

**IDENTIFICATION AND SIGNATURE PAGE**  
**For**  
**ALL RCPP PROGRAM AGREEMENT PARTIES: ELIGIBLE ENTITIES and NRCS**  
**and Possible**  
**EASEMENT CO-HOLDERS AND THIRD-PARTY RIGHT HOLDERS**

This exhibit defines the roles and identifies the legal entities that may be party to or identified on any individual “RCPP parcel cost-share contract for an Entity-Held Easement” (Parcel Contract) that may be entered into pursuant to this NRCS-CPA-1281 “RCPP Program Agreement” (Program Agreement) which is a supplemental agreement to the “RCPP Programmatic Partnership Agreement”. At a minimum, this exhibit and any amendments thereto must be executed as required by an appropriately authorized representative of each legal entity identified as an “eligible entity” or a “co-holder.” Each Parcel Contract associated with this Program Agreement may only identify and be executed by eligible entities or co-holders that are identified on this exhibit and have executed this Program Agreement. The eligible entity and NRCS may agree to attach additional pages to this exhibit to identify additional legal entities or to further define and clarify the roles of the legal entities identified on this exhibit to the extent the further definitions and clarifications do not conflict with the provisions of the Program Agreement, including all exhibits and attachments, or the terms and conditions of the individual Parcel Contracts.

**Section 1:**

**ELIGIBLE ENTITY:**

- Is considered a participant in RCPP, and therefore must meet the RCPP eligible entity requirements as an independent<sup>1/</sup> or dependent<sup>2/</sup> eligible entity, as defined in this exhibit. At least one independent eligible entity must be identified on this exhibit.
- Must provide information to the Farm Service Agency (FSA) for entry into the Service Center Information Management System (SCIMS), or successor tool.
- All eligible entities identified in this exhibit, must have a DUNS number<sup>3/</sup> and be registered in SAM<sup>4/</sup>.
- Through execution of this exhibit, eligible entities identified in this section are considered party to the RCPP Program Agreement.
- Only eligible entities identified in this section may be party to and execute an individual Parcel Contract entered into pursuant to this Program Agreement as described below:
  - “Independent” Eligible Entities.—At least one independent eligible entity that is party to this Program Agreement must be party to and execute any Parcel Contract associated with this Program Agreement.
  - “Dependent” Eligible Entities.—Any dependent eligible entities that are party to this Program Agreement may also be party to and execute any individual Parcel Contract to which an independent eligible entity is also a party.
- Each eligible entity that is party to an individual Parcel Contract associated with this Program Agreement—
  - Must be identified as a holder (grantee) of the conservation easement deed funded through the individual Parcel Contract.
  - May receive payment of RCPP cost-share assistance provided by NRCS as the Federal share.
- This Program Agreement may be amended to identify new eligible entities but may not be amended to remove eligible entities.

| ELIGIBLE ENTITY NAME | DUNS NUMBER | CHECK ONLY ONE PER ELIGIBLE ENTITY          |   | AUTHORIZED REPRESENTATIVE |                    |
|----------------------|-------------|---|---|---------------------------|--------------------|
|                      |             | INDEPENDENT ELIGIBLE ENTITY <sup>1/</sup> : | DEPENDENT ELIGIBLE ENTITY <sup>2/</sup> : | WRITTEN NAME and POSITION | SIGNATURE and DATE |
|                      |             |   |   |                           |                    |
|                      |             |   |   |                           |                    |
|                      |             |   |   |                           |                    |
|                      |             |   |   |                           |                    |

**Section 2:**

**CO-HOLDER:**

- Is any legal entity identified as a co-holder (grantee) on an individual conservation easement deed that will be held by an eligible entity that is party to this Program Agreement and identified in section 1 above.p
- Is not considered a participant in RCPP, and therefore is not required to meet the RCPP eligible entity requirements.
- May **not** receive a direct payment of RCPP cost-share assistance from NRCS, however, is considered a beneficiary of those Federal funds, and therefore must have a DUNS number<sup>3/</sup> and be registered in SAM<sup>4/</sup>.
- Must provide information to the FSA for entry into the SCIMS, or successor tool.
- This exhibit, or amendments thereto, must identify all legal entities that may serve as a co-holder and must be executed by a sufficiently authorized representative each legal entity.
- Through execution of this exhibit, or amendments thereto, co-holders acknowledge the terms and conditions of this Program Agreement.
- Any co-holder identified in this section may be identified on and signatory to an individual Parcel Contract associated with this Program Agreement.
- Each co-holder identified on an individual Parcel Contract:
  - Must be identified as a grantee (co-holder) of the conservation easement deed funded through the individual Parcel Contract.
  - Must have a sufficiently authorized representative sign the individual Parcel Contract on which that co-holder is identified.
- This Program Agreement must be amended to add any co-holders identified after the execution of this Program Agreement and prior to the execution of any associated individual Parcel Contracts on which that co-holder is identified.

