fe County, N.M.;
>
> Deviation of fence from property line and existing overhead utility lines, power pole and guy wire anchor and rights incident thereto, as shown on the plat of survey recorded in Plat Book 458, at Page 049, records of Santa Fe County, N.M.

with warranty covenants.

This conveyance is also subject to the following terms and conditions:

A. Grantor's intent in conveying the property described above (the "Property") to Grantee is to make it possible for the Santa Fe Monthly Meeting of the Religious Society of Friends (Quakers) (the "Meeting") to use the Property as a building site for a future meetinghouse. The Meeting's decisions about development and use of the Property shall be made in a spirit of worship and in accord with the Quaker process for making such decisions, but any and all development shall be subject to the terms and conditions of this deed.

B. By accepting this deed, neither Grantee nor the Meeting is committing to build a meetinghouse on the Property. Until such time as the Meeting determines what use to make of the Property, the Grantee shall see that the Property remains open space. Any improvements made to the Property by the Meeting or Grantee shall be made at the Meeting's or Grantee's sole cost and expense and Grantee and the Meeting shall be responsible for any increase in property taxes payable by Grantor as the result of such improvements. If the Meeting begins construction of improvements on the Property and then determines not to complete those improvements, it shall restore the Property to approximately the same condition as it was in before construction. If the Meeting determines not to build a meetinghouse on the Property, then Grantee and the Meeting shall ensure that the Property is used for some other purpose that benefits the community of Santa Fe, New Mexico, including, but not limited to, open space, park, sculpture garden, or other aesthetic purpose. If the Meeting constructs a meetinghouse on the Property and the Meeting is later laid down or otherwise unable to use the Property as a meetinghouse, then the Meeting shall ensure that the Property and building shall be used for purposes that serve the principles and goals of the Meeting, such as peace and justice. If the Meeting does not use the Property as its meetinghouse, the Meeting or the Trust, as the case may be, may make such gift or sale of the Property as may be appropriate to comply with the conditions of this Agreement. Any use of the Property, by the Meeting or any other person, shall respect and further the aesthetic characteristics of the surrounding neighborhood, including (to the extent permitted by applicable ordinance) dark night sky, natural vegetation, absence of curbs and sidewalks, and natural-aesthetic, water-permeable parking areas. The provisions of this paragraph shall affect and run with title to the Property and shall be effective until the sixtieth (60th) anniversary of Grantor's conveyance of the remaining forty-five percent interest in the Property to or for the benefit of the Meeting. The provisions and restrictions set out in this paragraph may be enforced by Grantor and, on Grantor's death or disability, by Grantor's son, Geoffrey Miller. Grantor, for himself and his successors in interest with respect to his residence at 509 Camino Lejo, Santa Fe, New Mexico, agrees not to make or file with any board, or department or the governing body of the City of Santa Fe any objection to or protest of the development of the Property, but this agreement shall not prohibit any person entitled to do so from enforcing the provisions and restrictions set out in this paragraph.

C. Any dispute pertaining to this deed, including any dispute involving the provisions and restrictions set out in paragraph B, above, that is not resolved by discussion, negotiation or mediation, shall be resolved by binding arbitration, under NMSA 1978, Sections 44-7A-1 et seq., before a single arbitrator in Santa Fe County, New Mexico. The parties to the dispute shall agree on an arbitrator within fourteen days

after a party makes a written demand for arbitration on any other party. If the parties to the dispute do not agree on an arbitrator within fourteen days, then any party to the dispute may request the First Judicial District Court of the State of New Mexico to appoint an arbitrator, pursuant to NMSA 1978, Section 44-7A-12. A party may seek temporary or preliminary injunctive relief from a court having jurisdiction without waiving the provisions of this Section. Once appointed, an arbitrator shall have the power to award legal and equitable relief and to enter awards of any appropriate nature, including but not limited to damages and temporary, preliminary and/or permanent injunctions, which award(s) shall be enforceable by a court having jurisdiction. The costs of arbitration common to all parties, including the arbitrator's fees, room rental, and the like, shall be shared equally by the parties to the arbitration. The arbitrator may, in his or her discretion, award a prevailing party some or all of that party's costs, including the party's share of the common costs and the party's reasonable attorneys fees.

WITNESS my hand and seal this _____ day of December, 2008.

_____

GUTHRIE MILLER

STATE OF NEW MEXICO)
) ss:
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me on December ____, 2008, by Guthrie Miller.

_____

Notary Public

My commission expires:

REAL ESTATE MORTGAGE

GUTHRIE MILLER, a single man, for consideration, grants to Robert S. Gaines, Marguerite Kearns, and Jennifer Wellington White, in their capacity as **TRUSTEES OF THE SANTA FE MONTHLY MEETING OF THE RELIGIOUS SOCIETY OF FRIENDS (QUAKERS) TITLE-HOLDING TRUST**, whose address is 630 Canyon Road, Santa Fe, New Mexico 87501, following described real estate in Santa Fe County, New Mexico:

> An undivided forty-five percent (45%) interest in and to Lot 115W-B, as shown on the plat of survey by Paul A. Armijo, titled "Lot Line Adjustment Survey Plat prepared for Guthrie Miller," recorded in Plat Book 628, at Page 28, records of Santa Fe County, New Mexico,

with mortgage covenants.

