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COOPERATIVE AGREEMENT
Between The
U.S. FISH AND WILDLIFE SERVICE
And The
NATIONAL FISH AND WILDLIFE FOUNDATION

MEXICAN WOLF / LIVESTOCK INTERDICTION TRUST FUND

THIS AGREEMENT (this "Trust Agreement") establishing the Mexican Wolf / Livestock Interdiction Trust Fund (the "Trust") is made this 23 day of September, 2009, by the "Grantor," as hereinafter defined, and the National Fish and Wildlife Foundation (the "Administrative Trustee").

WHEREAS, the Grantor is authorized to create the Trust pursuant to the laws, regulations, and/or policies that establish its governmental powers and perogatives;

WHEREAS, in accordance with such authorities, the Grantor seeks to establish the Trust to assist with funding various interdiction, incentive, management and conservation activities conducted by state, tribal, federal, and non-governmental entities necessary to support livestock operators and sustain Mexican gray wolf populations in the southwestern USA (the "Southwest"), which includes portions of southern Utah, southern Colorado, Arizona, New Mexico, and western Texas;

WHEREAS, the objective of the Trust is to generate long-term funding for prolonged financial support to livestock operators within the framework of conservation and recovery of Mexican gray wolf populations in the Southwest. Funding will be applied to initiatives that address management, monitoring, and other proactive conservation needs for Mexican gray wolves as they relate to livestock, including alternative livestock husbandry practices, grazing management alternatives, livestock protection, measures to avoid and minimize depredation, habitat protection, species protection, scientific research, conflict resolution, compensation for damage, education and outreach activities;

WHEREAS, the Grantor acknowledges and agrees to continue to seek necessary appropriations and private donations to support interdiction, incentives, proactive management strategies, alternative management strategies, depredation compensation, Mexican gray wolf recovery activities, and similar mandates;

WHEREAS, the substantive on the ground operation of the Trust's activities will be directed by a Mexican Wolf / Livestock Interdiction Stakeholder Council (the

“Stakeholder Council”), to be comprised of representatives of governmental and non-governmental entities affected by and knowledgeable of ways to mitigate Mexican gray wolf livestock depredations, in consultation with the Grantor;

WHEREAS, the Grantor desires to appoint the National Fish and Wildlife Foundation as the Administrative Trustee hereunder with responsibility for the administrative operation of the Trust, and the National Fish and Wildlife Foundation desires to accept such appointment subject to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. DEFINITIONS As used in this Trust Agreement:

(a) “Administrative Trustee” shall mean the National Fish and Wildlife Foundation, a charitable and nonprofit corporation established by the United States Congress pursuant to the National Fish and Wildlife Foundation Establishment Act, Pub. L. 98-244, 98 Stat. 107 (1984), codified at 16 U.S.C. §3701 et seq., or any successor administrative trustee appointed pursuant to the terms of this Trust Agreement.

(b) “Contract for Services” shall mean a contract or other written agreement between the Administrative Trustee and a Recipient for the performance of an Eligible Conservation Activity to be funded with amounts in the Fund.

(c) “Effective Date” shall have the meaning assigned to such term in Section 7(a) hereof.

(d) “Eligible Conservation Activities” shall mean activities approved in concept by the Grantor and specifically approved by the Stakeholder Council hereunder for a long-term interdiction and incentives program on behalf of livestock operators in the Southwest, including activities that address Mexican gray wolf / livestock interaction management, grazing strategies, monitoring, and other needs; conflict resolution; compensation for damages that include depredation; education; outreach activities; and similar undertakings as identified and approved by the Stakeholder Council.

(e) “Fiscal Year” shall mean the fiscal year of the Administrative Trustee which, as of the date of this Trust Agreement, commences on October 1st of each calendar year and runs through September 30th of the immediately following calendar year.

(f) “Fund” shall have the meaning assigned to such term in Section 2 hereof.

(g) “Grantor” shall mean the United States Fish and Wildlife Service as represented by the Southwest Regional Director.

(h) "Mexican Wolf Operating Sub-Account" shall have the meaning assigned to such term in Section 6(c)(i) below.

(i) "Mexican Wolf Reserve Sub-Account" shall have the meaning assigned to such term in Section 6(c)(ii) below.

(j) "Recipient" shall mean any individual, company, non-governmental organization, or other entity that receives monies from the Fund for the performance of an Eligible Conservation Activity as set forth in a Contract for Services.

(k) "Southwest" shall have the meaning assigned to such term in the preamble to this Trust Agreement.

