

Exhibit F

Bank Crediting and Credit Transfers

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Exhibit F-1

Credit Evaluation and Credit Table

CREDIT DETERMINATION

Credits are determined based on the USACE and CDFW-approved Credit ratios as described below. Mitigation ratios and number of Credits required for purchase to compensate for impacts to Waters of the U.S. shall be determined by the USACE Regulatory Project Manager on a case-by-case basis.* Mitigation ratios and number of Credits required for purchase to compensate for impacts to Waters of the State or State jurisdictional habitats shall be determined by CDFW.

Credit Type Summary	Available Acres By Mitigation Type	Waters of the U.S. & Buffer Credits (Notes 1, 2, 3, 4, 5, & 7)		Waters of the State Credits (Notes 1, 2, 3, 6, & 7)	
		Credit Determination Ratio (Credits to Acres)*	Waters of the U.S. Credits	Credit Determination Ratio (Credits to Acres)	Waters of the State Jurisdictional Credits
Rehabilitated River: Wetland Waters of the U.S./State	5.28	1:1	5.28	1:1	5.28
Re-established River: Wetland Waters of the U.S./State	35.84	1:1	35.84	1:1	35.84
Re-established Floodplain: Waters of the U.S./State	3.89	1:1	3.89	1:1	3.89
Re-established Floodplain: State jurisdictional/Non-Waters of the U.S.	5.34	1:1**	5.34	1:1	5.34
Re-established Grassland Buffer: Non-Waters of the U.S./State	<u>3.25</u>	1:1**	<u>3.25</u>	1:1	<u>N/A</u>
TOTAL	53.60		53.60		50.35

Notes:

1. All Credit types can be used for permanent and temporary impacts.
2. Bank Sponsor shall submit as-built drawings, with accurate maps of the constructed habitats, no later than 90 calendar days following completion of construction associated with the establishment of the constructed habitats on the Bank Property. The as-built drawings and any attachments must describe in detail any deviation from the Development Plan.
3. Each Credit Release, with the exception of the first and the second, are also contingent upon the Bank Sponsor's submission of an annual report for the current reporting period and a site visit at the appropriate time of the year, as determined by the USACE and CDFW.
4. The final total number of Wetland Waters of the U.S. Credits will be determined based on the year 5 PJD by the USACE.
5. The 53.60 Waters of the U.S. Credits will be sold as:
 - 41.12 Wetland Waters of the U.S. Credits
 - 3.89 Waters of the U.S. Credits
 - 8.59 Buffer Credits
6. Grassland Buffer Credits are not approved by CDFW.
7. A total of 50.35 of the Waters of the U.S./Buffer Credits overlap with the Waters of the State Credits with the Grassland Buffer Credits being the only exception. No greater than 53.60 total Credits can be sold from the Bank.

* The USACE and CDFW determined that the total Credits available for all above listed credit types would equal one Credit of the specific mitigation type to one acre of the specific mitigation type (1:1). To determine the appropriate acreage of compensatory mitigation for impacts to Waters of the U.S. (i.e., compensatory mitigation acreage to impact acreage ratio based on credit type), the USACE Regulatory Project Manager shall use the South Pacific Division's Mitigation Ratio Checklist or current standard operating procedure for determining mitigation ratios within the South Pacific Division and/or Los Angeles District. The appropriate acreage of compensatory mitigation for impacts to Waters of the State will be determined by CDFW on a case-by-case basis.

** Re-established Floodplain: State jurisdictional/Non-Waters of the U.S. and Re-established Grassland Buffer: Non-Waters of the U.S./State do not meet the definition of waters of the U.S. as defined by the USACE. However, these buffer habitats within the floodplain and in the uplands do provide functions and services related to water quality and wildlife habitat and are essential to maintain the ecological viability of the abutting waters of the U.S. The USACE Regulatory Project Manager shall determine the adequate acreage of compensatory mitigation for impacts to Waters of the U.S. using the South Pacific Division's Mitigation Ratio Checklist or current standard operating procedure for determining mitigation ratios within the South Pacific Division and/or Los Angeles District. However, because these buffer habitats are not considered USACE aquatic resources, the acreage of compensatory mitigation required for impacts to Waters of the U.S. shall be higher than that of the aquatic resource credit types. For example, at the time of BEI establishment, the USACE Regulatory Project Manager should consider a minimum of a 6:1 ratio for Re-established Floodplain: State jurisdictional/Non-Waters of the U.S. and a minimum of a 10:1 ratio for the Re-established Grassland Buffer credit type through the "Qualitative" and "Type Conversion" sections of the South Pacific Division's Mitigation Ratio Checklist. The appropriate acreage of compensatory mitigation for impacts to Waters of the State will be determined by CDFW on a case-by-case basis. The Re-established Grassland Buffer: Non-Waters of the U.S./State habitat has not been approved for Credit by CDFW.

