

Exhibit H

ALTON NORTH CONSERVATION BANK

AGREEMENT TO PURCHASE
CALIFORNIA TIGER SALAMANDER HABITAT AND
PRESERVATION PLANT ESTABLISHMENT HABITAT CREDITS

MITIGATION PAYMENT TRANSMITTAL FORM

AGREEMENT FOR SALE OF
CALIFORNIA TIGER SALAMANDER MITIGATION CREDITS

ALTON PRESERVE, LLC

336 Bon Air Center, Box 232

Greenbrae, CA 94904

(415) 472-1086

**AGREEMENT TO PURCHASE
CALIFORNIA TIGER SALAMANDER HABITAT
AND PRESERVATION PLANT ESTABLISHMENT HABITAT CREDITS,
ALTON NORTH CONSERVATION BANK**

In reference to the purchase of California tiger salamander habitat credits and preservation plant establishment habitat credits, pertaining to the real property referred to as the Alton North Conservation Bank (APN 034-042-080 located at 2795 Piner Road, Santa Rosa, California), Alton Preserve, LLC (SELLER), and the (entity to be named at the time of purchase) (BUYER), as the undersigned parties, hereby agree to the following:

1. The SELLER shall deliver to the BUYER, for the sum of \$xxx,xxx (amount stated in long-hand), California tiger salamander (CTS) habitat credits and preservation plant establishment habitat credits (Credits), representing ____ acres of preserved seasonal wetland habitat. These credits are to be used to mitigate for the impacts on ____ acres of CTS habitat at the project site, located in (southwest, northwest, etc.) Santa Rosa on property with the following Assessor's Parcel numbers: _____).
 - a. The sale and purchase of the credits under the terms of this agreement shall be transferred from the SELLER to the BUYER subject to the BUYER receiving all necessary permits and clearances from the California Department of Fish and Game and the U. S. Fish and Wildlife Service.
2. BUYER shall deposit the sum of \$xx,xxx (amount stated in long-hand) into an escrow account at (name entity) within five business days of the acceptance of this agreement to reserve the subject credits. The name and address of the entity at which the escrow account will be established is:

Entity

Address

Address

Attn: name of person

3. Transfer of credits and payment of balance of the purchase price ("the Closing") shall take place on or before (state date). On or before this date, SELLER shall deliver to escrow the CTS breeding habitat credits and preservation plant establishment credits required by the BUYER. The BUYER shall deliver to escrow the balance of the purchase price, together with the BUYER's share of title and escrow costs.
4. BUYER and SELLER pay one-half of the escrow fee charged by escrow holder, or \$xxx (amount stated in long-hand), whichever is less. SELLER

shall pay any and all brokerage commissions payable in connection with this transaction. SELLER shall pay the cost (if any) of recording or registering the transfer of credits.

5. SELLER represents and warrants to BUYER that SELLER has obtained approval from all governmental agencies for these credits and has good and marketable title to such credits.
6. This agreement is subject to receipt of necessary permits and approvals by the BUYER. Upon receipt of necessary permits and approvals, the above deposit shall be applied to the full amount of the purchase.
7. Liquidated damages: BUYER and SELLER agree that if BUYER fails to complete this purchase for reason of any default by the BUYER:
 - a. SELLER shall be released from the obligation to sell the credits to the BUYER
 - b. SELLER shall retain, as liquidated damages for breach of contract, the total deposit(s) actually paid.
 - c. In the event of a dispute, funds deposited in trust accounts or escrow are not released automatically And require mutual, signed instruction from both BUYER and SELLER, judicial decision, or arbitration award.
8. This agreement constitutes the entire understanding of the parties and constitutes the sole and only agreement between them concerning the subject matter hereof or the rights and duties of any of them in connection herewith. Any agreements or representations between the parties hereto prior to the date of this agreement and not set forth in this agreement are null and void.

Attorney's fees: In the event that a legal dispute arises under this Agreement, the prevailing party shall recover its attorney's fees and costs, including expert witness fees, from the other party.

BUYER: (name of Buyer)

By:
Title:
Date:

SELLER: ALTON PRESERVE, LLC

By:
Title:
Date:

**CALIFORNIA DEPARTMENT OF FISH AND GAME
MITIGATION PAYMENT TRANSMITTAL FORM**

Project Applicant Instructions: Please fill out and attach this form to payment. For conservation banks, also attach the Bill(s) of Sale for credits sold. One form may be used for multiple transactions, **BUT YOU MUST USE A SEPARATE FORM FOR EACH CHECK YOU TRANSMIT.** Make sure to include Project Name, Project Tracking Number, and FASB Mitigation Tracking Number (if available) on the attached payment type.