(l) "Stakeholder Council" shall mean the Mexican Wolf / Livestock Interdiction Stakeholder Council, as further defined in Section 4 hereof.

(m) "Trust" shall have the meaning assigned to such term in the preamble to this Trust Agreement.

(n) "Trust Agreement" shall have the meaning assigned to such term in the preamble to this Trust Agreement.

SECTION 2. NAME AND PURPOSE OF THE TRUST

The corpus of this Trust shall be known as the Mexican Wolf / Livestock Interdiction Trust Fund (the "Fund"). The purpose of the Trust is to obtain, hold, invest, and disburse funds in order to provide long-term funding for Eligible Conservation Activities in the form of interdiction and incentives for livestock operators living in areas occupied by Mexican gray wolves.

SECTION 3. CONTRIBUTIONS TO THE FUND

(a) Payments by or on behalf of Grantor into the Fund. The Grantor may make contributions from time to time to the Fund, and/or funds will be appropriated by relevant legislative bodies for direct deposit into the Fund on the Grantor's behalf.

(b) Other Contributions and Donations. The Grantor expects that monetary contributions and donations from individuals and private or public organizations will be made to the Fund from time to time, and the Administrative Trustee is expressly authorized to accept such contributions and donations for deposit into the Fund.

(c) Restitution, Community Service, and Similar Payments. The Grantor expects that, from time to time, restitution payments, community service payments, monetary payments from settlement of litigation, and other funds will be directed into the Fund in accordance with judicial or administrative orders, decrees, settlements, permits,

and/or other legally operable documents. The Administrative Trustee is expressly authorized to accept such payments for deposit into the Fund.

(d) Nature of Contributions. All contributions to the Fund, together with the earnings thereon, shall be held as part of the Trust and disbursed in accordance with the provisions of this Trust Agreement.

(e) Administrative Separation of Funds by Trustee. To the extent necessary or advisable, the Administrative Trustee is authorized to create and maintain sub-accounts within the Fund (or other means of differentiation) to hold funds from the different sources identified in this Section 3.

(f) No Transferability of Interest. The interest of the Grantor herein, and such Grantor's obligation to provide funds under this Section, shall not be transferable, except with the express written consent of the Grantor.

SECTION 4. THE STAKEHOLDER COUNCIL

(a) Constitution of the Stakeholder Council. The Stakeholder Council will be determined by the U.S. Fish and Wildlife Service's Southwest Regional Director in consultation with stakeholders in the southwestern USA. The individuals to be appointed as the Stakeholder Council representatives enumerated in item (b) below shall be identified by the respective entities in a written notification delivered to each party to this Trust Agreement. Each member of the Stakeholder Council may also, through a written notification delivered to each party to this Trust Agreement, appoint a designee to represent such member on the Stakeholder Council. Any such designee shall have all the rights and responsibilities of the respective Stakeholder Council member hereunder.

(b) Officers of the Stakeholder Council. The operation of the Stakeholder Council shall be overseen by three (3) officers as follows. Additional officers may be designated from time to time by vote of the Stakeholder Council.

- i. A Stakeholder Council Chair, to be elected from among the Stakeholder Council members for a term of not less than two (2) years by a vote of the voting membership of the Stakeholder Council. The Stakeholder Council Chair will be responsible for the functioning of the Stakeholder Council and will call for, and preside at, the regular semi-annual and special meetings of the Stakeholder Council.
- ii. A Stakeholder Council Vice-Chair, to be elected from among the Stakeholder Council members for a term of not less than two (2) years by a vote of the voting membership of the Stakeholder Council. The Stakeholder Council Vice-Chair will be responsible for exercising the function of the Trustee Council Chair in his or her absence.
- iii. A Secretary position shall be elected from among the Stakeholder Council members for a term of not less than two (2) years. The Secretary will be responsible for arranging the regular semi-annual and special meetings of the Stakeholder Council, for keeping minutes of all meetings of the

Stakeholder Council, and for performing all other duties normally pertaining to the corporate office of secretary.

- iv. There will be an adjunct member to the Stakeholder Council that will be a U.S. Fish and Wildlife Service employee. This member will serve as a liaison between the Stakeholder Council and the U.S. Fish and Wildlife Service's wolf management program to help coordinate program activities and Stakeholder Council decisions. This position will be a non-voting member of the Stakeholder Council.