CREDIT RELEASE SCHEDULE

Credit Release	Trigger Event	Waters of the U.S. & Buffer Credits Released	Waters of the State Credits Released
1	15% release upon Bank Establishment Date: <ul style="list-style-type: none"> • BEI is fully executed, • Conservation Easement is recorded, and • Bank Sponsor has furnished financial assurances. 	8.04	7.55
2	25% release upon: <ul style="list-style-type: none"> • Completion of construction and as-built drawings ^(Note 1), and • A minimum of 15% of the Endowment Amount shall be funded prior to this release. 	13.45	12.59
3	15% release ^(Note 2) upon: <ul style="list-style-type: none"> • Attainment of year 2 Performance Standards, and • A minimum of 40% of the Endowment Amount shall be funded prior to this release. 	8.04	7.55
4	15% release upon: <ul style="list-style-type: none"> • Attainment of year 3 Performance Standards, • A minimum of 70% of the Endowment Amount shall be funded prior to this release, and • A Waters of the U.S. jurisdictional determination. 	8.04	7.55
5	15% release upon: <ul style="list-style-type: none"> • Attainment of year 4 Performance Standards, and • 100% of the Endowment Amount shall be funded prior to this release. 	8.04	7.55
6	Remaining Credits ^(Note 3) upon: <ul style="list-style-type: none"> • Attainment of year 5 Performance Standards, and • A Waters of the U.S. jurisdictional determination. 	<u>7.99</u>	7.56
Total Credits		53.60	50.35
<p>Notes:</p> <ol style="list-style-type: none"> 1. Bank Sponsor shall submit as-built drawings, with accurate maps of the constructed habitats, no later than 90 calendar days following completion of construction associated with the rehabilitation and re-establishment of the habitats on the Bank Property. The as-built drawings and any attachments must describe in detail any deviation from the Development Plan. 2. Each Credit Release, with the exception of the first and the second, is also contingent upon the Bank Sponsor's submission of the annual report for the current reporting period in accordance with Section IX.B. of the BEI, and a site visit at the appropriate time of year, as determined by the Signatory Agencies. 3. The final total number of Waters of the U.S. Credits will be determined based on the year 5 wetland delineation. 4. The number and type of State Credits will be verified by CDFW. 5. Each release of Wetlands/Waters of the State credits will be contingent upon the payment of the appropriate CDFW Credit Release Fee to CDFW, as required in the BEI. 			

Exhibit F-2

Credit Purchase Agreements and Payment Receipts Templates

SAN LUIS REY MITIGATION BANK

AGREEMENT FOR SALE OF

_____ MITIGATION CREDITS

[Agency & File No.] _____

This Agreement is made and entered into this _____ day of _____, 20__
by and between WILDLANDS SLR HOLDINGS I, LLC (Bank Sponsor) and _____
(Project Proponent) as follows:

RECITALS

A. The Bank Sponsor has developed the San Luis Rey Mitigation Bank (Bank) located in San Diego County, California; and

B. The Bank has been developed pursuant to a Bank Enabling Instrument entered into by and between Bank Sponsor, United States Army Corps of Engineers (USACE), and California Department of Fish and Wildlife (CDFW); and

C. Project Proponent is seeking to implement the project described on Exhibit "A" attached hereto (Project), which would unavoidably and adversely impact [waters of the United States and/or waters of the State] thereon, and seeks to compensate for the such impacts by purchasing Credits from Bank Sponsor; and

D. Project Proponent has been authorized by the [USACE and/or CDFW] under permit number [File No.] to purchase from the Bank Sponsor [credit type and quantity] Credits; and

E. Project Proponent desires to purchase from Bank Sponsor and Bank Sponsor desires to sell to Project Proponent [_____ credit type and quantity _____] Credits.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Bank Sponsor hereby sells to Project Proponent and Project Proponent hereby purchases from Bank [credit type and quantity] Credits for the purchase price of \$____.00. Upon receipt of the purchase price, the Bank Sponsor will then deliver to Project Proponent 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 wire transfer of funds according to written instructions by Bank Sponsor to Project Proponent, or by check payable to "Wildlands SLR Holdings I, LLC."

2. The sale and transfer herein is not intended as a sale or transfer to Project Proponent 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 Proponent shall have no obligation whatsoever by reason of the purchase of the 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. As required by law, Bank Sponsor shall monitor and make reports to the appropriate agency or agencies on the status of any Credits sold to Project Proponent. Bank Sponsor shall be fully and completely responsible for satisfying any and all conditions placed on the Bank or the Credits, by all state or federal jurisdictional agencies. Bank Sponsor hereby shall indemnify Project Proponent of and from all such liabilities and obligations.

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

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

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

BANK SPONSOR

WILDLANDS SLR HOLDINGS I, LLC.

By: _____

Name:

Its:

PROJECT PROPONENT

NAME OF PROJECT PROPONENT

By: _____

Name:

Its:

Exhibit "A"

**DESCRIPTION OF PROJECT
TO BE
MITIGATED**

Enter project description here.

Exhibit "B"
BILL OF SALE
Contract # _____
[Agency & File No.] _____

In consideration of \$_____, receipt of which is hereby acknowledged, WILDLANDS SLR HOLDINGS I, LLC (Bank Sponsor) does hereby bargain, sell and transfer to _____, [credit type and quantity] Credits, for the _____ Project, in the San Luis Rey Mitigation Bank in San Diego County, California, developed and approved under the authority of the United States Army Corps of Engineers and California Department of Fish and Wildlife.

Bank Sponsor 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.

Bank Sponsor 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: _____

WILDLANDS SLR HOLDINGS I, LLC

By: _____

Name:

Its:

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Revised:

Exhibit F-3

Credit Transfer Ledger Template

