

EXHIBIT C

Credits

Credit Establishment and Tracking

Credit Transfer Agreement

Credit Ledgers

Exhibit C – Credit Establishment and Tracking

Credit Types

The ILF Program offers two credit types: (1) Aquatic Resource Credits; and (2) Vernal Pool Credits. Aquatic Resource Credits broadly cover impacts to Riverine, Lacustrine, and Palustrine wetlands, other Waters of the US, Waters of the State, and other aquatic resources including threatened or endangered anadromous fish. Vernal Pool Credits specifically cover impacts to Vernal Pool wetlands.

Aquatic Resource Credits and Vernal Pool Credits are generally defined as one acre of establishment or restoration, or are calculated as a percent adjustment in pre-and post- restoration CRAM evaluation and projected scores related to wetland enhancement activities. When Aquatic Resource Credits are utilized for anadromous fish impacts, credits for restoration will generally be designated as one acre of restored, enhanced, or preserved habitat for spawning, rearing, or fish passage, or improvement to biotic features (e.g., Shaded Riverine Aquatic habitat) which influence factors such as water temperature or food production. Credit transactions for anadromous fish impacts will be noted on the Credit Ledger.

Credits may also be allocated for the preservation of existing Waters of the U.S. or Waters of the State if all the following criteria are met: 1) the resource provides important physical, chemical, or biological functions, 2) the resource contributes significantly to the ecological sustainability of the watershed, 3) the IRT determines the preserving the resources are practicable and appropriate, 4) the preservation action removes a threat of destruction or adverse modification, and 5) the preserved site will be permanently protected. In addition, the ILF Program envisions that ILF Projects may benefit fish and wildlife species, such as through the preservation of habitat resources or individual threatened or endangered species. Fish and wildlife agencies may join as parties to this Instrument to allow credits under the ILF Program to serve as compensation for impacts to species under their regulatory jurisdiction.

Aquatic Resource Credits

Wetland features within the ILF Program Area are generally defined through a combined use of the Cowardian system and hydrogeomorphic designations. The Cowardian system has five classification systems (Riverine, Lacustrine, Palustrine, Estuarine, and Marine) with extensive modifying descriptors which allow for hundreds of distinct habitat categorizations. This form of classification is valuable for evaluating and tracking impacts on a project by project basis to generate equivalent compensation. However, consistent with the 2008 Rule, this ILF Program is a regional planning tool focused on implementing ILF Projects based on the highest priority restoration or preservation needs by and through the Compensation Planning Framework. Aquatic Resource Credits will be applied to restore, enhance, create, or in certain cases preserve any form of palustrine, lacustrine, and riverine wetlands, and other waters (excluding vernal pools), within individual River System Service Areas. As impacts are compensated based upon the watershed priorities as described in the Compensation Planning Framework (**Exhibit D**) using the project evaluation criteria (**Exhibit E**), segregating credit types for wetland impacts is not necessary for

the ILF Program. Therefore, Aquatic Resource Credits can fully compensate for all non-vernal pool wetlands in the Service Area.

Recovery efforts for anadromous fish in California's Central Valley is well defined in the California Central Valley Salmon and Steelhead Recovery Plan (2011). This ILF Program incorporates the recovery objectives and actions into the Compensation Planning Framework. As such, Aquatic Resource Credits are appropriate to compensate for impacts to anadromous fish and their habitat within the ILF Program Area.

Vernal Pool Credits

Vernal Pool Credits will compensate for impacts to vernal pools (Palustrine non-persistent emergent wetlands). Vernal pools are addressed as a distinct component of the ILF Program because of the unprecedented historic loss of vernal pools in the ILF Program Area, the ongoing high threat level, and the significant ecological correlation between vernal pools and a high number of state and federally listed threatened and endangered species. Vernal Pool Credits address the uniquely critical need for this wetland type and will be applied to restore vernal pools within individual Vernal Pool Service Areas consistent with the goals and objectives of the USFWS Vernal Pool Recovery Plan.

Credit Amounts

The ILF Program proposes to establish 12 Vernal Pool Service Areas and 17 River System Service Areas, each of which will be allocated a baseline number of Advance Credits. The number of Advance Credits is based upon: (1) an evaluation of permitting and mitigation trends using USACE permitting data from the ORM Database, existing ILF tracking data, and guidance on future infrastructure needs from public agencies; and (2) minimum financial thresholds from the Sale and Pre-Transfer Sale of Advance Credits to ensure sufficient funds are collected to develop and implement ecologically meaningful and logistically feasible ILF Projects.

Aquatic Resource Credits

In order to undertake large and ecologically meaningful ILF Projects to produce Released Aquatic Resource Credits with economies of scale, a sufficient number of Advance Credits must be sold in order to secure opportunities on landscapes large enough to implement such mitigation. As such, the allocation of Advance Credits for each Service Area reflects a projected mitigation demand that is based on historic permitting data. The amount of Advance Credits estimated to meet needs based on historic permitting data is based on multiplying an average annual mitigation requirement by seven years. The seven-year amount is based on three years to implement mitigation from the first Credit Sale or Pre-Transfer Sale, plus an additional four years to allow for the construction and first year's performance standard releases to generate a sufficient amount of Released Credits to recharge the available Advance Credit balance.

Each Service Area has been categorized as high volume or low volume based on an evaluation of the historic permitting data, specifically ORM data from 2007 to 2012. High

volume Service Areas are those in which the historic average mitigation required was equal to or greater than 5 acres per year. Low volume Service Areas are those in which the historic average mitigation required was less than 5 acres per year; in general, the average was equal to or less than 2 acres per year. High volume Service Areas are allocated 35 Advance Credits (5 credits [average] multiplied by 7 years), whereas low volume Service Areas will be allocated 14 Advance Credits (2 credits [average] multiplied by 7 years). Low volume Service Areas require this minimum in part based on a threshold cost to implement a viable project, as well as the need to have a sufficiently large project or projects to generate enough Released Credits to have viable return of credit inventory on an annual basis. A listing of the number of Advance Credits allocated to each Service Area is listed in Table 1 below.