(c) Powers and Duties of the Stakeholder Council. Specific rights and responsibilities of the Stakeholder Council shall include, but not necessarily be limited to, the following:

- i. Authority and responsibility to identify, recommend, and approve – in consultation with the Grantor -- Eligible Conservation Activities to be funded with amounts in the Fund, through procedures to be established from time to time by the voting members of the Stakeholder Council.
- ii. Authority and responsibility to identify Recipients who will perform selected Eligible Conservation Activities and to direct all disbursements from the Fund to such Recipients, which direction shall be communicated by the Stakeholder Council in writing to the Administrative Trustee for implementation.
- iii. Authority to elect Stakeholder Council officers.
- iv. Authority to establish committees from among its membership, to which committees the Stakeholder Council may delegate such of its powers as it may deem advisable, except those powers which by virtue of law or the express terms of this Trust Agreement are non-delegable.
- v. Authority to solicit and retain outside expertise to inform Stakeholder Council decisionmaking, including the authority to establish subcommittees consisting of non-members in such matters as the Stakeholder Council may deem appropriate. Experts on any such subcommittees will serve without pay, at the will of the Stakeholder Council, but may be reimbursed for travel and other expenses incurred by them in the performance of their duties if approved in advance by the Stakeholder Council Chair.
- vi. Such other authority as is necessary or advisable for the successful operation of the Trust in accordance with this Trust Agreement and applicable law.

Except for the Administrative Trustee's fee as set forth in Section 5(e) hereof (in the event the Administrative Trustee becomes a member of the Stakeholder Council), members of the Stakeholder Council will serve without pay, but may be reimbursed for any travel and other expenses incurred by them in the performance of their duties in accordance with this Trust Agreement, if approved in advance by the Grantor in consultation with the Stakeholder Council Chair.

(d) Meetings of the Stakeholder Council. The Stakeholder Council shall convene for regular semi-annual meetings during each calendar year this Trust

Agreement is in effect at such times and in such places as the Stakeholder Council Chair shall determine. Written notice of each such regular meeting shall be provided to each member of the Stakeholder Council no less than sixty (60) days prior to the date of such meeting. In addition to the regular semi-annual meetings, the Stakeholder Council Chair (or the Stakeholder Council itself, by majority vote) may call as many other special meetings of the Stakeholder Council during any calendar year this Trust Agreement is in effect as the Stakeholder Council Chair (or, as the case may be, the Stakeholder Council itself) shall deem appropriate. Written notice of any such special meeting shall be provided to each member of the Stakeholder Council no less than thirty (30) days prior to the date of such meeting.

(e) Quorum and Voting of the Stakeholder Council. A simple majority of the members of the Stakeholder Council present at any regular or special meeting of the Stakeholder Council shall constitute a quorum. When a quorum is present at any such regular or special meeting, voting on any matters duly raised at such meeting shall be by simple majority vote except as expressly required otherwise by law or by the terms of this Trust Agreement. In the event of a tie vote, the vote of the Stakeholder Council Chair shall be deemed the deciding and dispositive vote.

(f) Action of the Stakeholder Council without a Meeting. Any action required or permitted to be taken by the Stakeholder Council may be taken without a meeting, if all the voting members of the Stakeholder Council consent in writing to such an approach, cast affirmative ballots in writing, and deliver the written consents and ballots to the Secretary in advance of the date that any such action is to take effect. The Secretary shall thereafter file the written consents and ballots with the records of the Trust. For purposes of the record, signed consents and ballots transmitted by facsimile are acceptable.

(g) Telephonic Participation in Stakeholder Council Meetings. Members of the Stakeholder Council, or members of any committee constituted by the Stakeholder Council, may participate in any duly convened meeting of the Stakeholder Council or committee, as the case may be, by means of a telephone conference call or similar medium enabling persons participating in the meeting to hear and communicate with each other at the same time, and participation by such means shall constitute presence in person at any such meeting.

(h) Waiver of Notice. Whenever written notice is required to be given by any provision of this Section 3, a waiver of such notice by the specified recipient signed either before or after the action for which notice is required shall have the effect of written notice.

SECTION 5. THE ADMINISTRATIVE TRUSTEE

(a) Initial Appointment. By execution of this Trust Agreement, the Grantor hereby appoints the National Fish and Wildlife Foundation to serve as Administrative Trustee hereunder.

