

EXHIBIT F. BANK CREDITING AND CREDIT TRANSFERS

F-1. CREDIT EVALUATION AND CREDIT TABLE

F-2. CREDIT PURCHASE AGREEMENT AND PAYMENT RECEIPT TEMPLATES

F-3. CREDIT TRANSFER LEDGER TEMPLATE

EXHIBIT F-1.

CREDIT EVALUATION AND CREDIT TABLE

EXHIBIT F-1. Credit Evaluation and Credit Table

This Bank will serve general impacts associated with projects within the Bank's service areas. The Bank will provide preservation credits for California tiger salamander (sheltering and breeding habitat) (*Ambystoma californiense*), and western spadefoot (breeding habitat) (*Spea hammondi*). Other special-status species may be proposed for credit if documented at a later date. A conservation easement will be recorded over the Bank property at the time of Bank approval.

Crediting for preserved habitat will occur on a per acre basis, based upon the extent of mapped preserved acreage. **Table 1** below summarizes the available Bank credits.

Credit Release Schedule

All Bank credits will be released according to the schedule shown in **Table 2** below, tied to the funding of the Endowment.

Credit Reporting - Ledger Account

The Bank Sponsor will establish and maintain a Credit Transfer Ledger to account for all credit transactions (**BEI Exhibit F-3**). Each time an approved credit transaction occurs, the Bank Sponsor will notify US Fish and Wildlife Service (USFWS) and California Department of Fish & Wildlife (CDFW). In addition, the Bank Sponsor will compile an annual ledger report showing the beginning and ending balance of available credits and permitted impacts for each resource type, all additions and subtractions of credits, and any other changes in credit availability (e.g., additional credits released, credit sales suspended). The ledger report will be submitted to the USFWS and CDFW. The ledger report is part of the administrative record for the Conservation Bank. The USFWS and CDFW will make the ledger report available to the public upon request.

Table 1. La Purisima Conservation Bank Credit Table

Availability	Habitat Type	Acreage ¹
Total Acreage	-	853.4
Acreage Not Currently Available for Credit	Agricultural Areas ²	51.2
	Road and Utility Easements ³	17.1
	Canyon Land ⁴	7.8
	Home Site ⁵	16.0
	Home Site Buffer ⁶	17.0
	Mineral Rights ⁷	28.0
Available Credit Acreage (Upland, Wetland and Pond Habitats)	Total Available Habitat ⁸	715.7
	CTS Habitat (Upland Sheltering Habitat and Breeding Pond Habitat Combined) ⁹	715.7
	WSF Habitat (Upland Sheltering Habitat and Breeding Pond Habitat Combined) ¹⁰	116.6

¹Total Bank area is approximately 853.4 acres.

²Acreage of Agricultural Areas will be added to available habitat credits after farming is permanently discontinued and the habitat meets restoration success criteria according to the provisions of the Long-Term Management Plan and the Conservation Easement. Credits for each field may be released independently at the time the field meets success criteria.

³Appurtenant easements may be extinguished if the associated parcels are owned by the Rancho Purisima LLC. Acreage of each individual easement will be added to available habitat credits when the easement is extinguished.

⁴Canyon Land is not considered potential habitat for CTS or western spadefoot, and is therefore not available for credit.

⁵One 15.9-acre home site is planned within the Bank property. The home site is not included in the available credit acreage.

⁶For the home site, a 100-ft brush clearance fire safety buffer has been removed from available credit acreage. This includes a 17.0-acre brush clearance buffer around the home site.

⁷Subtraction for potential future disturbance associated with exercising of third party mineral rights. Acreage reductions include 10.0 acres removed from Parcel 6 (APN 099-060-010), 2.0 acres removed from Parcel 2 (APN 099-070-014), 4.0 acres removed from Parcel 7 (APN 099-070-002), 4.0 acres removed from Parcel 5 (APN 099-070-007), and 8.0 acres removed from Parcel 1 (APNs 099-070-017 and 099-110-003).

⁸Total available habitat is calculated by subtracting all non-available acreage from total acreage.

⁹Includes all available habitat.

¹⁰Includes all available habitat within 0.25 miles of documented western spadefoot (WSF) breeding ponds. Additional WSF credits may be released if more ponds are documented to support WSF breeding.