Table 1. Allocation of Advance Aquatic Resource Credits by Service Area

| Low Volume Service Area | Advance Credits | High Volume Service Area | Advance Credits |
|-------------------------|-----------------|--------------------------|-----------------|
| Bear/Yuba | 14 | American | 35 |
| Carson/Walker Basin | 14 | Cache/Putah | 35 |
| Kaweah/Tule | 14 | Calaveras/Stanislaus | 35 |
| Kern | 14 | Cosumnes/Mokelumne | 35 |
| Kings | 14 | Feather | 35 |
| Merced/Tuolumne | 14 | Red Bluff | 35 |
| Modoc | 14 | Redding | 35 |
| Pit River Basin | 14 | | |
| San Joaquin | 14 | | |
| Tahoe | 14 | | |

Vernal Pool Credits

Vernal pool features tend to be disbursed on the landscape, and project applicants often have adequate project flexibility to avoid and minimize most impacts to these features. As such, impacts to vernal pools are anticipated at a significantly lower acreage than other wetland types. Currently, there is limited quantifiable information on the extent of vernal pool impacts, as the ORM database does not expressly differentiate between vernal pools and other more common forms of persistent emergent depressional wetlands. Thus, mitigation needs for Vernal Pool Credits are anecdotal and are based on bank credit sales in RIBITs and the in-lieu fees collected under the Sacramento District Wetlands Conservation Fund for impacts under nationwide permits. Impacts per project tend to be less than one acre in size, although large infrastructure projects may result in larger impact amounts. Therefore, a much lower number of Vernal Pool Advance Credits is appropriate per Service Area. In addition, vernal pool creation or restoration benefits from an economy of scale in implementation, but opportunities on large landscapes are very difficult and expensive to secure. Accordingly targeted, small scale restoration is anticipated for vernal pool features.

There are several vernal pool regions which only partially occur within the ILF Program Area; these partial regions form small Vernal Pool Service Areas which may have limited impacts and, therefore, a limited need for Vernal Pool Credits. Conversely, there are several large vernal pool regions mostly or fully contained within the ILF Program Area which occur within high-potential

future development areas. However, many of these vernal pool regions, including the Northeastern Sacramento Valley, Southeastern Sacramento Valley, and Solano-Colusa have mitigation banks with vernal pool creation credits to serve some component of future impacts.

Due to the variability and unpredictability of future impacts within each of the vernal pool regions, and the rarity of these wetland resources, the Vernal Pool Service Areas are all anticipated to have mitigation needs equivalent to the low volume Service Area described for Aquatic Resource Credits. Therefore, a total of 14 Advance Credits will be allocation to each Vernal Pool Service Area. This restricted amount reflects the limited number of vernal pool impacts that are anticipated within each Service Area, which allows for and encourages rapid implementation of targeted restoration projects and generation of Released Credits.

Unallocated Program Area Advance Credits

The ILF Program is intended to serve a diversity of mitigation needs that are not entirely predictable and may from time to time involve the large demands of large-scale regional planning or infrastructure projects that are permitted under a variety of permits or approvals issued by the IRT Members or a large Pre-Transfer Sale. The USACE ORM data revealed that these types of projects could require in the range of 15 to 50 mitigation credits for a single project. Within one or more service areas, more than one large infrastructure project could occur within the seven-year life span of projects; if three large projects, such as that largest seen in the ORM data, were to occur within that seven-year period, then 150 credits could be needed to meet the mitigation requirements created by those projects. The number of Advance Credits in any one Service Area could be insufficient to meet these unpredictable and possibly large mitigation needs, or a single large infrastructure project could end up depleting the available inventory of Advance Credits in applicable Service Area(s) for several years until Released Credits are generated. To address this possibility, a separate category of 150 Unallocated Program Area Advance Credits will be established. An initial allocation of 50 Unallocated Program Area Advance Credits will be available for Sale or Pre-Transfer Sale by the Program Sponsor upon the Execution Date. The Sale or Pre-Transfer Sale of the remaining 100 Unallocated Program Area Advance Credits may be made by the Program Sponsor with the consent of the IRT on a case-by-case basis to address large-scale projects, such as energy and infrastructure projects, that may occur within the Program Area and that are determined by the applicable IRT Member(s) providing permits for such projects to be eligible to purchase Credits from the ILF Program, or for a large Pre-Transfer Sale. ILF Project(s) to Fulfill these Unallocated Program Area Advance Credits will be implemented in the Service Area(s) where the relevant impacts occur. ILF Projects may draw funding from both the applicable Service Area Sub-Account and the Unallocated Program Area Sub-Account, and Released Credits will be allocated proportionately to serve as Fulfilled Credits. Advance, Released, and Fulfilled Credits associated with Unallocated Program Area Advance Credits will be tracked in a separate ledger.

Credits Releases

The ILF Program will be issued the full amount of Advance Credits for each Service Area (and for the Unallocated Program Area tranche) upon execution of the ILF Program Instrument. The Sponsor's Sale or Pre-Transfer Sale of these Advance Credits will generate funds necessary to pay

for the actual development and implementation of ILF Projects. Upon reaching milestones associated with the development and implementation of an ILF Project within a Service Area, released credits (“Released Credits”) will be generated in accordance with the applicable credit release schedule developed in the Project Development Plan. The Released Credits will retire the mitigation obligations associated with the Advance Credits to which the Released Credits correspond.

For example, upon the IRT’s certification that a Program-funded Project has successfully created 5 Aquatic Resource Credits, these will be deemed “Released Credits.” The 5 Released Credits will retire the mitigation obligation of 5 transferred Advance Aquatic Resources Credits. Five new Advance Credits will be available for Sale or Pre-Transfer Sale.

Released Credits will be generated through a process of Project development and implementation that meets the requirements of the 2008 Rule. A detailed Project Development Plan, developed using current IRT template document as applicable, will be prepared for each ILF Project to ensure consistency and compliance with the 2008 Rule.

Any Released Credits generated by a Project in excess of the amount necessary for fulfillment of the Advance Credit obligations associated with that Project may be sold by the Program Sponsor, and the proceeds from such Sale need not be deposited into the Service Area-specific Sub-Account since there is no mitigation obligation on the Advance Credits associated with that Service Area. Instead, fifty percent (50%) of the proceeds from such Sale will be deposited into the Program Contingency Sub-Account as a Contingency Amount to be used for contingencies as described in Exhibit F. The other fifty percent (50%) of the proceeds from such Sale will be collected by the Program Sponsor as an Administrative Fee Amount as described in Exhibit F.

Credit Transactions and Tracking

As stated in Section IV.C. of the Instrument, the Sale of Credits will be effectuated through a Credit Transfer Agreement (“Credit Transfer Agreement”), the template for which is provided as **Attachment A-1**. The Credit Transfer Agreement template in Attachment A-1 sets forth the general framework and fundamental legal elements of a Credit Transfer Agreement for the Sale of Credits for permitted Impacts requiring Compensatory Mitigation. A Pre-Transfer Sale will be effectuated through a Pre-Transfer Credit Sale Agreement (“Pre-Transfer Credit Sale Agreement”), the template for which is provided as **Attachment A-2** (which is specifically for and limited to the California Department of Transportation). The Pre-Transfer Credit Sale Agreement template sets forth the general framework and fundamental legal elements of a Pre-Transfer Credit Sale Agreement for the Pre-Transfer Sale of Credits and potential subsequent Transfer of such Credits. Both of the templates may be modified as appropriate to address the specifics of an individual transaction, so long as such modifications do not change the material legal obligations reflected in the applicable template; no such modifications shall be deemed a modification or amendment to the Instrument requiring the written approval of the Parties under Section VII.B. of the Instrument. In addition to recording the details of each mitigation transaction in the Credit Transfer Agreement or Pre-Transfer Credit Sale Agreement, a detailed Credit Ledger will be kept for each Service Area and the ILF Program as a whole. A Sale or Pre-Transfer Sale of Advance Credits will be tracked in the Credit Ledger with a corresponding date, permit number (if applicable), mitigation requirement (if applicable), habitat classification of the impacted habitat

acreage (if applicable), location (if applicable), funds collected, and any other information required by the 2008 Rule. A sample Credit Ledger is provided as **Attachment B**. As ILF Projects are approved within a Service Area, the Credit Ledger will track Released Credits independent from Advance Credits, the allocating and assignment of Released Credits to fulfill Advance Credits, and Credit availability. The availability for Transfer of Credits purchased through a Pre-Transfer Sale will be tracked in a Pre-Transfer Sale Credit Subledger. A sample Pre-Transfer Sale Credit Subledger is provided as **Attachment C**.