(b) Express Powers of the Administrative Trustee. Without in any way limiting the powers and discretion conferred upon the Administrative Trustee by the other provisions of this Trust Agreement or by law, the Administrative Trustee is hereby expressly authorized and empowered as follows:

- i. To incur and pay any and all charges and expenses upon or connected with the Fund in the discharge of its fiduciary obligations under this Trust Agreement, which payments shall be made using the assets of the Fund.
- ii. To hold and retain all or any part of the Fund in the form in which the same may be at the time of the receipt by the Administrative Trustee, as long as it shall deem advisable, and without any liability for any loss of principal or income by reason of such retention.
- iii. Notwithstanding any other provision of this Trust Agreement, to at all times hold, manage, invest, and reinvest the assets of the Fund consistent with the Administrative Trustee's then-prevailing investment policy statements (which investment policy statements shall be developed from time to time by the Administrative Trustee in consultation with its outside financial and investment advisors) and otherwise in accordance with applicable law and regulation.
- iv. To engage the services of (and pay compensation to) an investment adviser, accountants, agents, managers or other consultants with respect to the financial management of the Fund and the investments held therein. The Administrative Trustee may rely on the advice of any such adviser or other person, and may delegate investment decision-making authority to such adviser or other person with respect to management of the Fund. The Administrative Trustee shall not be liable for any action or inaction taken in good faith reliance on the advice of any such adviser or other person, nor for delegation in good faith of investment decision-making authority to such adviser or other person.
- v. To transfer from time to time any or all of the assets existing in the Fund to any common, commingled, or collective fund created by the Administrative Trustee in which the Fund is eligible to participate (consistent with the Administrative Trustee's then-prevailing investment policy statements and applicable law and regulation), to be commingled with the assets of other accounts participating therein. Notwithstanding the foregoing sentence, the balance standing to the credit of the Fund shall at all times be distinguishable within the Administrative Trustee's internal accounting system from the balances of all other accounts maintained or managed by the Administrative Trustee.
- vi. To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted.
- vii. To do any and all other acts which the Administrative Trustee shall deem proper to effectuate the purposes of, and to exercise the powers specifically conferred upon it by, this Trust Agreement.

(c) Obligations of the Administrative Trustee. Except as expressly provided otherwise in this Trust Agreement or by law, the Administrative Trustee is hereby obligated as follows:

- i. To appoint a representative who shall represent the Administrative Trustee in carrying out its obligations under this Trust Agreement.
- ii. To maintain the Fund in an interest bearing or investment account at one or more financial institution(s) that is a member of the Federal Deposit Insurance Corporation or the Securities Investment Protection Corporation, or, if maintained through an investment advisor, that is registered as an investment advisor with the U.S. Securities and Exchange Commission. For accounting purposes, the Fund (and any sub-accounts thereof) shall be distinguishable from all other accounts maintained by the Administrative Trustee.
- iii. To invest and reinvest the principal and income of the Fund in accordance with the Administrative Trustee's then-prevailing investment policy statements and applicable law and regulation. Day-to-day investment decisions, consistent with the Administrative Trustee's then-prevailing investment policy statements and applicable law and regulation, will be made by the professional investment advisor or bank with which the Administrative Trustee has established an investment advisory relationship.
- iv. If requested by the Grantor, to prepare one or more requests for proposal ("RFPs") to solicit projects that may ultimately be selected by the Trustee Council as Eligible Conservation Activities. The Administrative Trustee's fee for preparation of any such RFPs shall be set forth in one or more separate agreements between the Grantor and the Administrative Trustee, and shall be separate and apart from the fee paid to the Administrative Trustee pursuant to this Trust Agreement.
- v. To administer the Fund consistent with Section 6 below.

(d) Reliance on Counsel and Authority of Grantor. The Administrative Trustee may from time to time consult with legal counsel with respect to any question arising as to compliance with this Trust Agreement. The Administrative Trustee shall be fully protected and held harmless in acting in reliance upon the advice of such counsel. The Administrative Trustee shall also have the right to assume and fully rely upon, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any member of the Stakeholder Council or the Grantor has occurred.

(e) Compensation. The Administrative Trustee shall assess and collect a fee equal to one percent (1%) of each deposit made into the Fund during the term of this Trust Agreement. In addition, for each succeeding Fiscal Year after the initial Fiscal Year, the Administrative Trustee shall assess and collect an annual fee equal to the greater of (i) two and one half percent (2.5%) of the total balance of the Fund (including

all sub-accounts thereof) at the time of assessment or (ii) \$10,000. The parties hereto agree and acknowledge that they will negotiate in good faith to adjust the per-deposit and annual fees described in this paragraph either (i) at the time the existing balance in the Fund comes to equal or exceed one million dollars (\$1,000,000) or (ii) at any other time mutually agreed by the parties. The Administrative Trustee shall assess and collect the annual fee either quarterly or annually, at its election, during each fiscal year in which this Trust Agreement is in existence. If sub-accounts have been created within the Fund, the Administrative Trustee shall collect the annual fee by deducting it *pro rata* from the balance of each sub-account based on the balances existing in the respective sub-accounts at the time of collection. The Administrative Trustee's fee for conducting an RFP in accordance with Section 5(c)(iv) above shall be separate and apart from, and shall not be credited against or deducted from, the annual fee.