Table 2. La Purisima Conservation Bank Credit Release Table

Credit Type	Percent Release	Conditions of Release
<i>Preserved ESA/SS Species Wetland and Upland Habitat</i>		
First Release	15%	Upon Bank Establishment Date
Second Release	25%	Upon funding at least 15% of the Endowment
Third Release	15%	Upon funding at least 40% of the Endowment
Fourth Release	15%	Upon funding at least 70% of the Endowment
Fifth Release	30%	Upon funding 100% of the Endowment

EXHIBIT F-2.

**CREDIT PURCHASE AGREEMENT AND
PAYMENT RECEIPT TEMPLATES**

AGREEMENT FOR SALE OF CONSERVATION CREDITS
SERVICE File No. 1-1- _____

This Agreement is entered into this ____ day of _____, 20__, by and between Rancho Purisima, LLC, a California limited liability company (Bank) and _____ (Project Applicant), jointly referred to as the “Parties,” as follows:

RECITALS

- A. The Bank Owner has developed the La Purisima Conservation Bank located in Santa Barbara County, California; and
- B. The Bank was approved by the U.S. Fish and Wildlife Service (“Service”) and California Department of Fish and Wildlife (“Department”) on _____ and is currently in good standing with these agencies; and
- C. The Bank has received approval from the Service and the Department to offer preserved breeding habitat credits and preserved sheltering habitat credits for California tiger salamander and [spadefoot] as compensation for the loss of breeding and sheltering habitat for California tiger salamander and [spadefoot] as specified in the *La Purisima Conservation Bank Enabling Instrument* (“Bank Agreement”); and
- D. Project Applicant is seeking to implement the project described on Exhibit “A” attached hereto (Project), which would unavoidably and adversely impact _____ [enter species to be impacted by the project], and seeks to compensate for the loss of _____ [enter species/habitat affected] by purchasing Conservation Credits from Bank; and
- E. Project Applicant has been authorized by the Service, Service File No. _____, and the Department, File No. _____, to purchase from the Bank _____ [enter number of credits and credit type] credits upon confirmation by the Bank Owner of credit availability/adequate balance of credits remaining for sale; and
- F. Project Applicant desires to purchase from Bank and Bank desires to sell to Project Applicant _____ [enter number of credits and credit type] credits;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Bank hereby sells to Project Applicant and Project Applicant hereby purchases from Bank _____ [enter number of credits and credit type] credits for the purchase price of _____. The Bank will then deliver to Project Applicant an executed Bill of Sale in the manner and form as attached hereto and marked Exhibit “B”. The purchase price for said credits shall be paid by cashier’s check or, at the option of Bank, wire transfer of funds according to written instructions by Bank to Project Applicant.
2. The sale and transfer herein is not intended as a sale or transfer to Project Applicant of a security, license, lease, easement, or possessory or non-possessory interest in real property, nor the granting of any interest of the foregoing.

3. Project Applicant shall have no obligation whatsoever by reason of the purchase of the Conservation Credits, to support, pay for, monitor, report on, sustain, continue in perpetuity, or otherwise be obligated or liable for the success or continued expense or maintenance in perpetuity of the credits sold, or the Bank. Pursuant to the Bank Agreement and any amendments thereto, Bank shall monitor and make reports to the Service and Department on the status of any Conservation Credits sold to Project Applicant. Bank shall be fully and completely responsible for satisfying any and all conditions placed on the Bank or the Conservation Credits by the Service and Department.

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

5. Project Applicant must exercise his/her/its right to purchase the Conservation Credits within 30 days of the date of this Agreement. After the 30 day period this Agreement will be considered null and void.

6. Upon purchase of the credits specified in paragraph D above, the Bank shall submit to the parties listed in the Notices section of the Bank Agreement / Bank Enabling Instrument, copies of the: a) Agreement for Sale of Conservation Credits; b) Bill of Sale; c) Payment Receipt; and d) an updated ledger. The updated inventory / ledger must detail: i) Project Applicant; ii) Project Name; iii) Status (sale complete/sale not complete); iv) Credit Sale Date; v) Service File Number; vi) U.S. Army Corps of Engineers File Number (if applicable); vii) Total Number of Credits Authorized to Sell; viii) Total Number of Credits Sold to Date (inclusive); and ix) Balance of all Credits Available. The inventory / ledger should include all sales data from bank opening/establishment to the present.

