

Participant Contract for the Generation of Credits between Department of Conservation and Natural Resources, Directors Office and _____

This Agreement for the generation of Credits (“**Contract**”), effective this ___ day of _____, _____ (the “**Effective Date**”), is by and between the Department of Conservation and Natural Resources, Director’s Office (“**Administrator**”), and _____ (“**Participant**”). The Administrator and Participant are sometimes collectively referred to as the “**Parties**.”

RECITALS

WHEREAS, the Nevada Conservation Credit System (“**Conservation Credit System**”) was created to establish the process for securing Credits to facilitate the conservation of greater sage-grouse habitat, using consistent and standardized means for determining Credit values and centralized management and monitoring capabilities so as to maximize efficiencies and economies of scale;

WHEREAS, Participant intends to produce or sell Credits by enrolling land (the “**Project Area**”) in the Conservation Credit System to restore, enhance, or preserve habitat for the greater sage-grouse as described in the Management Plan (the “**Management Plan**”) attached hereto as Attachment 1 and incorporated by reference herein; and

WHEREAS, the goal of the Conservation Credit System is for impacts from anthropogenic disturbances to be offset by enhancement and protection that results in a net benefit for greater sage-grouse habitat in the State of Nevada;

NOW, THEREFORE, in consideration of the foregoing recitals and other mutual covenants and conditions contained herein, the Parties hereby agree as follows:

AGREEMENT

1. Defined Terms. Unless otherwise defined herein, capitalized terms have the meaning assigned in the Conservation Credit System Manual.
 - (a) “Credits” are a quantifiable unit of a greater sage-grouse habitat conservation value which serves as the currency in the Credit System. A credit is a measure of the difference between credit baseline functional acres (see Functional Acre definition) and post-project functional acres multiplied by a mitigation ratio. Credits are consistently quantified and traded, and secured by contract requirements, a project-specific Management Plan and financial assurances.
 - (b) “Conservation Credit System” is an innovative solution to greater sage-grouse habitat protection that ensures habitat impacts from anthropogenic disturbances are fully compensated by long-term enhancement and protection of habitat that result

in a net benefit for the species, while allowing appropriate anthropogenic disturbances that are vital to the Nevada economy and the Nevada way of life.

- (c) “Habitat Quantification Tool” refers to a method, user guide and calculator used to measure habitat conditions relevant to greater sage-grouse, and which determined the credits generated from this Credit Project. New versions of the Habitat Quantification Tool are released periodically, typically annually, as a result of a continual improvement process. This Credit Project used and fully complies with version ____ of the Habitat Quantification Tool, and all references to the Habitat Quantification Tool in this Contract refer to the aforementioned version.
- (d) “Intentional Reversal” occurs when a Credit Project does not persist for the full, required duration for any reason other than Force Majeure or Competing Land Uses.
- (e) “Management Actions” are Stewardship and restoration of a site in order to generate credits.
- (f) “Manual” refers to the Conservation Credit System Manual, which contains the policies and provisions necessary to understand and participate in the Conservation Credit System. New versions of the Manual are released periodically, typically annually, as a result of a continual improvement process. This Credit Project complies with the policies and provisions detailed within version _____ of the Conservation Credit System Manual, and all references to the Manual in this Contract refer to the aforementioned version.
- (g) “Participating Property” is the legal boundary of one or more parcels of which at least a portion (the “Project Area”) is enrolled in the Conservation Credit System.
- (h) “Performance Standards” are Management Actions and habitat function described in a credit project’s Management Plan that defined credit project expectations including requirements for credit releases.
- (i) “Project Area” is the defined area or areas within the Participating Property where Credits are quantified.
- (j) “Unintentional Reversal” occurs when a Credit Project does not persist for the full, required duration due to Force Majeure or Competing Land Uses. Unintentional Reversal does not include, among other things, death or incapacitation of any person, the sale of the underlying land, or bankruptcy.
- (k) “Verifier” is a person that conducts site visits to assess the accuracy of credit and debit calculations. Verifiers must be trained and certified by the Administrator and must meet qualifications established by the Oversight Committee.

