

Oregon Wetlands, LLC

__ South Santiam Bank __ Marys River Bank
6001 NW Gilmour Lane, Albany, Oregon 97321

Sales Agreement and Earnest Money Receipt

Oregon Wetlands, LLC (Seller) agrees to sell to _____ (Purchaser), XXXX square feet (**XXXX credits**) of wetland mitigation credits to offset permitted impacts at the Purchaser's site. The bulk purchase price is \$XXXX per credit, for a total purchase price of \$XXXX. The Seller acknowledges receipt of 10% of total purchase price \$XXXX as a nonrefundable Earnest Money deposit in part payment for the time period of date of purchaser signing to three months. After three months without purchasing credits in full, interest of 9.0% of total balance due \$XXXX will be charged, and after six months of not purchasing credits in full the down payment and interest will be nonrefundable and this contract will be renegotiated. Accumulated interest will be due at time of closing or at the end of the contract period, whichever occurs first. The Purchaser agrees to purchase and the Sellers agree to sell the wetland mitigation credits within 5 days of Seller and Purchaser obtaining removal and fill permits or any other necessary approvals of DSL/COE.

Provided further that if this sale cannot be completed due to Seller being unable to sell the credits specified in the DSL/COE permit or Purchaser cannot proceed with project construction due to the necessary regulatory permits not being granted, Purchaser may then terminate this sale and obtain a refund of their earnest money deposit.

The permit approved by DSL/COE shall determine the exact number of credits to be sold by Seller to Purchaser. Any adjustments are to be made at the time of closing.

DSL Permit#: XXXX-RF

Project Name: XXXXXXXXXXXXX

Corps Permit #: NWP-XXXXXXX

Project Location: XXXXXX Coburg, Oregon 97408

Time is of the essence hereof and this contract is binding upon the successors and assigns of Purchaser and Seller. However, Purchaser's rights herein are not assignable without prior written consent of Seller and approval of DSL/COE. The rights and remedies of Purchaser and Seller are the exclusive remedies of each. In any suit or action brought to interpret or enforce this agreement, the prevailing party, in addition to any other award, shall be entitled to an award of its costs and attorney fees incurred at the trial court level and upon any appeal therefrom.

By your signature and date below you agree to and are bound by the terms described above.

Purchaser Signature:

Purchaser - Name, Address & Phone

Date: _____

Seller Signature:

Date: _____

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