A Geographic Information System (GIS) Database will be developed incorporating relevant information from the Credit Ledger to geographically depict patterns associated with impacts by location, size, or type, and compensatory mitigation provided by Projects. If technically and financially feasible this GIS Database will be developed to link or interact with pre-existing regulatory wetland and mitigation databases such as Wetlands Tracker, RIBITs, and ORM.

ATTACHMENT A-1

Credit Transfer Agreement Template

SACRAMENTO DISTRICT CALIFORNIA IN-LIEU FEE PROGRAM

CREDIT TRANSFER AGREEMENT

Contract #: 000XX

This Credit Transfer Agreement (“Agreement”) is entered into this ___ day of _____, 20___, by and between THE NATIONAL FISH AND WILDLIFE FOUNDATION (“Program Sponsor”) and PURCHASER’S NAME (“Purchaser”), jointly referred to as the “Parties,” as follows:

RECITALS

A. The Program Sponsor developed the Sacramento District California In-Lieu Fee Program (“ILF Program”) covering the geographic area within the jurisdictional limits of the U.S. Army Corps of Engineers, Sacramento District within California; and

B. The ILF Program was approved through execution of the ILF Program Instrument by the Sacramento District of the U.S. Army Corps of Engineers (“USACE”), Region IX of the U.S. Environmental Protection Agency (“USEPA”), the National Oceanic and Atmospheric Administration’s National Marine Fisheries Service (“NMFS”), the State Water Resources Control Board (“State Water Board”), the Central Valley Regional Water Quality Control Board (“Central Valley Water Board”), and the Lahontan Regional Water Quality Control Board (“Lahontan Water Board”) (jointly referred to as “Agencies”) on October 10, 2014, (as the same has been amended from time to time, the “Instrument”), and the ILF Program is currently in good standing with the Agencies; and

C. The ILF Program has received approval from the Agencies to offer Aquatic Resource Credits and Vernal Pool Credits pursuant to the Instrument, as compensation for impacts to aquatic resources regulated by the Agencies; and

D. Purchaser is seeking to implement the PROJECT NAME project in CITY NAME, COUNTY NAME County, California, in accordance with Nationwide Permit Number NWP NUMBER and special conditions, as set forth in a USACE (PERMIT NUMBER) letter to the PURCHASER’S NAME, dated USACE LETTER DATE, (“PERMIT NUMBER Letter”), which authorized PROJECT DESCRIPTION. Specifically, the Purchaser seeks to compensate for the loss of IMPACTS DESCRIPTION by purchasing credits from the ILF Program in accordance with such letter, as described in Exhibit “A” attached hereto; and

E. Purchaser has been authorized by the PERMIT NUMBER Letter referenced in paragraph D above to purchase NUMBER OF CREDITS AUTHORIZED AQUATIC RESOURCE OR VERNAL POOL Credits from the ILF Program in the SERVICE AREA NAME Watershed Service Area, which the Program Sponsor has available for purchase in minimum increments of one hundredth; and

F. Given the facts stated in paragraph E above, Purchaser desires to purchase from the ILF Program and the Program Sponsor desires to transfer to Purchaser LONG-FORM NUMBER OF CREDITS TRANSFERRED (NUMBER OF CREDITS TRANSFERRED) AQUATIC RESOURCE OR VERNAL POOL Credit in the SERVICE AREA NAME Watershed Service Area.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The Program Sponsor hereby agrees to transfer to Purchaser from the ILF Program LONG-FORM NUMBER OF CREDITS TRANSFERRED (NUMBER OF CREDITS TRANSFERRED)

AQUATIC RESOURCE OR VERNAL POOL Credit in the SERVICE AREA NAME Watershed Service Area (“Purchased Credits”) for the purchase price of LONG-FORM AMOUNT dollars (\$AMOUNT) (“Purchase Price”). This Agreement is expressly conditioned upon the Program Sponsor’s receipt of the Purchase Price for said Purchased Credits, in accordance with this Agreement.

2. The sale and transfer of the Purchased Credits is not intended as a sale or transfer to Purchaser of a security, license, lease, easement, or possessory or non-possessory interest in real property, nor the granting of any interest in any of the foregoing.

3. Purchaser shall have no obligation or right whatsoever by reason of the purchase of the Purchased Credits, to support, pay for, monitor, report on, sustain, continue in perpetuity, or otherwise be obligated, informed, or liable for the success or continued expense or maintenance in perpetuity of the Purchased Credits transferred, or the ILF Program. The Program Sponsor shall be fully and completely responsible for satisfying any and all conditions placed on the Purchased Credits transferred and the ILF Program.

4. The Purchased Credits sold and transferred to Purchaser shall be non-transferable, non-assignable, non-returnable, and shall not be used as compensatory mitigation for any other Project or purpose, except as set forth herein.

5. Purchaser must pay and deliver the Purchase Price to the Program Sponsor by check or wire transfer (in accordance with written instructions provided to Purchaser from Program Sponsor) within sixty (60) days of the date of execution of this Agreement. If the Purchase Price is not received by Program Sponsor within such 60-day period, then at any time thereafter Program Sponsor may, unless and until the Purchase Price is received and accepted by Program Sponsor, terminate this Agreement at will by providing no less than three (3) days’ advance written notice to Purchaser of Program Sponsor’s intention to so terminate.

6. Upon receipt of the Purchase Price, (a) transfer of the Purchased Credits shall be effectuated and evidenced by Program Sponsor’s delivery to Purchaser of an executed bill of sale (“Bill of Sale”) in substantially the form attached hereto and marked Exhibit “B” and (b) Program Sponsor’s receipt of the Purchase Price shall be confirmed and evidenced by Program Sponsor’s delivery to Purchaser of a completed payment receipt (“Payment Receipt”) in substantially the form attached hereto and marked Exhibit “C.”