(f) Bank Charges. Bank charges assessed by any financial institution or other adviser engaged by the Administrative Trustee pursuant to Section 5(b)(iv) above for managing the Fund shall be paid from amounts in the Fund. To the extent sub-accounts have been created within the Fund, bank charges will be assessed against each sub-account *pro rata*, based on the balances existing in the respective sub-accounts at the time of assessment.

(g) Reimbursement of Administrative Trustee Expenses. The Administrative Trustee shall also be reimbursed for any out-of-pocket expenses, including but not limited to travel expenses, reasonably required and incurred in the performance of its duties as Administrative Trustee hereunder.

(h) Appointment of Successor Administrative Trustee. The Administrative Trustee may resign at any time by delivering a written notice of resignation to the Grantor, or Grantor may remove the Administrative Trustee by delivering a written notice of such removal to the Administrative Trustee, such resignation or removal to take effect no less than thirty (30) days after delivery of the notice of resignation or removal or upon the acceptance of appointment in writing by a successor Administrative Trustee, whichever is earlier.

Any vacancy in the office of Administrative Trustee created by resignation or removal shall be filled by the Grantor through appointment in writing of a successor Administrative Trustee, such successor to be selected by the Grantor.

Acceptance of appointment as a successor Administrative Trustee shall be made by the successor in writing and shall become effective upon receipt by the Grantor of notice of such acceptance. Upon the acceptance of appointment of any successor Administrative Trustee, title to the Fund shall thereupon be vested in said successor Administrative Trustee without the necessity of any conveyance or instrument. Each successor Administrative Trustee shall have all of the rights, powers, duties, authority, and privileges as if initially named as the Administrative Trustee hereunder.

A copy of each instrument of resignation, removal, appointment, and acceptance of appointment shall be attached to an executed counterpart of this Trust Agreement and kept as part of the formal records of the Trust.

SECTION 6. MANAGEMENT OF THE FUND

(a) Deposits into the Fund. Deposits shall be made to the Fund, and credited to the Fund by the Administrative Trustee, from the sources set forth in Section 3 above.

(b) Management of Funds Pending Disbursement. Funds held in the Fund (including in any sub-accounts therein) pending their disbursement in accordance with the terms of this Trust Agreement and shall be invested in accordance with the Administrative Trustee's then-prevailing investment policy statements. The Administrative Trustee shall engage one or more financial institutions or other advisers to implement the investment strategy set forth in its prevailing investment policy statements.

(c) Establishment of Sub-Accounts. In furtherance of the objectives of the Trust, the Administrative Trustee shall establish two (2) sub-accounts within the Fund for accounting purposes:

(i) a Mexican Wolf Operating Sub-Account, which shall be funded at the beginning of each Fiscal Year, from interest generated on the principal (and, to the extent such interest is insufficient to meet estimated cash needs, from the principal itself), with the amount (specified in writing by the Grantor) estimated to be necessary to pay for Eligible Conservation Activities related to Mexican gray wolves during such Fiscal Year; and

(ii) a Mexican Wolf Reserve Sub-Account, which shall serve as the Fund "principal" and which shall be funded with all amounts deposited into the Fund for Mexican gray wolf related Eligible Conservation Activities that are not otherwise required to be deposited into the Mexican gray wolf Operating Sub-Account.

The purpose of the two sub-accounts is to identify for the Administrative Trustee the minimum cash needs for each upcoming Fiscal Year so that the Administrative Trustee, in consultation with its outside financial and investment advisors, can reasonably determine what portion of the Fund (which at a minimum will include the balance of the Mexican Wolf Operating Sub-Account) to invest in cash vehicles versus what portion of the Fund to invest in longer-term vehicles, at all times consistent with the Administrative Trustee's then-prevailing investment policy statements and applicable law and regulation.

(d) Identification and Selection of Eligible Conservation Activities. As provided in Section 4(c)(1) above, the Stakeholder Council, in consultation with the Grantor, shall from time to time identify and select Eligible Conservation Activities to be funded with amounts in the Fund. The Stakeholder Council shall promptly notify the Administrative Trustee in writing of its selection of any Eligible Conservation Activity to receive funding from the Fund.