2. The Contract Period. Unless sooner terminated as provided herein, this Contract shall be effective from the Effective Date until _____ years from effective date of this Contract.
3. Participant(s) Representations. By signing below, Participant represents that Participant is legally authorized to enroll the Project Area in the Conservation Credit System.
 - (a) Participant owns or is authorized to bind the Project Area to implement the proposed Management Actions, subject to applicable state, local, and federal law, and wishes to produce, register, or sell Credits in the Conservation Credit System.
 - (b) Participant has met all necessary requirements for participation in the Conservation Credit System based on minimum eligibility criteria established by the Manual.
 - (c) Participant has provided documentation demonstrating legal ownership or the authorization to bind the legal owner of the Participating Property.
4. Identification of Other Property Commitments. In the attached Management Plan, Participant has disclosed to the Administrator which, if any, areas of the Project Area (1) are covered by easements or other property restrictions; (2) are currently, or have previously been, enrolled in a federal, state, or local program for which Participant or the Participating Property owner has received funds to support conservation of the Project Area's land, water, or wildlife; (3) are currently, or have previously been, enrolled in an agreement to manage species such as a Candidate Conservation Agreement or Candidate Conservation Agreement with Assurances; or (4) have known cultural, historical, archeological, or Native American resources. In addition, Participant has disclosed to the Administrator any ownership or lease of any mineral interest or any executed surface use agreement associated with the Project Area or Participating Property. Participant acknowledges that in some cases, existing or historical property commitments may limit or disqualify Participant from receiving Credits for that Project Area. Specific Credit site eligibility guidelines are outlined in the Manual.
5. Summary of Water Rights. In the attached Management Plan, Participant has provided documentation to the Administrator describing ownership and use of water rights that pertain to the Project Area and that may impact the functional habitat of the Project Area over the life of the Contract Period.
6. Financial Assurances. The Administrator and Participant have defined below the financial assurances required to ensure there are sufficient funds for long-term management and monitoring of the Project Area over the Contract Period and the use of such funds to address Unintentional Reversals. The Parties have also defined a process and financial assurances for replacing Credits that have been sold or otherwise applied to offset Debits but become invalidated due to Intentional Reversal.
 - (a) Financial Assurance for Long-term Management and Monitoring. The Financial Assurance for Long-term Management and Monitoring is primarily intended to ensure that Participant has sufficient financial resources to conduct regular

management and monitoring of the Project Area over the Contract Period. In accordance with Section 12 of this Contract, it may also be used by Participant to conduct remedial actions due to an Unintentional Reversal or by the Administrator to replace Credits in the case of Credit Project failure due to Unintentional Reversal of Credits that have been sold or otherwise applied to offset Debits. Administrator and Participant have defined financial assurances sufficient to (1) cover all anticipated costs associated with management and annual qualitative monitoring of the Project Area for the duration of this Contract Period and (2) ensure contingency funds are available to address periodic costs that are likely to occur.