7. After delivering the Bill of Sale and Payment Receipt in accordance with Section 6 above, the Program Sponsor shall submit to the Agencies, final, executed copies of: (a) this Agreement; (b) the Bill of Sale; (c) the Payment Receipt; and (d) an updated Credit Ledger (as defined under the Instrument) reflecting the transfer of the Purchased Credits to the Purchaser.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

PROGRAM SPONSOR:
National Fish and Wildlife Foundation

By: _____
Timothy J. DiCintio, Senior Vice President, IDEA

Date: _____

PURCHASER:
PURCHASER NAME

By: _____ Date: _____

Exhibit "A"

DESCRIPTION OF PROJECT

REQUIRING COMPENSATORY MITIGATION

Department of the Army, U.S. Army Corps of Engineers, Sacramento District (PERMIT NUMBER) letter to PURCHASER NAME, dated USACE LETTER DATE, ("PERMIT NUMBER Letter"), authorized the PROJECT NAME project in CITY NAME, COUNTY NAME County, California, an PROJECT DESCRIPTION, and requires the purchase of "NUMBER OF CREDITS AUTHORIZED AQUATIC RESOURCE OR VERNAL POOL credits from the National Fish and Wildlife Foundation's (NFWF) Sacramento District California In-Lieu Fee Program for the SERVICE AREA NAME Watershed Service Area" to mitigate for the IMPACTS DESCRIPTION.

Exhibit "B"

**SACRAMENTO DISTRICT CALIFORNIA IN-LIEU FEE PROGRAM
BILL OF SALE**

Contract # 0000X

In consideration of the sum of LONG-FORM AMOUNT dollars (\$AMOUNT), receipt of which is hereby acknowledged, the National Fish and Wildlife Foundation ("Program Sponsor") does hereby sell and transfer to PURCHASER NAME ("Purchaser") LONG-FORM NUMBER OF CREDITS TRANSFERRED (NUMBER OF CREDITS TRANSFERRED) AQUATIC RESOURCE OR VERNAL POOL Credit in the SERVICE AREA NAME Watershed Service Area of the Sacramento District California In-Lieu Fee Program ("ILF Program"), which was approved through execution of the ILF Program Instrument ("Instrument") by the Sacramento District of the U.S. Army Corps of Engineers ("USACE"), Region IX of the U.S. Environmental Protection Agency ("USEPA"), the National Oceanic and Atmospheric Administration's National Marine Fisheries Service ("NMFS"), the State Water Resources Control Board ("State Board"), the Central Valley Regional Water Quality Control Board ("Central Valley Water Board"), and the Lahontan Regional Water Quality Control Board ("Lahontan Water Board") (jointly referred to as "Agencies").

Program Sponsor represents and warrants that the ILF Program is in good standing with the Agencies and has available the specified number of LONG-FORM NUMBER OF CREDITS TRANSFERRED (NUMBER OF CREDITS TRANSFERRED) AQUATIC RESOURCE OR VERNAL POOL Credit in the SERVICE AREA NAME Watershed Service Area to transfer to the Purchaser.

Program Sponsor also represents and warrants to the Purchaser that it has all right, title, and interest in the Credits necessary to transfer them to the Purchaser.

DATED: _____

National Fish and Wildlife Foundation, Program Sponsor

By: _____
Timothy J. DiCintio, Senior Vice President, IDEA

Exhibit "C"
SACRAMENTO DISTRICT CALIFORNIA IN-LIEU FEE PROGRAM
Payment Receipt

PURCHASER INFORMATION

Name: PURCHASER NAME
Address: PURCHASER ADDRESS
Telephone: PURCHASER TELEPHONE
Contact: PURCHASER CONTACT

PROJECT INFORMATION

Project Description: Mitigation for IMPACTS DESCRIPTION as required by USACE PERMIT NUMBER letter to PURCHASER NAME, dated USACE LETTER DATE, ("PERMIT NUMBER Letter"), for the PROJECT NAME project in CITY NAME, COUNTY NAME County, California, to PROJECT DESCRIPTION.

Project Location: Section X, Township X, Range X, Mount Diablo Base and Meridian, Latitude X°, Longitude X° (from USACE PERMIT NUMBER), CITY NAME, COUNTY NAME County, California

Agency File Numbers: USACE PERMIT NUMBER

Credits Transferred: LONG-FORM NUMBER OF CREDITS TRANSFERRED (NUMBER OF CREDITS TRANSFERRED) AQUATIC RESOURCE OR VERNAL POOL Credit to mitigate for IMPACTS DESCRIPTION.

ILF Program Service Area: SERVICE AREA NAME Watershed Service Area

PAYMENT INFORMATION

Payee: National Fish and Wildlife Foundation

Payor: PURCHASER NAME

Amount: LONG-FORM AMOUNT dollars (\$AMOUNT)

Method of payment: Electronic Funds Transfer _____ Check No. _____ Money Order No. _____

Received by: _____ Date: _____
(Signature)

Name: Timothy J. DiCintio Title: Senior Vice President, IDEA

ATTACHMENT A-2

Caltrans Pre-Transfer Credit Sale Agreement Template

(Only for California Department of Transportation)

SACRAMENTO DISTRICT CALIFORNIA IN-LIEU FEE PROGRAM

PRE-TRANSFER CREDIT SALE AGREEMENT

Contract #: 000XX

This Pre-Transfer Credit Sale Agreement (“Agreement”) is entered into this _____ day of _____, 2020, by and between THE NATIONAL FISH AND WILDLIFE FOUNDATION (“Program Sponsor”) and the CALIFORNIA DEPARTMENT OF TRANSPORTATION (“Purchaser”), jointly referred to as the “Parties,” as follows:

RECITALS

A. The Program Sponsor developed the Sacramento District California In-Lieu Fee Program (“ILF Program”) covering the geographic area within the jurisdictional limits of the U.S. Army Corps of Engineers, Sacramento District within California; and

B. The ILF Program was approved through execution of the ILF Program Instrument by the Sacramento District of the U.S. Army Corps of Engineers (“USACE”), Region IX of the U.S. Environmental Protection Agency (“USEPA”), the National Oceanic and Atmospheric Administration’s National Marine Fisheries Service (“NMFS”), the State Water Resources Control Board (“State Water Board”), the Central Valley Regional Water Quality Control Board (“Central Valley Water Board”), and the Lahontan Regional Water Quality Control Board (“Lahontan Water Board”) (jointly referred to as “Agencies”) on October 10, 2014, (as the same has been amended from time to time, the “Instrument”), and the ILF Program is currently in good standing with the Agencies; and

C. The ILF Program has received approval from the Agencies to offer Aquatic Resource Credits and Vernal Pool Credits (together, “Credits”) pursuant to the Instrument, as compensation for impacts to aquatic resources regulated by the Agencies; and

D. Periodically since the ILF Program’s inception in 2014, Purchaser has used the ILF Program as a method to compensate for aquatic resource impacts of Purchaser’s projects for which Purchaser has received a permit or authorization from one or more of the applicable Agencies. In those instances, the applicable permit or authorization has authorized Purchaser’s purchase of a specified number of Credits from the ILF Program to compensate for such impacts; and