(e) Disbursements from the Fund. During the term of this Trust Agreement, after receiving written notification from the Stakeholder Council of its selection (in consultation with the Grantor) of an Eligible Conservation Activity and identification of a corresponding Recipient for funding, the Administrative Trustee shall negotiate and execute a Contract for Services with the applicable Recipient for performance of such Eligible Conservation Activity. The Stakeholder Council, in consultation with the

Grantor, shall have an opportunity to review and comment on any such Contract for Services prior to its execution by the Administrative Trustee and the applicable Recipient.

After execution, the Administrative Trustee shall from time to time disburse such amounts from the Fund as are necessary to pay the bills and invoices submitted by the Recipient under the Contract for Services for performance of the work comprising the Eligible Conservation Activity; provided, however, that if so directed by the Stakeholder Council (in consultation with the Grantor) and permitted by the applicable Contract for Services, the Administrative Trustee may provide funds to a Recipient on an advance, rather than reimbursable, basis upon submission by the Recipient of a request for advance funds approved by the Stakeholder Council. Recipients that request and receive advance payment of federal funds held within the Fund shall be required to perform or obligate the Eligible Conservation Activities to which such advance funds correspond within thirty (30) days of their receipt of such funds or within such other time period as specified by applicable law or regulation. If and to the extent the Grantor or the Stakeholder Council desires to have an opportunity to review and comment on the bills and invoices to be submitted by a Recipient under a particular Contract for Services prior to their payment by the Administrative Trustee, the Grantor or the Stakeholder Council, as the case may be, shall so notify the Administrative Trustee prior to execution of the applicable Contract for Services.

(f) No Authority to Conduct Business. The purpose of the Fund is limited to the matters set forth herein, and this Trust Agreement shall not be construed to confer upon the Administrative Trustee any authority to carry on any business or activity for profit or to divide the gains therefrom to the Grantor or the Stakeholder Council. While this Trust Agreement is in effect, disbursements from the Fund are to be governed exclusively by the express terms of this Trust Agreement.

SECTION 7. STANDING INSTRUCTIONS TO THE ADMINISTRATIVE TRUSTEE

Notwithstanding anything herein to the contrary, the Administrative Trustee is hereby directed to do the following in addition to other duties set forth in other provisions of this Trust Agreement:

(a) Submit to the Grantor semi-annual activity reports by June 15 and December 15 of each year the Fund is in existence. The semi-annual activity reports shall summarize the Fund's deposits, disbursements, fees, current investment positions, and investment income during each semi-annual period, with a reconciliation of the remaining unobligated balance in each sub-account. The semi-annual reports will also include the current status of all active Recipient Contracts.

(b) Arrange for the annual independent auditing of the Trust by a certified public accountant, and for the preparation by such certified public accountant of an annual financial report regarding the Trust's finances, with the costs of such independent

auditing and annual financial reporting by a certified public accountant to be paid from amounts on deposit in the Fund.

(c) Advise, consult, and confer with and otherwise inform the Grantor upon any request by the Grantor or with respect to matters arising out of this Trust Agreement, the administration of the Fund, or any other matter which the Administrative Trustee, in its discretion, deems appropriate to bring to the attention of the Grantor.

(d) Maintain such records as are kept in the ordinary course of business of all actions taken by the Administrative Trustee with respect to matters arising out of this Trust Agreement or administration of the Fund. Copies of said records shall be provided to the Trustee Council upon request, and upon termination of this Trust Agreement said records shall be transmitted to the Trustee Council.

SECTION 8. TERM AND TERMINATION

(a) Effective Date. The effective date ("Effective Date") of this Trust Agreement shall be the date of the signature of the last party to sign its respective signature page to this Trust Agreement.

(b) Term and Termination of Trust Agreement. This Trust Agreement shall take effect on the Effective Date and may be terminated only in writing by the Grantor. The exact date of termination shall be specified by the Grantor. If the Grantor decides to so terminate, the Grantor shall notify the Administrative Trustee promptly in writing of such termination.