- (1) The Financial Assurance for Long-term Management and Monitoring of the Project Area will be agreed upon by the Parties and established within 45 days on which the last of the Parties signs this Participant Contract. The Financial Assurances will be issued in U.S. dollars by a North American institution, and the entity, instrument, term, and amount shall be included as Attachment 2 to this Contract. However, maintenance and monitoring of the Project Area are the fiscal responsibility of the Participant if the funds established in the Financial Assurance instrument are depleted prior to the end of this Contract.
- (2) The starting principal or total amount of the Financial Assurance for Long-term Management and Monitoring is \$_____. This amount was determined based on the financial assurance information attached to this Contract as Attachment 2, consisting of the financial assurance cost calculator, which comprises of a spreadsheet and instructions that show all of the tasks (including management and monitoring, and credit verification in accordance with the terms of Section 7 of this Contract); task descriptions; labor (hours); cost, frequency, and timing/scheduling of the tasks; the total annual funding necessary for each task; considering inflation and interest if applicable; and any associated assumptions for each task required by the Management Plan for the Project Area. The total annual expenses include, but are not limited to, administration, contingency, and capital costs.
- (3) Participant may withdraw a maximum of \$_____ annually from the Financial Assurance for Long-term Management and Monitoring over the Contract Period. If a Participant desires to withdraw a greater amount of funds from the Financial Assurance for Long-term Management and Monitoring, written permission from the Administrator is required. Participant may withdraw all funds remaining in the Financial Assurance for Long-term Management Monitoring, including any accrued interest, at the end of the Credit Project's Contract Period.
- (4) The Administrator shall have access to the Financial Assurance Fund for Long-term Management and Monitoring in the case of default of this Contract by the Participant or Credit Project failure due to an Intentional or

Unintentional Reversal to carry out Administrator remedies included in this Contract, in accordance with the terms of Section 12 of this Contract.

- (b) Process and Financial Assurance for Intentional Reversal. The Administrator and Participant agree to a process for, or agree to the Administrator using the financial assurance to cover the costs of replacing Credits that have been sold or otherwise applied to offset Debits due to Intentional Reversal. The purpose of such replacement process and financial assurance is to ensure the replacement of Credits if, at any point during the Contract Period, Credit Project failure as a result of Intentional Reversal is determined.
- (1) In the event of an Intentional Reversal of Credits that have been sold or otherwise applied to offset Debits, Participant will have the following options:
- a. Replace the Credits that were invalidated with other Credits owned by Participant that have not been sold or otherwise applied to offset Debits, either from the same Project Area or from another project area owned or controlled by Participant.
 - b. Replace the Credits that were invalidated with other Credits obtained by Participant from other credit developers.
 - c. Contract with another landowner to develop Credits to replace the Credits that were invalidated. Prior to pursuing this option, Participant must reach an agreement with Administrator regarding how to address any interim shortfall while the replacement Credits are being developed.
 - d. Develop a Remedial Action Plan to Remediate the Credits, which must be approved by the Administrator and shall be an amendment to this Contract and the Management Plan. Participant will directly pay for the costs of implementing the Remedial Action Plan. Prior to pursuing this option, Participant must reach an agreement with Administrator regarding how to address any interim shortfall while the Credits are being Remediated.
 - e. Pay a financial penalty to the Administrator equal to the amount required for the Administrator to obtain the least expensive Credits available to fully offset the remaining duration of the Debits that had been offset by the Credits that were subject to Intentional Reversal. In the event that the only available Credits are of a duration that exceeds the remaining Debit duration, the excess Credit duration will be available to Participant for its own use or for sale to offset other Debits. If no Credits are available for the Administrator to purchase at the time of the Intentional Reversal, the Administrator

will engage in a competitive bidding process to procure the least expensive Credits possible. Prior to purchasing any Credits, the Administrator will provide Participant with notice of the proposed purchase to allow Participant an opportunity to pursue another option under Section 6.b.1 of this Contract, if the Participant so desires.

- (2) If Participant selects one of the options identified in Sections 6.b.1.a, 6.b.2.b, 6.b.2.c, and 6.b.1.d of this Contract to address an Intentional Reversal, it will pay the Administrator an administrative fee of \$10,000. If Participant selects option identified in Section 6.b.1.e to address an Intentional Reversal, it will pay the Administrator an administrative fee of \$20,000.
- (3) Participant will inform the Administrator of which option in Section 6.b.1 that they intend to pursue within 30 calendar days of being formally notified of the Intentional Reversal per Section 13 of this Contract.
- (4) The requirements of Section 6.b no longer apply after the end of the Credit Project's Contract Period or to Credits that are invalidated but have not been sold or otherwise applied to offset Debits.