E. However, with respect to the purchase by Purchaser of “Pre-Transfer Sale Credits” (as defined below) contemplated under this Agreement, Purchaser does not currently possess a permit or authorization from any of the applicable Agencies for any particular project or activity that allows or requires a purchase of Credits as a means of satisfying a compensatory mitigation obligation of Purchaser. Instead, Purchaser, at its sole option, is seeking to purchase Pre-Transfer Credits under the ILF Program prior to the issuance of an applicable permit or authorization by one or more Agencies for potential future use by 1) Purchaser for its transportation improvement projects in the California State Highway Operation and Protection Program (“SHOPP”) or in the California State Transportation Improvement Program (“STIP”) or 2) a transportation agency that Purchaser has agreed in writing to authorize to use such Pre-Transfer Sale Credits pursuant to California Streets and Highways Code section 800, *et seq.*, for transportation improvement projects in the STIP. In either case, the objective of Purchaser is to acquire Pre-Transfer Sale Credits in advance of the issuance of a permit or other approval authorizing a transportation project that impacts aquatic resources, which Pre-Transfer Sale Credits would then be available for potential use in the future to compensate for specific impacts to aquatic resources under an

applicable permit or authorization, if one is issued by any of the applicable Agencies, in the exercise of its discretion, for any such project in the future; and

F. Given the facts stated in paragraph E above, Purchaser desires to purchase from the ILF Program and the Program Sponsor desires to sell to Purchaser [LONG-FORM NUMBER OF PRE-TRANSFER SALE CREDITS] [(NUMBER OF PRE-TRANSFER SALE CREDITS)] [AQUATIC RESOURCE OR VERNAL POOL] [Pre-Transfer Sale Credit] [Pre-Transfer Sale Credits] in the [SERVICE AREA NAME] Watershed Service Area, which Program Sponsor has available for purchase in minimum increments of one hundredth, for potential future use to fulfill required compensatory mitigation associated with permitted impacts of transportation improvement projects 1) in the SHOPP or STIP by Purchaser; or 2) in the STIP by a transportation agency that Purchaser has agreed in writing to authorize to use pursuant to California Streets and Highways Code section 800, *et seq.*, if and when a permit or authorization for such transportation improvement project is obtained from any of the applicable Agencies, which permit or authorization (i) requires compensatory mitigation for impacts to aquatic resources; and (ii) authorizes or requires the use of Credits from the ILF Program to compensate for such impacts;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The Program Sponsor hereby agrees to effectuate a Pre-Transfer Sale to Purchaser from the ILF Program [LONG-FORM NUMBER OF PRE-TRANSFER CREDITS] [(NUMBER OF PRE-TRANSFER SALE CREDITS)] [AQUATIC RESOURCE OR VERNAL POOL] [Pre-Transfer Sale Credit] [Pre-Transfer Sale Credits] in the [SERVICE AREA NAME] Watershed Service Area (“Pre-Transfer Sale Credits”) for the purchase price of [LONG-FORM AMOUNT] Dollars (\$[AMOUNT]) (“Purchase Price”). This Agreement is expressly conditioned upon the Program Sponsor’s receipt of the Purchase Price for said Pre-Transfer Sale Credits, in accordance with this Agreement.

2. The Pre-Transfer Sale of the Credits is not intended as a sale or transfer to Purchaser or any other entity of a security, license, lease, easement, or possessory or non-possessory interest in real property, nor the granting of any interest in any of the foregoing.

3. Purchaser shall have no obligation or right whatsoever by reason of the purchase of the Pre-Transfer Sale Credits, to support, pay for, monitor, report on, sustain, continue for any term or in perpetuity, or otherwise be obligated, informed, or liable for the success or continued expense or maintenance in perpetuity of the Pre-Transfer Sale Credits purchased, or the ILF Program. The Program Sponsor shall be fully and completely responsible for satisfying any and all conditions placed on the Pre-Transfer Sale Credits and the ILF Program under the Instrument.

4. The Pre-Transfer Sale Credits purchased by Purchaser may only be Transferred for compensatory mitigation for 1) Purchaser’s transportation improvement projects in the SHOPP or STIP; and 2) transportation agency transportation improvement projects in the STIP if Purchaser authorizes the Transfer for such use pursuant to California Streets and Highways Code section 800, *et seq.*, and in both cases, only if and to the extent Credits from the ILF Program are authorized or required by an applicable Agency pursuant to a permit or authorization, as may be issued in the future.

5. The Pre-Transfer Sale Credits purchased by Purchaser shall be non-returnable. In addition, such Pre-Transfer Sale Credits shall be non-transferable and non-assignable once Transferred for the purposes described in Section 4 above in accordance with the process set forth in Sections 10, 11, and 12 below.

6. Purchaser must pay and deliver the Purchase Price to the Program Sponsor by check or wire transfer (in accordance with written instructions provided to Purchaser from Program Sponsor) within sixty (60) days of the date of execution of this Agreement. If the Purchase Price is not received by Program Sponsor within such 60-day period, then at any time thereafter Program Sponsor may, unless and until the Purchase Price is received and accepted by Program Sponsor, terminate this Agreement at will by providing no less than three (3) days' advance written notice to Purchaser of Program Sponsor's intention to so terminate.

7. Upon receipt of the Purchase Price, (a) purchase of the Pre-Transfer Sale Credits shall be effectuated and evidenced by Program Sponsor's delivery to Purchaser of an executed bill of sale ("Bill of Pre-Transfer Sale") in substantially the form attached hereto and marked Exhibit "A" and (b) Program Sponsor's receipt of the Purchase Price shall be confirmed and evidenced by Program Sponsor's delivery to Purchaser of a completed payment receipt ("Payment Receipt") in substantially the form attached hereto and marked Exhibit "B."

8. After delivering the Bill of Pre-Transfer Sale and Payment Receipt in accordance with Section 7 above, the Program Sponsor shall submit to the Agencies, final, executed copies of: (a) this Agreement; (b) the Bill of Pre-Transfer Sale; (c) the Payment Receipt; (d) an updated Credit Ledger reflecting the purchase of the Pre-Transfer Sale Credits by the Purchaser; and (e) a Pre-Transfer Sale Credit Subledger (as defined under the Instrument) reflecting the Pre-Transfer Sale Credits available for Transfer as described in Section 4 above and used in accordance with Sections 10, 11, and 12 below.

9. Program Sponsor represents and warrants that it has full and complete right, title and interest to the Pre-Transfer Sale Credits; that no other party has any claim, lien, encumbrance, right, title or other interest to the Pre-Transfer Sale Credits; and that it has the right, title, interest and authority to sell its full and complete right, title and interest in the Pre-Transfer Sale Credits to Purchaser.