(c) Administrative Trustee Actions after Termination. In the event of termination of this Trust Agreement pursuant to this Section 7, the Administrative Trustee shall immediately (unless otherwise directed by the Grantor in writing) undertake all reasonable steps to wind down the Trust and the Fund cooperatively with the Grantor, which steps shall include but not be limited to the following:

- (i) directing Recipients to stop any incomplete work;
- (ii) directing Recipients to place no further work orders or enter into any further contracts for materials, services, or facilities;
- (iii) terminating any pending contract negotiations with prospective Recipients and terminating all pending contracts (to the extent such contracts allow);
- (iv) taking all other reasonable steps to minimize the additional obligation of assets held in the Fund;
- (v) providing to the Grantor all data, drawings, specifications, reports, summaries, and such other information and material as may have been developed under any Contracts for Services, whether completed or in progress;
- (vi) liquidating (or directing its investment adviser to liquidate) any assets or investments remaining in the Fund into cash or cash equivalents;
- (vii) disbursing any remaining funds in the Fund according to the Grantor's written direction and in accordance with applicable law, withholding an amount sufficient to pay any outstanding obligations that remain after steps (i) through (v) above have been completed; and

(viii) providing to the Grantor, within ninety (90) days after the date of termination, a full and complete written accounting of all Fund activity, including deposits, disbursements, fees, and investment income, with a reconciliation of the remaining balance, if any, in the Fund.

SECTION 9. NOTICES AND CONTACT INFORMATION

(a) Notices. All notices, approvals, consents, and other communications required or permitted under this Trust Agreement shall be in writing and delivered by first-class mail, overnight mail, facsimile or electronic pdf format. Each party hereto agrees to notify the others promptly after any change in named representative, address, telephone, or other contact information.

(b) Deposits into the Fund. All deposits made to the Fund by check shall be delivered to the Administrative Trustee's headquarters office at 1133 Fifteenth Street, NW, Suite 1100, Washington, D.C. 20005, to the attention of the Chief Financial Officer, with a notation that such deposits are for the Mexican Wolf/Livestock Interdiction Trust Fund. All deposits made to the Fund by electronic funds transfer shall be directed to the Administrative Trustee (Taxpayer I.D. Number 52-138-4139), c/o Bank of America, 730 15th Street, NW, Washington, DC 20005, ABA Bank Transit Number 026009593, Account Number 2260 0322 6791.

(c) Contact Information. The individuals named below shall be the representatives of the parties hereto for purposes of receiving notice and discharging all other rights and obligations under this Trust Agreement.

If to the Administrative Trustee:

Liz Epstein
Senior Manager, Impact-Directed Environmental Accounts
90 New Montgomery Street
Suite 720
San Francisco, CA 94105
Phone: (415) 243-3102
Facsimile: (415) 778-0998
Email: Liz.Epstein@nfwf.org

If to the U.S. Dept. of Interior:
Benjamin N. Tuggle
Southwest Regional Director
P.O. Box 1306
Albuquerque, NM 87103-1306
Phone: 505/248-6282
Facsimile: 505/248-6910
Email: benjamin_Tuggle@fws.gov

SECTION 10. AMENDMENT AND MODIFICATION

This Trust Agreement may be amended or modified only by an instrument in writing executed by the Administrative Trustee and the Grantor. Any proposals for such amendment or modification may be made by the Grantor, but must be presented to the Stakeholder Council in writing at least sixty (60) days prior to the time action is expected to be taken on the proposal.

SECTION 11. IMMUNITY AND INDEMNIFICATION

The parties hereto agree and acknowledge that the Administrative Trustee acts as a trustee only and not personally; and in respect of any contract, obligation, or liability made or incurred by the Administrative Trustee hereunder in good faith, all persons shall look solely to the Trust and the Fund and not the Administrative Trustee personally. The Administrative Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, of the Administrative Trustee or Grantor in the administration of the Fund or otherwise pursuant to this Trust Agreement, excepting, however, liability which results from the Administrative Trustee's gross negligence or willful misconduct. The Administrative Trustee shall be defended, indemnified, and held harmless by the Trust and the Fund and jointly and severally by the Grantor from and against any and all claims, damages, demands, causes of action, losses, costs and expenses, including attorneys' fees and court and arbitration costs, and any other losses of any kind or nature whatsoever arising during or on account of, in connection with, or as a result of the Administrative Trustee's performance hereunder or on account of any acts or omissions of the Grantor, other members of the Stakeholder Council, or any of their designee(s), unless attributable to the Administrative Trustee's gross negligence or willful misconduct. The provisions of this section shall survive the termination of this Trust Agreement.

SECTION 12. INTERESTS NOT ASSIGNABLE OR SUBJECT TO CLAIMS OF CREDITORS

No party to this Trust Agreement may assign or purport to assign this Trust Agreement (or its rights or obligations hereunder), in whole or in part, to any other person or other legal entity without the prior written approval of each other party hereto. The interest of the Grantor in the Fund shall not be subject to anticipation or assignment, nor shall it be subject to the claims of any creditor of the Grantor.