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

BANK:

RANCHO PURISIMA, LLC

By: _____ Date: _____
Brian Sweeney, Manager

PROJECT APPLICANT:

[Enter NAME OF PROJECT APPLICANT/COMPANY]

By: _____ Date: _____

APPROVED

UNITED STATES FISH AND WILDLIFE SERVICE:

This Agreement fulfills a portion of the Project Applicant's proposed ____ (listed species) ____ habitat conservation measures, as described in the Service's Biological Opinion or Habitat Conservation Plan; Service File Number ____ dated _____. The Service verifies that the _____ Bank is in good standing as of the date of this Agreement.

By: _____ Date: _____

Ventura Fish and Wildlife Office

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE:

This Agreement fulfills a portion of the Project Applicant's proposed ____ (listed species) ____ habitat conservation measures, as described in CDFW'S File Number ____ dated _____. The CDFW verifies that the _____ Bank is in good standing as of the date of this Agreement.

By: _____ Date: _____

California Department of Fish & Wildlife, South Coast Region

Exhibit "A"

**DESCRIPTION OF PROJECT
TO BE
MITIGATED**

[Name of Project (Service File No. _____)], _____ County, California

Exhibit "B"

BILL OF SALE

Contract # _____ [Bank Sales Number]

Service File # 1-1- _____

Department File # _____

In consideration of \$ _____, receipt of which is hereby acknowledged, Rancho Purisima, LLC does hereby bargain, sell and transfer to _____ (Project Applicant), _____ credits in the *La Purisima Conservation Bank* in Santa Barbara County, California, developed, and approved by the U.S. Fish and Wildlife Service and California Department of Fish and Wildlife pursuant to the *La Purisima Conservation Bank Enabling Instrument* (the "Bank Agreement").

Rancho Purisima, LLC represents and warrants that it has good title to the credits, has good right to sell the same, and that they are free and clear of all claims, liens, or encumbrances other than those authorized by the Bank Agreement.

Rancho Purisima, LLC covenants and agrees with the buyer to warrant and defend the sale of the credits hereinbefore described against all and every person and persons whomsoever lawfully claiming or to claim the same.

DATED: _____

RANCHO PURISIMA, LLC

By: _____
Brian Sweeney, Manager

Exhibit "C"

La Purisima Conservation Bank

_____ (type of credits) **CREDITS: PAYMENT RECEIPT**

PARTICIPANT INFORMATION

Name: _____

Address: _____

Telephone: _____

Contact: _____

PROJECT INFORMATION

Project Description: _____

Service File Number: _____

Species/Habitat Affected: _____

Credits to be Purchased: _____

Payment Amount: _____

Project Location: _____

County/Address: _____

PAYMENT INFORMATION

Payee: _____

Payer: _____

Amount: _____

Method of payment: Cash _____ Check No. _____ Money Order No. _____

Received by: _____ Date: _____
(Signature)

Name: _____ Title: _____

EXHIBIT F-3.

CREDIT TRANSFER LEDGER TEMPLATE

EXHIBIT F-3.
LA PURISIMA CONSERVATION BANK CREDIT SALES LEDGER

						SHELTERING AND BREEDING HABITAT PRESERVATION			ALL HABITATS
						California Tiger Salamander Habitat*	Western Spadefoot Habitat*	Total Preservation Habitat	Total Credits
Starting Acreage						715.7	116.6	715.7	715.7
Credits Released to Date						-	-	-	-
Credits Sold to Date						-	-	-	-
Remaining Credits for Sale						715.7	116.6	715.7	715.7
TRANSACTIONS									
Applicant	Address	Phone #	Project Name	Agency File #	Date				
TOTAL CREDITS SOLD						0	0	0	0
Credit Releases									
Initial Credit Release – 15% of Starting Credits									
Second Credit Release – 25% of Starting Credits									
Third Credit Release – 15% of Starting Credits									
Fourth Credit Release – 15% of Starting Credits									
Fifth Credit Release – 30% of Starting Credits									
TOTAL CREDITS RELEASED						0	0	0	0

*Habitat acreage includes pond breeding and upland sheltering habitat.