10. If and when, after purchase of the Pre-Transfer Sale Credits, Purchaser or an applicable transportation agency authorized by Purchaser to use Pre-Transfer Sale Credits receives a permit or authorization from an applicable Agency for a transportation improvement project that authorizes or requires the use of Credits from the ILF Program, the Pre-Transfer Sale Credits (or any portion thereof no smaller than one-hundredth of a Credit) may be Transferred to compensate for Purchaser's impacts to aquatic resources or a transportation agency's impacts to aquatic resources and Purchaser elects to Transfer (or authorize the Transfer for an applicable transportation agency's use of) the Pre-Transfer Sale Credits for such purposes, then Purchaser shall notify Program Sponsor in writing of its election to Transfer all or a specified portion of the Pre-Transfer Sale Credits to satisfy the applicable compensatory mitigation obligation.

a. Such written notification shall be provided to Program Sponsor using a "Caltrans Pre-Transfer Sale Credit Transfer Authorization Form" in substantially the form attached hereto and marked Exhibit "C" and shall include the applicable permits/authorizations issued by the applicable Agencies, which permits/authorizations shall specify the quantity of Credits in the applicable Aquatic Resource or Vernal Pool Service Area authorized or required as compensatory mitigation for the applicable transportation project.

b. Purchaser's written notification shall constitute its definitive election to irrevocably use or allow the Program Sponsor to irrevocably Transfer the applicable Pre-Transfer Sale Credits to an applicable transportation agency.

c. The Transfer to Purchaser or an applicable transportation agency of such Pre-Transfer Sale Credits, as documented in the applicable Caltrans Pre-Transfer Sale Credit Transfer

Authorization Form, shall be deemed final and irrevocable; no portion of any Pre-Transfer Sale Credits Transferred to Purchaser or an applicable transportation agency as documented in a Caltrans Pre-Transfer Sale Credit Transfer Authorization Form shall be returnable to Program Sponsor.

11. After Program Sponsor receives an executed Caltrans Pre-Transfer Sale Credit Transfer Authorization Form, Program Sponsor will 1) sign the form acknowledging its receipt; 2) update the Pre-Transfer Sale Credit Subledger (as defined under the Instrument) noting the use of the authorized Pre-Transfer Sale Credits; 3) upload the required information from the Pre-Transfer Sale Credit Subledger to RIBITS; and 4) submit a copy of the acknowledged and executed Pre-Transfer Sale Credit Transfer Authorization Form, and updated Pre-Transfer Sale Credit Subledger to the Agencies. The updated Pre-Transfer Sale Credit Subledger shall show the balance of Pre-Transfer Sale Credits, if any, that remains available for future Transfer to Purchaser (or to an applicable transportation agency, as authorized by Purchaser).

12. Program Sponsor shall provide Purchaser with written confirmation that (a) Program Sponsor received and acknowledged Purchaser's executed Caltrans Pre-Transfer Sale Credit Transfer Authorization Form pertaining to the applicable Pre-Transfer Sale Credits by providing Purchaser with a copy of the acknowledged Caltrans Pre-Transfer Sale Credit Transfer Authorization Form, and (b) such Pre-Transfer Sale Credits were Transferred as authorized, by providing Purchaser with a copy of the updated Pre-Transfer Sale Credit Subledger.

13. Purchaser and Program Sponsor agree and acknowledge that the legal responsibility for the applicable compensatory mitigation obligation under the applicable permit or authorization arises only on and after the date upon which such permit or authorization is issued, and therefore that such legal responsibility under the permit or authorization shall transfer to Program Sponsor only on and after the date on which Program Sponsor submits a copy of the updated Pre-Transfer Sale Credit Subledger to the Agencies in accordance with Section 11 above.

14. Purchaser and Program Sponsor agree and acknowledge that notwithstanding Section 13 above, Program Sponsor will, immediately after its receipt of the funds comprising the Purchase Price, commence management, obligation, and expenditure of such funds in accordance with the terms of the Instrument.

15. Purchaser and Program Sponsor agree and acknowledge that under the terms of the Instrument, if a Closure notice is provided pursuant to Section IV.D.2.a. of the Instrument, and on the date of such Closure notice, there are in existence any Credits that were purchased pursuant to a Pre-Transfer Credit Sale Agreement that remain not Transferred, then in such event Closure shall not occur until the following have occurred: a) a period of not less than twelve (12) months has elapsed since the date of such Closure notice, during which period Program Sponsor and the IRT agree to use reasonable efforts to identify a new Program sponsor to replace Program Sponsor under an amended Instrument signed by the IRT that allows the Program to remain in operation for the purpose of Transferring such Credits and fulfilling Program Sponsor's obligations under this Instrument associated with the Transfer of such Credits, including notifying the Purchaser and obtaining from purchaser any proposal(s) it may choose to submit for a new Program sponsor and; and b) no such new Program sponsor has been identified as of the end of such 12-month period. Any such Credits may be Transferred in the period prior to the time of Closure. Any such Credits remaining not Transferred at the time of Closure shall, as of the date of Closure and thereafter, not be available for Transfer.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

PROGRAM SPONSOR:
National Fish and Wildlife Foundation

By: _____ Date: _____
Timothy J. DiCintio, Senior Vice President, IDEA

PURCHASER:
California Department of Transportation

By: _____ Date: _____

Exhibit "A"

**SACRAMENTO DISTRICT CALIFORNIA IN-LIEU FEE PROGRAM
BILL OF PRE-TRANSFER SALE**

Contract # 000XX

In consideration of the sum of [LONG-FORM AMOUNT] Dollars (\$[AMOUNT]), receipt of which is hereby acknowledged, the National Fish and Wildlife Foundation ("Program Sponsor") does hereby sell to the California Department of Transportation ("Purchaser") [LONG-FORM NUMBER OF PRE-TRANSFER SALE CREDITS] ([NUMBER OF PRE-TRANSFER SALE CREDITS]) [AQUATIC RESOURCE OR VERNAL POOL] Pre-Transfer Sale Credit in the [SERVICE AREA NAME] Watershed Service Area of the Sacramento District California In-Lieu Fee Program ("ILF Program"), which was approved through execution of the ILF Program Instrument ("Instrument") by the Sacramento District of the U.S. Army Corps of Engineers ("USACE"), Region IX of the U.S. Environmental Protection Agency ("USEPA"), the National Oceanic and Atmospheric Administration's National Marine Fisheries Service ("NMFS"), the State Water Resources Control Board ("State Board"), the Central Valley Regional Water Quality Control Board ("Central Valley Water Board"), and the Lahontan Regional Water Quality Control Board ("Lahontan Water Board") (jointly referred to as "Agencies").

Program Sponsor represents and warrants that the ILF Program is in good standing with the Agencies and has available the specified number of [LONG-FORM NUMBER OF PRE-TRANSFER SALE CREDITS] ([NUMBER OF PRE-TRANSFER SALE CREDITS]) [AQUATIC RESOURCE OR VERNAL POOL] Pre-Transfer Sale Credit in the [SERVICE AREA NAME] Watershed Service Area to sell to the Purchaser.

Program Sponsor also represents and warrants to the Purchaser that it has all right, title, and interest in the Pre-Transfer Sale Credits necessary to sell them to the Purchaser.