SECTION 13. CHOICE OF LAW

This Trust Agreement shall be administered, construed, and enforced according to the laws of the State of Arizona, State of New Mexico, the White Mountain Apache Tribe, the San Carlos Apache Tribe and other Tribal governments, where geographically appropriate, except to the extent that U.S. federal law shall apply to questions arising with respect to the participation of any agency or instrumentality of the United States hereunder.

SECTION 14. INTERPRETATION

As used in this Trust Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive heading for each Section and Subsection of this Trust Agreement shall not affect the interpretation or the legal efficacy of this Trust Agreement.

SECTION 15. SEPARATE DOCUMENTS

This Trust Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SECTION 16. SUCCESSORS AND ASSIGNS

This Trust Agreement shall be binding upon the successors and permitted assigns of the parties hereto.

SECTION 17. NO LOBBYING, LITIGATION, OR ILLEGAL ACTIVITY

No funds disbursed from the Fund may be used by any Recipient or other party to pay for lobbying activities, litigation, or any illegal activities.

SECTION 18. NO UNLAWFUL AUGMENTATION OF APPROPRIATIONS

No funds disbursed from the Fund may be used by any Recipient (including but not limited to the Grantor or any member of the Stakeholder Council, if applicable) to unlawfully augment such entity's governmental appropriations, whether in violation of the United States Constitution, Title 31, U.S.C. Section 1301(a) (the "Purpose Statute"), Title 31, U.S.C. Section 1341 (the "Anti-Deficiency Act"), Title 31, U.S.C. Section 3302(b) (the "Miscellaneous Receipts Act"), or other applicable law.

SECTION 19. PUBLICITY

The Administrative Trustee agrees, at the Grantor's request, to require Recipients to include the Trust's name or logo in any press releases, publications, annual reports, video credits, dedications, and other public communications regarding any of the Eligible Conservation Activities financed with funds from the Trust

SECTION 20. SEVERABILITY

If any provision of this Trust Agreement is held to be unlawful or invalid by any court of law with duly established jurisdiction, the parties hereto intend that the remainder of this Trust Agreement shall remain in full force and effect notwithstanding the severance of the unlawful or invalid provision(s).

SECTION 21. RESPONSIBILITY FOR CONDUCT

Each party hereto shall be responsible for the consequences of its own actions or inaction, willful misconduct, gross negligence, and/or breach of obligations in connection with this Trust Agreement, and in connection with any work undertaken in accordance with this Trust Agreement.

SECTION 22. DISPUTE RESOLUTION

The parties hereto will cooperate in good faith to achieve the objectives of this Trust Agreement and to avoid disputes. The parties will use good faith efforts to resolve disputes at the lowest organizational level and, if a dispute cannot be so resolved, the parties will then elevate the dispute to the appropriate officials within their respective organizations.

SECTION 23. NO LIMITATION ON AGENCY RESPONSIBILITIES

Nothing contained in this Trust Agreement is intended to limit the authority of any governmental entity that is a party hereto to fulfill its statutory or regulatory responsibilities or prerogatives.

SECTION 24. NO THIRD-PARTY RIGHTS

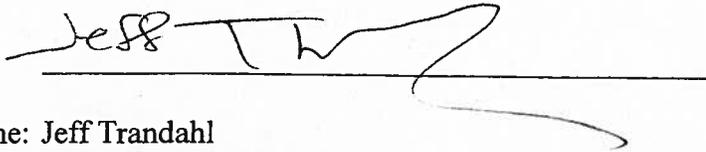
This Trust Agreement shall not be the basis of any claims, rights, causes of action, challenges, or appeals by any person or entity not a party to this Trust Agreement. Nothing in this Trust Agreement shall be construed to create privity of contract between any party hereto and any third parties, including Recipients whose Eligible Conservation Activities are financed by the Fund.

SECTION 25. CONFLICT OF INTEREST

It is the policy of the Grantor to attempt to identify real or perceived conflicts of interest between the Grantor or the Trust staff, to assure that these real or perceived conflicts of interest are fully disclosed and appropriate actions taken to deal with them.

WITNESS the execution hereof by the Administrative Trustee as of the date first above written.

National Fish and Wildlife Foundation

By: 

Name: Jeff Trandahl

Title: Executive Director

Date: September 23, 2009

U.S. Fish and Wildlife Service

By: 

Name: Benjamin N. Tuggle,

Title: Regional Director, Southwest Region

Date: September 28, 2009