7. Credit Monitoring and Verification

- (1) Participant will annually submit a Self-Monitoring Report to the Administrator per the terms of the Management Plan except for years in which a third-party verification is conducted.
- (2) Participant's Credit Project requires verification using a third-party Verifier prior to the release of anticipated Credits generated from the Credit Project and every fifteenth year thereafter through the life of the Credit Project, unless new technology permits, and the Sagebrush Ecosystem Council approves, greater frequencies for verification that will not exceed the total amount provided for in the financial assurances specific to verification costs.
- (3) Participant may select the Verifier from the list of Verifiers approved by the Administrator and contract directly with the Verifier with the concurrence of the Administrator.
- (4) The third-party verification must demonstrate that the Project Area (or relevant portion thereof) meets or exceeds site-specific performance measures, based on an evaluation of the Management Plan, field data, and the Habitat Quantification Tool, while also accounting for climate variability.

- (5) Participant may withdraw a maximum of \$_____ from the Financial Assurance for Long-term Management and Monitoring every fifteenth year through the life of the Credit Project to contract with and fund third-party verification of the Credit Project, unless new technology permits, and the SEC approves, greater frequencies for verification that will not exceed the total amount provided for in the financial assurances specific to verification costs.

8. Participant's Obligations. During the Contract period, Participant shall:

- (a) Manage the Project Area in accordance with the attached Management Plan.
- (b) Fund and execute required Management Actions at the frequency and timing defined in the Management Plan.
- (c) Fund, conduct, and report Project Area annual qualitative monitoring as described in the Management Plan and according to the Annual Self-Monitoring Protocol.
- (d) Secure financial assurances in accordance with the requirements outlined in Section 6.a of this Contract. Submit documentation regarding proof of these financial assurances to the Administrator within 45 calendar days of this Contract.
- (e) Comply with all Participant obligations under the Management Plan.

9. Administrator's Obligations. During the Contract period, the Administrator shall:

- (a) Ensure that the versions of all tools and forms (including the Habitat Quantification Tool) used to define Participant obligations in this Contract and the Management Plan are available.
- (b) Ensure Participant's compliance with this Contract, including confirming that all required and proper financial assurances are in place.
- (c) Ensure that the Project Area is verified according to the verification requirements described in the Manual.
- (d) Confirm Credit scores and release Credits to Participant according to the Credit Release schedule, upon approval that all relevant requirements are met.
- (e) Comply with all of the Administrator's other obligations in Manual.

10. Grant of Project Area Access and Confidentiality.

- (a) Participant agrees to grant the Administrator or the Administrator's agent reasonable access to the Project Area for monitoring, including periodic spot checks and audits. All information gathered by the Administrator as part of monitoring will

be at the Administrator's expense, shared with Participant, and treated as confidential in accordance with this Contract, the Conservation Credit System Manual, and any associated nondisclosure agreements.

- (b) The Administrator's or the Administrators' agent's access to the Project Area is at his or her own risk. The Administrator and the Administrator's agent(s) will not enter the Project Area without first making arrangements with and receiving authorization from Participant. Participant makes no representation as to the safety or lack of hazards on the property. The Administrator acknowledges that certain activities in the Project Area may have unknown hazards and risks that can result in injury or property damage to the persons involved in these activities. During all phases of work, the Administrator commits to the use of generally accepted risk-management practices, including identification of potential known hazards with Participant before accessing Project Area.

11. Credit Project Failure. Participant must notify the Administrator as soon as possible and not later than 30 days following the occurrence of an event that may cause a finding of Credit Project failure. The Administrator may determine there has been a Credit Project failure if:

- (a) Participant fails to comply with any Participant obligations under this Contract;
- (b) Proceedings are commenced by or against Participant in any court under a bankruptcy act or for the appointment of a trustee or a receiver of any or all of the Project Area;
- (c) Participant makes a general assignment for the benefit of creditors;
- (d) Participant ownership of, or right to possess and use, any or all of the Project Area is acquired by any other person or entity without that other person or entity becoming bound by this Contract; or
- (e) The Administrator determines that site-specific performance measures for the pertinent Credit Release are not maintained based on an evaluation of the Management Plan, field data, and the Habitat Quantification Tool. When evaluating whether site-specific performance measures have been maintained and the potential for Credit Project failure, the Administrator will take into account natural climate variability and will work with Participant to consider whether adaptive management measures can be implemented to salvage a Credit Project prior to concluding there has been a Credit Project failure.
- (f) The Administrator determines that Participant has failed to execute the required Management Actions according to the terms and conditions of execution as defined in the Management Plan.

12. Liability and Remediation for Credit Project Failure

(a) Unintentional Reversal.

- (1) Following a finding by the Administrator (or the Sagebrush Ecosystem Council, if the issue is elevated by Participant under Section 13.b.3 of this Contract) of Credit Project failure as a result of Unintentional Reversal, the Administrator may withdraw Credits from the Reserve Account to cover any invalidated Credits at no cost to Participant. Administrator and Participant shall discuss whether to continue with the Credit Project.
- (2) If the entire Project Area is affected by the Unintentional Reversal, and if either or both Parties choose not to Remediate the Project Area, Participant has the option to cancel this Contract without penalties and retain the ability to re-enroll the Project Area at a later time. The Administrator's right to cancel this Contract is addressed in Sections 12.a.4, 12.b.2, and 16 of this Contract. If the Participant cancels this Contract, the Participant relinquishes the right to withdraw funds from the Financial Assurance for Management and Monitoring that is proportional to the number of Credits that were invalidated. The Administrator shall use the remaining amount of funds in the Financial Assurances Fund for Management and Monitoring to purchase Credits proportional to the number of Credits that were invalidated and that were sold or otherwise applied to offset Debits from a different Project Area.
- (3) If the Parties agree to fully or partially Remediate the Project Area (or the portion of the Project Area affected by the Credit Project failure), Participant, in coordination with the Administrator, must initiate development of a Remedial Action Plan as an amendment to this Contract and the Management Plan within 30 days following identification of Credit Project failure. The Remedial Action Plan must be completed within 120 days following identification of Credit Project failure, unless the Parties mutually agree to an extension. Funds remaining in the Financial Assurances Fund for Management and Monitoring may be used to pay for activities in the remedial action plan. If the Parties agree not to Remediate a portion of the credits are recoverable Credits, and those Credits have been sold or otherwise applied to offset Debits, the Administrator may use funds remaining in the Financial Assurance Fund for Management and Monitoring to purchase credits from a different property to make up the deficit.
- (4) If all or a portion of the Project Area is affected by the Unintentional Reversal and if conditions on the Project Area have not improved by, or continue to deteriorate for, three growing seasons after the date that the Parties agreed to the Remedial Action Plan, then the Administrator may elect to revisit the decision to continue the Credit Project. Participant will

provide, at a minimum, annual progress reports on the implementation of the Remedial Action Plan. If the Administrator decides to cancel this Contract, the payment provisions in Section 12.a.2 of this Contract apply.

- (b) Intentional Reversal. The Administrator must provide Participant with notice of a proposed finding of Intentional Reversal in accordance with Section 13 of this Contract.
 - (1) Following a finding by the Administrator (or the Sagebrush Ecosystem Council, if the issue is elevated by Participant under Section 13.b.3 of this Contract) of Credit Project failure as a result of Intentional Reversal, the provisions of Section 6.b of this Contract apply.
 - (2) If the Intentional Reversal causes all map units to be indirectly affected by the anthropogenic disturbance, or less than 100 Credits will remain associated with the Credit Project after the anthropogenic disturbance, then the Administrator may elect to terminate this Contract in accordance with Section 16 of this Contract.