DATED: _____

National Fish and Wildlife Foundation, Program Sponsor

By: _____
Timothy J. DiCintio, Senior Vice President, IDEA

Exhibit "B"
SACRAMENTO DISTRICT CALIFORNIA IN-LIEU FEE PROGRAM
Payment Receipt

PURCHASER INFORMATION

Name: California Department of Transportation
Address: 1727 30th Street, MS 65, Sacramento, CA 95816
Telephone: 916-227-6032 or dennis.siebert@dot.ca.gov
Contact: Dennis Siebert

PROJECT INFORMATION

Purchase Description: Potential future compensatory mitigation for impacts to aquatic resources as allowed or required by permits or other authorizations that may be issued by USACE, USEPA, NMFS, State Water Board, Lahontan Water Board, and/or Central Valley Water Board, as applicable, which permit(s) or authorization(s) require or allow the use of Credits from the ILF Program (which include Pre-Transfer Sale Credits) as compensatory mitigation for such impacts.

Pre-Transfer Sale Credits Purchased: [LONG-FORM NUMBER OF PRE-TRANSFER SALE CREDITS] ([NUMBER OF PRE-TRANSFER SALE CREDITS]) [AQUATIC RESOURCE OR VERNAL POOL] Pre-Transfer Sale Credit[s] for potential future use to mitigate for aquatic resources impacts if required or authorized by applicable Agency permits or authorizations.

ILF Program Service Area: [SERVICE AREA NAME] Watershed Service Area

PAYMENT INFORMATION

Payee: National Fish and Wildlife Foundation

Payor: California Department of Transportation

Amount: [LONG-FORM AMOUNT] Dollars (\$[AMOUNT])

Method of payment: Electronic Funds Transfer _____ Check No. _____ Money Order No. _____

Received by: _____ Date: _____
(Signature)

Name: Timothy J. DiCintio Title: Senior Vice President, IDEA

Exhibit "C"
**SACRAMENTO DISTRICT CALIFORNIA IN-LIEU FEE PROGRAM
 PRE-TRANSFER SALE CREDIT TRANSFER AUTHORIZATION FORM**

Fill out all gray areas.

1. CALTRANS DISTRICT CONTACT INFORMATION:

| | |
|---------------|----------------------|
| Contact Name: | <input type="text"/> |
| Address: | <input type="text"/> |
| Phone: | <input type="text"/> |
| Email: | <input type="text"/> |

2. PERMITTED PROJECT INFORMATION:

| | |
|---|----------------------|
| Project Applicant: | <input type="text"/> |
| Project Name: | <input type="text"/> |
| Project Address and County: | <input type="text"/> |
| Project Type (linear, infrastructure, development, etc.): | <input type="text"/> |

3. PERMIT/FILE INFORMATION:

| | | | | |
|---|----------------------|----------------------|-------------------|----------------------|
| <input type="checkbox"/> USACE | Permit/File #: | <input type="text"/> | Permit/File Date: | <input type="text"/> |
| <input type="checkbox"/> NMFS | Permit/File #: | <input type="text"/> | Permit/File Date: | <input type="text"/> |
| <input type="checkbox"/> USEPA | Permit/File #: | <input type="text"/> | Permit/File Date: | <input type="text"/> |
| <input type="checkbox"/> State Water Board | Permit/File #: | <input type="text"/> | Permit/File Date: | <input type="text"/> |
| <input type="checkbox"/> Central Valley Water Board | Permit/File #: | <input type="text"/> | Permit/File Date: | <input type="text"/> |
| <input type="checkbox"/> Lahontan Water Board | Permit/File #: | <input type="text"/> | Permit/File Date: | <input type="text"/> |
| Name(s) of Agency Project Manager(s): | <input type="text"/> | | | |

4. PROVIDE COPIES OF PERMIT DOCUMENTS:

Please submit copies of all permit documents to the National Fish and Wildlife Foundation. Please also submit any letters or other correspondence from the applicable agencies confirming the number and/or location of Pre-Transfer Sale Credits Caltrans is authorizing to Transfer to Caltrans or to another transportation agency for the transportation project.

Continued on next page...

5. PRE-TRANSFER SALE CREDITS TRANSFERRED (Check all that apply):

A. Vernal Pool Service Areas

| | | | |
|--------------------------|-----------------------------|---------------|----------------------|
| <input type="checkbox"/> | Carrizo | # of Credits: | <input type="text"/> |
| <input type="checkbox"/> | Central Coast | # of Credits: | <input type="text"/> |
| <input type="checkbox"/> | Lake-Napa | # of Credits: | <input type="text"/> |
| <input type="checkbox"/> | Livermore | # of Credits: | <input type="text"/> |
| <input type="checkbox"/> | Modoc | # of Credits: | <input type="text"/> |
| <input type="checkbox"/> | NE Sacramento Valley | # of Credits: | <input type="text"/> |
| <input type="checkbox"/> | NW Sacramento Valley | # of Credits: | <input type="text"/> |
| <input type="checkbox"/> | San Joaquin Valley | # of Credits: | <input type="text"/> |
| <input type="checkbox"/> | Solano-Colusa | # of Credits: | <input type="text"/> |
| <input type="checkbox"/> | SE Sacramento Valley | # of Credits: | <input type="text"/> |
| <input type="checkbox"/> | Southern Sierra Foothills | # of Credits: | <input type="text"/> |
| <input type="checkbox"/> | All Other Vernal Pool Areas | # of Credits: | <input type="text"/> |

B. Aquatic Resource Service Areas

| | | | |
|--------------------------|----------------------------|---------------|----------------------|
| <input type="checkbox"/> | American River | # of Credits: | <input type="text"/> |
| <input type="checkbox"/> | Bear/Yuba Rivers | # of Credits: | <input type="text"/> |
| <input type="checkbox"/> | Cache/Putah Rivers | # of Credits: | <input type="text"/> |
| <input type="checkbox"/> | Calaveras/Stanslaus Rivers | # of Credits: | <input type="text"/> |
| <input type="checkbox"/> | Carson/Walker Rivers | # of Credits: | <input type="text"/> |
| <input type="checkbox"/> | Cosumnes/Mokelumne Rivers | # of Credits: | <input type="text"/> |
| <input type="checkbox"/> | Feather River | # of Credits: | <input type="text"/> |
| <input type="checkbox"/> | Kaweah/Tule Rivers | # of Credits: | <input type="text"/> |
| <input type="checkbox"/> | Kern River | # of Credits: | <input type="text"/> |
| <input type="checkbox"/> | Kings River | # of Credits: | <input type="text"/> |
| <input type="checkbox"/> | Merced/Tuolumne Rivers | # of Credits: | <input type="text"/> |
| <input type="checkbox"/> | Modoc | # of Credits: | <input type="text"/> |
| <input type="checkbox"/> | NE Sacramento River | # of Credits: | <input type="text"/> |
| <input type="checkbox"/> | NW Sacramento River | # of Credits: | <input type="text"/> |
| <input type="checkbox"/> | Pit River | # of Credits: | <input type="text"/> |
| <input type="checkbox"/> | San Joaquin River | # of Credits: | <input type="text"/> |
| <input type="checkbox"/> | Tahoe | # of Credits: | <input type="text"/> |

Visit <http://www.nfwf.org/ilf/> for more information about Vernal Pool and Aquatic Resource Service Areas.