| CO-HOLDER ENTITY NAME | DUNS NUMBER | CHECK ALL THAT MAY APPLY <sup>5/</sup> |             |            |         |                           |       | SIGNATURE OF AUTHORIZED REPRESENTATIVE and DATE |
|-----------------------|-------------|--|-------------|------------|---------|---------------------------|-------|---|
|                       |             | Acquisition                            | Enforcement | Monitoring | Funding | Third Party <sup>6/</sup> | Other |   |
|                       |             |  |             |            |         |                           |       |   |
|                       |             |  |             |            |         |                           |       |   |
|                       |             |  |             |            |         |                           |       |   |
|                       |             |  |             |            |         |                           |       |   |
|                       |             |  |             |            |         |                           |       |   |

**Section 3:**

**THIRD-PARTY RIGHT HOLDER:**

- Is any legal entity identified as a third-party right holder (**not** a grantee) on an individual conservation easement deed that will be held by an eligible entity that is party to this Program Agreement and identified in section 1 above.
- Is not considered a participant in RCPP, and therefore is not required to meet the RCPP eligible entity requirements.
- May not receive a direct payment of RCPP cost-share assistance from NRCS, is **not** considered a beneficiary of those Federal funds, and therefore is **not** required to have a DUNS number<sup>3/</sup> or be registered in SAM<sup>4/</sup>.
- This exhibit must identify all legal entities that may serve as a third-party right holder as known at the time of execution of this Program Agreement.
- The eligible entity may elect to require third-party right holders to sign this exhibit, or amendments thereto, acknowledging they have received a copy of the terms of the Program Agreement.
- Any legal entity identified as a third-party right holder on this exhibit may be identified on an individual Parcel Contract associated with this Program Agreement.
- Each third-party right holder (including those not identified in this Exhibit) that will be identified in the conservation easement deed funded through the individual Parcel Contract:
  - Must **not** be identified as a grantee (co-holder) on the conservation easement deed.
  - Must be identified on the conservation easement deed as a holder of a third-party right.

- Must be identified on the individual Parcel Contract for that Parcel.
- Is not required to sign any Parcel Contracts associated with this Program Agreement unless required by the eligible entity.
- An amendment to this Program Agreement is **not** required to add third-party right holders identified after the execution or amendment of this Program Agreement, however all third-party right holders must be identified on the individual Parcel Contracts for the parcels on which the third-party right holder will be identified in the conservation easement deed.

| THIRD-PARTY RIGHT HOLDER ENTITY NAME | DUNS NUMBER (Optional) | CHECK ALL THAT MAY APPLY <sup>5/</sup> |             |            |         |       | SIGNATURE OF AUTHORIZED REPRESENTATIVE and DATE (Optional) |
|--------------------------------------|------------------------|--|-------------|------------|---------|-------|--|
|                                      |                        | Acquisition                            | Enforcement | Monitoring | Funding | Other |  |
|                                      |                        |  |             |            |         |       |  |
|                                      |                        |  |             |            |         |       |  |
|                                      |                        |  |             |            |         |       |  |
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|                                      |                        |  |             |            |         |       |  |

**Section 4: Definitions and Requirements**

<sup>1/</sup> An INDEPENDENT ELIGIBLE ENTITY means an entity authorized to hold conservation easements that NRCS has determined meets all applicable RCPP statutory, regulatory, and policy requirements of an eligible entity, including but not limited to 16 U.S.C. Sections 3871a(4) and 3865a(3) and 7 CFR Parts 1464 and 1468, and has a land protection program that purchases easements for the purposes of protecting the stated Conservation Values.

<sup>2/</sup> A DEPENDENT ELIGIBLE ENTITY means an entity that NRCS has determined meets all of the RCPP statutory requirements of an eligible entity but may not meet one or more of the regulatory or policy requirements at the time the Program Agreement is executed. A dependent eligible entity may only be party to a Program Agreement and any associated individual Parcel Contracts to which an independent eligible entity is also party.

<sup>3/</sup> All eligible entities and co-holders must provide and maintain current registration in the Dun and Bradstreet Data Universal Numbering System (DUNS).

<sup>4/</sup> All eligible entities and co-holders must meet the central contractor registration requirements through the System for Award Management (SAM) or successor registry. Registration in SAM must be maintained for the duration of the Program Agreement and any associated individual Parcel Contracts. Eligible entities and co-holders must renew their SAM registration annually and must not allow their registration to lapse or expire prior to renewal.

<sup>5/</sup> A co-holder or third-party right holder may assist in the performance of the identified functions; however, the eligible entity retains primary responsibility for all functions related to compliance with the terms and conditions of the Program Agreement and associated Parcel Contract, as well as the acquisition, monitoring, and enforcement of each RCPP easement acquired pursuant to such Parcel Contracts.

<sup>6/</sup> A legal entity identified in section 2 above as a co-holder, may also identify in section 2 above that they may be a third-party holder for some easement transactions, and such legal entity does not also have to be identified in section 3 above. The role of that legal entity as either a co-holder or a third-party holder will be specified on the individual Parcel Contract for the acquisition of the agricultural land easement on the identified parcel.

| <b>NRCS Approving Official Signature</b> |      |
|--|------|
| NRCS State Conservationist Signature     | Date |