This mortgage secures the performance of mortgagor's covenants with mortgagee under that certain Donation Agreement of even date herewith, including mortgagor's agreement to donate the interest in real property described above to mortgagee on the terms and conditions of that agreement, and mortgagor's covenant not to allow any lien or encumbrance to attach to the interest in real property described above. The value of the obligations hereby secured is stipulated and agreed to be the fair value of the interest in real property described above, which mortgagee may bid in lieu of cash at upon foreclosure of this mortgage and sale of the property described above. This mortgage is upon the statutory mortgage condition for the breach of which it is subject to foreclosure as provided by law. The amount specified for property insurance as provided in the statutory mortgage condition is: none. If this mortgage is

foreclosed, the redemption period after judicial sale shall be one month in lieu of nine months.

WITNESS my hand and seal this____ day of December, 2008.

_____
Guthrie Miller

STATE OF NEW MEXICO)
) ss:
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me this _____ day of December, 2008, by Guthrie Miller, a single man.

_____
Notary Public

My commission expires:

SUPPLEMENT TO AGREEMENT FOR GIFT OF REAL PROPERTY

This is a Supplement to the Agreement for Gift of Real Property (the "Agreement") between **GUTHRIE MILLER**, a single person ("Donor"), and the **SANTA FE MONTHLY MEETING OF THE RELIGIOUS SOCIETY OF FRIENDS (QUAKERS)**, a New Mexico unincorporated association ("Meeting"), and the **SANTA FE MONTHLY MEETING OF THE RELIGIOUS SOCIETY OF FRIENDS (QUAKERS) TITLE-HOLDING TRUST** ("Trust"), dated December, 2008, concerning Donor's gift to the Trust for the benefit of the Meeting of an undivided fifty-five percent interest in the tract of land at the northeast corner of the intersection of Old Pecos Trail and Camino Lejo, Santa Fe, New Mexico, which consists of approximately 1.534 acres and is described as Lot 115W-B, as shown on the plat of survey by Paul A. Armijo titled "Lot Line Adjustment Survey Plat prepared for Guthrie Miller," recorded in Plat Book 628, at Page 28, records of Santa Fe County, New Mexico (the "Property").

It is agreed as follows:

1. The parties entered into and performed the Agreement with the mutual understanding and expectation that:

   A. The parties would be able to obtain the agreement of the owners of premises adjacent to or abutting the Property not to enforce certain restrictive covenants contained in the deed recorded Book 156, at Page 205, records of Santa Fe County, New Mexico, so that the Property can be used for the purposes set out in the Agreement and in Donor's deed to the Trust; and

   B. Donor's gift of the Property would qualify as a tax-deductible contribution by Donor, with a deductible value of at least $_____.

2. The parties' understandings and expectations set out in paragraph 1, above, were mutual and material to and of the essence of Donor's contribution and the Trust's and the Meeting's acceptance of the contribution.

3. If either party determines that there is no reasonable expectation that parties will be able to obtain the agreement of the owners of premises adjacent to or abutting the Property not to enforce certain restrictive covenants contained in the deed

recorded Book 156, at Page 205, records of Santa Fe County, New Mexico, so that the Property can be used for the purposes set out in the Agreement and in Donor's deed to the Trust, or that there is no reasonable expectation that Donor's gift of the Property would qualify as a tax-deductible contribution by Donor, with a deductible value of at least the amount set out in paragraph 1, and notifies the other party in writing on or before March 31, 2009, of that determination and the basis for that determination, then on the request of either party the Donation Agreement and all transactions done under it shall be rescinded on the ground of mutual mistake of material fact, the parties will release their respective mortgages on the on the Property, and the Trust will reconvey the Property to Donor, and the parties shall have no further obligations to each other.

4. The dispute resolution provisions of the Agreement shall also applt to this Supplemental Agreement and are incorporated herein by reference.

IN WITNESS WHEREOF, the parties have executed this Supplemental Agreement the _____ day of December, 2008.

_____
GUTHRIE MILLER

SANTA FE MONTHLY MEETING OF THE RELIGIOUS SOCIETY OF FRIENDS (QUAKERS) TITLE-HOLDING TRUST

By _____
Jennifer Wellington White
Trustee

By _____
Marguerite Keans
Trustee

By _____
Robert S. Gaines
Trustee

SANTA FE MONTHLY MEETING OF THE RELIGIOUS SOCIETY OF FRIENDS (QUAKERS)

By _____
Jennifer Wellington White
Clerk of the Meeting

By _____
Marguerite Kearns
Recording Clerk
of the Meeting

By _____
Robert S. Gaines
Treasurer of the Meeting