13. Administrator's Responsibilities and Remedies in the Event of Credit Project Failure.

- (a) Notification of potential Credit Project failure. If, at any time for which a Project Area is enrolled in the Conservation Credit System, the Administrator identifies events or activities that may lead to a finding of Credit Project failure (whether due to Intentional Reversal or Unintentional Reversal), the Administrator will notify Participant, in writing by certified mail and electronic communications. The Administrator shall provide this notice to Participant within 30 days of becoming aware of the event or activity. The notice will identify whether the Administrator believes the potential Credit Project failure will constitute an Intentional Reversal or Unintentional Reversal.
 - (1) Participant has 90 days from the time the Administrator sends Participant notification of the possibility of Credit Project failure to work with the Administrator to identify whether there are actions that may be taken to prevent Credit Project failure, or to identify proposed remedial actions and a timeline within which to complete remedial actions if a finding of Credit Project failure is unavoidable.
 - (2) Any remedial actions agreed upon, in writing, by the Parties shall amend this Contract and attached Management Plan.
- (b) Notification of Credit Project failure. The Administrator may make a finding of Credit Project failure at any time after the 90-day period following the notification to Participant under Section 13.a of the potential for Credit Project failure. The Administrator shall provide this notice to Participant within 30 days of making the Credit Project failure finding.

- (1) The notice will identify whether the Administrator believes the Credit Project failure is an Intentional Reversal or Unintentional Reversal and will provide Participant with reasonable opportunity to provide evidence to rebut the finding.
- (2) If the Administrator concludes there was an Intentional Reversal, but Participant asserts that the Credit Project failure was a result of Unintentional Reversal, then the Participant must prove that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that Participant substantially fulfilled all non-excused obligations, and that the Administrator was timely notified of the likelihood or actual occurrence of an event described in this section. The Administrator may require Participant to provide necessary information.
- (3) If Participant and Administrator continue to disagree as to whether there has been a Credit Project failure or the determination of whether it was an Intentional or Unintentional Reversal, Participant may elevate the dispute to the Sagebrush Ecosystem Council, which will provide Participant and Administrator an opportunity to present information relevant to the issue and the Sagebrush Ecosystem Council will issue a final determination.
- (4) If the Administrator (or, if elevated by Participant, the Sagebrush Ecosystem Council) concludes there has been an Unintentional Reversal, the provisions of Section 12.a of this Contract apply.
- (5) If the Administrator (or, if elevated by Participant, the Sagebrush Ecosystem Council) concludes there has been an Intentional Reversal, the provisions of Section 12.b of this Contract apply.

14. Administrator's Default. Administrator must notify Participant as soon as possible and not later than 30 days following the occurrence of an event that may have caused the Administrator to be in default. If the Participant independently asserts that the Administrator is in default, Administrator must respond to that assertion within 30 days of its receipt. Administrator shall be in default if

- (a) Administrator fails to comply with any of Administrator's obligations under this Contract;
- (b) Proceedings are commenced by or against Administrator in any court under a bankruptcy act or for the appointment of a trustee or a receiver of any or all of Administrator's property; or
- (c) Administrator makes a general assignment for the benefit of creditors.