6. CALTRANS HEADQUARTERS ADVANCE MITIGATION PROGRAM MANAGER CONTACT INFORMATION AND SIGNATURE:

Contact Name:

Address:

Phone:

Email:

Signature: Date:

7. SUBMIT YOUR PRE-TRANSFER SALE CREDIT TRANSFER AUTHORIZATION FORM AND ASSOCIATED DOCUMENTATION:

Please submit this form and any relevant documents to the National Fish and Wildlife Foundation via Heather.Hoyles@nfwf.org, Christopher.Gurney@nfwf.org, Anne.Butterfield@nfwf.org, and Stephanie.TomCoupe@nfwf.org.

NFWF hereby acknowledges receipt of this Pre-Transfer Sale Credit Transfer Authorization Form and acknowledges the Transfer of such Credits and accepts the legal responsibility for the compensatory mitigation for the impacts of the permitted project identified above.

Received by: _____ Date: _____
(Signature)

Name: Timothy J. DiCintio Title: Senior Vice President, IDEA

ATTACHMENT B

Credit Ledger

AQUATIC RESOURCE SERVICE AREA CREDIT LEDGER – SERVICE AREA

ADVANCE CREDITS

| Total # Advance Credits Allocated to Service Area | # Advance Credits Sold | # Advance Credits Reserved | # Advance Credits Currently Available for Sale |
|---|------------------------|----------------------------|--|
| | | | |

RELEASED CREDITS

| # Released Credits (Approved by IRT) | # Released Credits Used to Fulfill Sold Advance Credits | # Excess Released Credits | # Excess Released Credits Sold | # Excess Released Credits Currently Available for Sale |
|--------------------------------------|---|---------------------------|--------------------------------|--|
| | | | | |

TRANSACTIONS WITHIN SERVICE AREA

Total Funds Received by NFWF in Sale of Credits

| # Sales | Contract # | Purchaser / Project Name | Project Location (Latitude / Longitude) | Permit # / Permit Date | Amount and Classification of Impacted Acreage | Amount of Compensatory Mitigation Required | # Advance Credits Reserved | # Advance Credits Sold | Total Funds Received by NFWF in Sale of Credits | Total Funds for NFWF Administrative Fee | Total Funds Added to Contingency Account | Total Funds for ILF Projects | # Excess Credits Sold | Date of Contract | Date of Applicable Bill of Sale | Date of NFWF Receipt of Funds | Date Uploaded to RIBITS |
|---------------|------------|--------------------------|---|------------------------|---|--|----------------------------|------------------------|---|---|--|------------------------------|-----------------------|------------------|---------------------------------|-------------------------------|-------------------------|
| | | | | | | | | | | | | | | | | | |
| TOTAL: | | | | | | | 0.00 | 0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00 | | | | |

UNALLOCATED PROGRAM AREA CREDIT TRANSACTIONS APPLICABLE TO SERVICE AREA

Total Funds Received by NFWF in Sale of Credits

| # Sales | Contract # | Purchaser / Project Name | Project Location (Latitude / Longitude) | Permit # / Permit Date | Amount and Classification of Impacted Acreage | Amount of Compensatory Mitigation Required | # Advance Credits Reserved | # Advance Credits Sold | Total Funds Received by NFWF in Sale of Credits | Total Funds for NFWF Administrative Fee | Total Funds Added to Contingency Account | Total Funds for ILF Projects | # Excess Credits Sold | Date of Credit Transfer Agreement | Date of Bill of Sale | Date of NFWF Receipt of Funds | Date Uploaded to RIBITS | |
|---------------|------------|--------------------------|---|------------------------|---|--|----------------------------|------------------------|---|---|--|------------------------------|-----------------------|-----------------------------------|----------------------|-------------------------------|-------------------------|--|
| | | | | | | | | | | | | | | | | | | |
| TOTAL: | | | | | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | | | |

ILF PROJECTS WITHIN SERVICE AREA

| # Projects | ILF Project # | ILF Project Name | ILF Project Location (Latitude / Longitude) | # Credits Expected to be Created (via PDP) | IRT Approved Release #1 Development Plan Approval | Release #1 Date of Released Credit Approval by IRT | IRT Approved Release #2 As-built Drawings Approval | Release #2 Date of Released Credit Approval by IRT | IRT Approved Release #3 Year-Two Performance Standards Approval | Release #3 Date of Released Credit Approval by IRT | IRT Approved Release #4 Year-Three Performance Standards Approval | Release #4 Date of Released Credit Approval by IRT | IRT Approved Release #5 Year-Four Performance Standards Approval | Release #5 Date of Released Credit Approval by IRT | IRT Approved Release #6 Year-Five Performance Standards Approval | Release #6 Date of Released Credit Approval by IRT | Total # Released Credits Approved by IRT | |
|------------|---------------|------------------|---|--|---|--|--|--|---|--|---|--|--|--|--|--|--|-------------|
| | | | | | | | | | | | | | | | | | | |
| 0 | | | TOTAL: | 0.00 | | | | | | | | | | | | | | 0.00 |

ATTACHMENT C

Pre-Transfer Sale Credit Subledger

**PRE-TRANSFER SALE CREDIT SUBLEDGER
SERVICE AREA**

PRE-TRANSFER SALE CREDITS PURCHASED PRIOR TO PERMIT ISSUANCE

| # Pre-Transfer Sale Credits Purchased | # Pre-Transfer Sale Credits Transferred | # Pre-Transfer Sale Credits Available for Future Transfer |
|---------------------------------------|---|---|
| | | |

PRE-TRANSFER SALE CREDITS PURCHASED WITHIN SERVICE AREA

| # Pre-Transfer Sales | Contract # | Pre-Transfer Sale Credits Purchased | Date of Pre-Transfer Credit Sale Agreement | Date of Bill of Pre-Transfer Sale | Date of NFWF Receipt of Funds |
|----------------------|---------------|-------------------------------------|--|-----------------------------------|-------------------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | TOTAL: | | | | |

Transfer of Pre-Transfer Sale Credits

| # Projects | Project Name & Project Applicant | Project Location (Latitude / Longitude) | Permit # / Permit Date | Amount and Classification of Impacted Acreage | Amount of Compensatory Mitigation Required | # Purchased Pre-Transfer Sale Credits Transferred | Date of Receipt of Pre-Transfer Sale Credit Transfer Authorization Form | Date of Confirmation of Pre-Transfer Sale Credit Transfer to IRT/Purchaser |
|------------|----------------------------------|---|------------------------|---|--|---|---|--|
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | TOTAL: | | |