(1) DATE: _____

TO: Scott Wilson
Department of Fish and Game
P.O. Box 47
Yountville, CA 94599

(2) FROM: Alton North Conservation Bank
336 Bon Air Center, Box 232
Greenbrae, CA 94904
(415) 472-1086
(415) 491-1147 FAX

(3) RE: Alton North Conservation Bank

(4) AGREEMENT/ACCOUNT INFORMATION

(Check the applicable type)

Conservation Bank 1802 Agreement 2835 NCCP

1802-2007-005-03

(Project Tracking Number)

(FASB Mitigation Tracking Number (if available))

Index _____ PCA _____

(5) PAYMENT TYPE (One check per form only): The following funds are being remitted in connection with the above referenced project:

Check Information:

Total \$ _____ Check No. _____

Account No. _____

a. Endowment: for Management of Conservation Land

Subtotal \$ _____

b. Habitat Enhancement

Subtotal \$ _____

c. Security: Cash Refundable Security Deposit

Subtotal \$ _____

**AGREEMENT FOR SALE OF
CALIFORNIA TIGER SALAMANDER MITIGATION AND/OR
PRESERVATIONPLANT ESTABLISHMENT CREDITS
SERVICE File No. _____**

This Agreement is entered into this _____ day of _____, 20____, by and between Alton Preserve, LLC (Bank) and _____ (Project Proponent) as follows:

RECITALS

A. The Bank has developed Alton North Conservation Bank located in Sonoma County, California; and

B. Alton North Conservation Bank was approved by the U. S. Fish and Wildlife Service ("USFWS") and the California Department of Fish and Game ("CDFG") on [date approved]; and

C. The Bank has received approval from the USFWS to offer California tiger salamander habitat of for sale as compensation for the loss of California tiger salamander habitat type as specified in the Conservation Bank Agreement (CBA); and

D. The Bank has received approval from the USFWS and CDFG to offer ~~preservation~~plant establishment habitat for sale as compensation for the loss of ~~preservation~~plant establishment habitat type as specified in the CBA, and

E. Project Proponent is seeking to implement mitigation for their project described on Exhibit "A" attached hereto (Project), which would unavoidably and adversely impact California tiger salamander habitat and/or ~~preservation~~plant establishment habitat and seeks to compensate for the loss of such habitat by purchasing compensatory credits from Bank; and

D. Project Proponent has been authorized by the Service, Service File No. _____ to purchase from the Bank [_____] credits; and

F. Project Proponent desires to purchase from Bank and Bank desires to sell to Project Proponent [_____] credits;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Bank hereby sells to Project Proponent and Project Proponent hereby purchases from Bank [_____] credits for the purchase price of _____. The Bank 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 cashier's check or, at the option of Bank, wire transfer of funds according to written instructions by Bank to Project Proponent.

2. The sales 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 the Bank's 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 compensatory 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 CBA for Alton North Conservation Bank, Bank shall monitor and make reports to the appropriate agency or agencies on the status of any compensatory credits sold to Project Proponent. Bank shall be fully and completely responsible for satisfying any and all conditions placed on the Bank or the compensatory credits, by all state or federal jurisdictional agencies.

4. The compensatory credits sold and transferred to Project Proponent 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 Proponent must exercise his/her/its right to purchase within thirty (30) days of the date of this Agreement. After the thirty (30) day period this Agreement will be considered null and void.

6. Upon purchase of [] credits specified in paragraph D above, the Bank shall complete the payment receipt foal' attached hereto as Exhibit "C", and shall submit the completed payment receipt to the USFWS and CDFG.

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

BANK

ALTON PRESERVE, LLC

By: Harvey O. Rich

Its: Managing Member

Signed: _____

PROJECT PROPONENT

[NAME OF PROJECT PROPONENT/COMPANY]

By: _____

Its: _____

Signed: _____

Exhibit "A"

**DESCRIPTION OF PROJECT
TO BE MITIGATED**

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

Exhibit "B"

BILL OF SALE

Contract # _____ [Bank Sales Number]

Service File _____ [1-1- -]

[Other Agency file number]

In consideration of \$ _____, receipt of which is hereby acknowledged, Alton Preserve, LLC, does hereby bargain, well and transfer to _____ [Project Proponent], [] credits in the Alton North Conservation Bank in Sonoma County, California, developed and approved by the U. S. Fish and Wildlife Service and the California Department of Fish and Game.

Alton Preserve, 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.

Alton Preserve 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.

Alton Preserve, LLC
By: Harvey O. Rich
Its: Managing Member

Signed: _____

Dated: _____

Exhibit "C"
Alton North 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: _____