

STRUGAR CONSERVATION SERVICES

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**Seller Registration to Transfer New Mexico Tax Credits
Through Strugar Conservation Services**
(closings by December 31, 2008)

Please note that if you are registering to transfer credits for a 2008 donation that has not yet occurred, include the anticipated closing date, provide all currently available information, and enter "not available" where applicable.

Seller Information

Name(s): _____

(Please be sure to include names of all donors of the conservation easement interest.)

Address: _____

Phone: _____

Fax: _____

E-mail: _____

Social security numbers of donor
(or federal identification # if donor is an entity):

Conservation Easement Information

Date easement donation closed/executed: _____

Anticipated closing date if NOT yet closed: _____

Date easement recorded: _____

Effective date of appraisal: _____

Appraised value of the donated portion of the easement: _____

Name of appraiser: _____

Appraiser phone number: _____

Holder of the Easement

Recipient/holder of conservation easement: _____

Contact person: _____

Phone: _____

Tax Credit Information

Total credit claimed through donation: _____

Dollar amount of tax credit you wish to transfer for 2008: _____

Documentation needed

Please forward the following information along with your registration. If you do not yet have all documentation, please forward what is currently available. For items not yet available, please note when you anticipate their availability.

_____ **Copy of the recorded conservation easement.** This means a copy which has the recording information attached to it. If you have not yet received such a copy, you may contact the title company that closed the transaction, your attorney (if applicable) or the land trust holding the easement for assistance in obtaining such a copy.

_____ **Full copy of the qualified appraisal (and any related updates) for the donated conservation easement.** A black and white copy is sufficient.

_____ **Copy of form 8283** demonstrating the value of the donation. Please be sure that the form has been signed by both the appraiser and the holder of the conservation easement.

_____ **Copy of a *current* Title Commitment OR *current* Title Insurance Policy.** The Title Commitment or Title Insurance Policy must be effective within 60 days of the recordation date of the easement.

_____ **Copy of a “mineral remoteness” letter.** This is required *only* if the the donor does not own the mineral rights to the property.

_____ **Copy of Subordination Agreement(s).** This is required only if the property is subject to a mortgage, deed of trust or similar lien.

_____ **Copy of the baseline report.** Please be sure the document has been signed by the donor and the donee organization.

_____ **Copy of your New Mexico Credit Certificatoin Documentation.** This only applies if you have already begun the process of seeking certification of your credits with the New Mexico Energy Minerals and Natural Resources Department.

BY EXECUTING THIS REGISTRATION FORM I AM AGREEING TO THE FOLLOWING:

1. The purpose of this Registration is to allow Strugar Conservation Services (“SCS”) to begin the processes involved in facilitating the sale of some or all of my New Mexico Conservation Easement Tax Credit (“Credit”), and to place my Credits in the queue for potential sale during the 2008 calendar year. As part of that process SCS will be assisting me in structuring my easement transactions so that the resulting Credits can be sold. This included assisting with the process of obtaining Certification of the Credits from applicable New Mexico governmental agencies. I specifically acknowledge that such assistance, together with any review or approval of my documents by SCS (either before or after the donation of my easement) does not in any way guarantee that I will ultimately receive any specific tax benefits from my easement donation, nor does it assure that Credit buyers will accept my Credits as marketable. In return for the assistance provided by SCS, I agree that I will allow SCS the first opportunity to facilitate the sale of whatever portion of my Credits I decide to sell. At the time of a proposed sale I will be informed of the price that I will be offered, and such price will be net of a facilitation fee payable to SCS. If SCS does procure a buyer for my Credits, and I decline to sell them to such buyer, I will pay to SCS, to compensate it for the assistance that it provided, a cancellation fee in the amount of 3% of the dollar amount of Credits that I later sell through any other means. Any such cancellation fee will be payable upon the ultimate sale of the Credits involved.
2. When I proceed with the sale of my Credit, I acknowledge that I will be required to sign an agreement and other documents with the Buyer whereby I will guarantee that the Credit is valid, and indemnify the Buyer if the Credit is not valid. I recognize that SCS may choose to not match my Credit with a Buyer because SCS believes, in its sole discretion that my conservation easement donation may not qualify for Credits.
3. I give permission to copy all of the documents supplied with this Registration, and to distribute them to any parties involved with this transaction. Additionally, I hereby give permission to the appraiser of the above referenced appraisal to supply the entire appraisal to any parties involved with this transaction, and I give permission to the recipient of the conservation easement to supply all background information related to the conservation easement to any parties involved with this transaction.
4. I acknowledge that SCS will attempt to match my Credits with a Buyer, and that the earliest registrants in SCS will generally be given priority in matching. I further acknowledge, however, that SCS may match Buyers and Sellers based on other priorities, such as a match of the size of the Credits, or a match pre-identified by a Buyer or Seller when they came to SCS. Finally, I acknowledge that it may not be possible to match my Credits with a Buyer this year, in which case I will simply retain the un-transferred Credits.
5. I acknowledge that Strugar Conservation Services, LLC, and that it and its officers, agents and representatives are operating SCS solely to further their own goals (including the desire to promote land conservation), and are not acting as my agent, fiduciary or representative. I further acknowledge that I have been advised to seek my own tax, legal and other professional advice for matters related to this transaction, and that I am not relying on any representations or statements by SCS or its representatives, except as may be made in writing.

Signed:

_____ **Date** _____

_____ **Date** _____

Print Name(s)