15. Participant(s)'s Remedies. If Administrator is in default and cannot or does not cure that default within 90 days of Participant having received notice of that default by certified mail from the Administrator, Participant may, as Participant sole and exclusive right and remedy, terminate this Contract, and demand and receive access to all Financial Assurances associated with this Contract.
16. Termination by Administrator. If the purpose of this Contract (meaning the intention to generate Credits on the Project Area) is defeated in whole or in part (including, without limitation, due to Credit Project failure), Administrator may terminate this Contract by giving notice of that termination to the Participant 90 days prior to the effective date of the termination and contingent upon the other provisions of this Contract.
17. Termination by Participant. Except as provided under Section 15 of this Contract, Participant may only terminate this Contract by giving notice of termination to the Administrator 90 days prior to the effective date of the termination. Participant shall compensate the Administrator by following the provisions specified in Section 6.b for all Credits that have been sold or otherwise applied to offset Debits.
18. Reenrolling. If Participant terminates this Contract (including due to Credit Project failure) but wishes to reenroll the same Project Area in the Conservation Credit System, the Parties will follow the process for enrollment at that time.
19. Management Plan May Change. All Parties acknowledge that the Management Plan may be amended during the Contract Period upon mutual written agreement of all Parties.
20. Transfer and Replacement. Any transfer of responsibility under this Contract or the Management Plan to a different participant will require approval from the Parties and will be incorporated into this Contract and the Management Plan as an amendment.
21. Costs and Attorney's Fees. In the event that legal action is required to enforce the terms and conditions of this Contract, the Parties shall bear their own legal costs.
22. Restriction on Land Use. Once expired, or terminated, this Contract is not intended to impose any restrictions on use of the Project Area.
23. Application of the Endangered Species Act. Apart from this Contract, Participant may have obligations as to the Project Area under the Endangered Species Act. This Contract is not intended to, and shall not, eliminate or reduce any of those obligations in any manner or to any extent.
24. Confidentiality. Participant agrees that all information provided to the state is a public record unless it is made confidential by law. Participant will clearly label any information that is confidential, including the authority under which the information is made confidential. The Administrator may not divulge information labeled confidential by Participant except as provided by this Contract and the Manual. If a request for the information is received, the Administrator will refuse to release the information and will

notify the Participant of the request. Participant is responsible for defending the confidentiality of the information, and the Administrator may participate, in any action seeking disclosure of the information.

- 25. Binding of Heirs, Assigns. This Contract shall be binding on the Parties hereto, their heirs, successors, assigns, purchasers, and transferees.
- 26. Entire Contract; Amendment. This Contract contains the entire agreement between the Parties. It supersedes any and all prior agreements, contracts, arrangements, or understandings between the Parties on all subjects in any way related to the transaction or occurrence described in this Contract. No oral understandings, statements, promises, or inducements exist contrary to, or inconsistent with, the terms of this Contract. This Contract is subject to modification, waiver, or addition, only by means of a writing signed by the Parties.
- 27. Governing Law. This Contract is governed by the law of the State of Nevada and applicable federal law. Exclusive venue for any action brought under this Contract shall be in any county in which the Participating Property and Project Area is located.
- 28. Authorized Representative. The individuals signing below indicate that they are duly authorized to execute this Contract in the name, and on behalf, of the respective Party for the purposes and consideration expressed in this Contract. All Parties attest that to the best of their ability the information provided is both accurate and complete.

[Authorized Signatory for the Administrator]

Date: _____

Printed Name

[Authorized Signatory for the Participant]

Date: _____

Printed Name

[Authorized Signatory for the Participating Property Owner, if different from Participant]
Acknowledges the execution of this Contract and commits to allow the Property to be managed in a way consistent with the terms of this contract.

Printed Name

Attachment 1

Transaction Summary

Credit Developer Information		Credit Buyer Information	
Credit Developer Name		Credit Buyer Name	
Mailing Address		Mailing Address	
Telephone		Telephone	
Email		Email	

Credit Developer agrees to allocate Buyer _____ (____) ____-year term credits and _____ (_____) permanent credits to partially or completely fulfill Buyer mitigation requirements.
 The table below summarizes credits purchased and associated costs.

_____-year Term Credits							
Credit Project Name	Debit Project Name	Total Credits Purchased /Sold	Credit Beginning Date	Credit Ending Date	Serial Numbers for Credits Purchased/Sold	Cost per Credit *Optional	Total Cost *Optional
Map Units:					Acres Conserved:		

Permanent Credits						
Credit Project Name	Debit Project Name	Total Credits Purchased/ Sold	Credit Beginning Date	Serial Numbers for Credits Purchased/Sold	Cost per Credit *Optional	Total Cost *Optional
Map Units:				Acres Conserved:		

Attachment 2
Management Plan

Attachment 3

Financial Assurance Information

Attachment 4

Credit Purchase Form