

SUNDEW MITIGATION BANK  
CREDIT RESERVATION AND PURCHASE OPTION AGREEMENT

Sundew Mitigation Bank, LLC, the Owner of the Sundew Mitigation Bank (hereinafter "Seller") does hereby reserve and set aside for future assignment for the sole benefit of City of Green Cove Springs (hereinafter "Buyer") mitigation credits the Ratio equivalent of 0.21 UMAM Credits off Seller's St. Johns River Water Management District ledger and NA off Seller's U.S. Army Corps of Engineers ledger (collectively, the "Credits") from its Sundew Mitigation Bank.

**Buyer's Representations:** The Buyer represents and warrants to Seller that these Credits are to be used to offset wetland impacts pertaining to permit number 8905-19-1 issued by the St Johns River Water Management District and permit number NA by the U.S. Army Corps of Engineers for a development known as Magnolia Point Conservation Easement Release 8905-19-1 (the "Project"). It is the sole responsibility of the Buyer to assure that the Credits hereby purchased are sufficient to offset the specific proposed wetland impacts for the Project.

**Purchase of Option:** The total purchase price for the Credits is \$ 21,000 ("Credit Price"), which is based on a price of \$ 100,000 per credit. This Option grants the Buyer the right to acquire the Credits at the Credit Price only if the Buyer exercises the Option by providing written notice to Seller on or before six months from the date of this Option Agreement and Buyer makes full payment of the Credit Price within ten days of such notice. Upon exercise of the Option the Buyer must certify that the Buyer's representations, warranties, and covenants contained herein remain true and accurate.

**The Final Exercise Date:** Notwithstanding any position in the Option Agreement to the contrary, the full amount of the Credit Price shall be due and payable within 10 days following

the earlier of (the "Final Exercise Date"):

- (i) The date the Project has received both its state and federal permits authorizing the use of any or all of the Credits to offset wetland impacts of the Project;; or
- (ii) Six months from the date of this Option Agreement or:
- (iii) The point in time at which the SJRWMD removes the credits from the ledger of the Sundew Mitigation Bank to the Project,

In the event Buyer shall fail to make full payment of the Credit Price and close within 10 days following the Final Exercise Date, Buyer can no longer exercise this Option and Seller may

retain all payments received by Seller.

**Remedies:** If the purchase of the Credits is not consummated on account of Buyer's failure to make timely payment or Buyer's default hereunder, Seller shall be entitled, as its sole and exclusive remedy hereunder, to retain all payments received as full and complete liquidated damages for such default of Buyer, the parties hereto acknowledging that it is impossible to estimate more precisely the damages which might be suffered by Seller upon Buyer's default. The right to retain such sums as full liquidated damages is Seller's sole and exclusive remedy in the event of default hereunder by Buyer, and Seller hereby waives and releases any right to (and hereby covenants that it shall not) sue Buyer: (i) for specific performance of this Agreement, or (ii) to recover the balance of the Credit Price. In the event Seller defaults Buyer shall have the right to seek a return of the Option Payment Amount.

**Assignment:** This Agreement is not assignable by the Buyer. Seller in Seller's sole and absolute discretion, may consent to an assignment to an affiliate of the Buyer. For purposes of this paragraph, an affiliated entity of Buyer shall include any entity that is controlled by Buyer or under common control with Buyer, whether by reason of ownership interests, management or contractual relationship, with the intention that such common control shall continue indefinitely. Upon such assignment, Buyer shall remain fully liable hereunder to Seller to assure the affiliated entity performs all of its obligations hereunder. In the event of the sale of the property by the Buyer, the credits will be transferred to the purchaser.

**Repurchase Option:** Upon payment in full for the Credits by Buyer and the assignment of the same to Buyer and/or the Project, the same shall become the property of the Buyer and, to the extent not utilized by the Buyer for the Project, the Buyer shall be free to sell, assign or transfer any excess Credits not needed by Buyer, to any person or entity as it may determine; provided, however, Buyer shall first provide the Seller written notice giving Seller a ten (10) day period from the date of delivery of the notice to purchase such Credits. Seller shall notify Buyer in writing within said ten (10) day period whether or not it elects to purchase the Credits. If Seller elects to purchase all or some of the Credits, the closing of the sale of the Credits from Buyer to Seller shall occur within ten (10) days from the date Seller notifies Buyer of its intention to purchase the Credits. The purchase price for the Credits shall be \$ 100,000 per credit. If Seller does not elect to purchase said Credits, then this Repurchase Option shall terminate, and Buyer shall be free to dispose of said excess Credits in any manner it may determine. Seller agrees to cooperate with Buyer, without cost or expense to Seller, upon Buyer's reasonable request, including, without limitation, execution of documents as are reasonably necessary, to allow Buyer to sell, assign or transfer such excess credits. This covenant to re-offer the Credits to the Seller shall continue indefinitely.

**Corrections:** If requested by Seller, the Buyer agrees to cooperate fully and in a timely manner to assist Seller in correcting errors and/or omissions which may exist in this Agreement, the reservation letter, allocation letter or other related documents, when correction is deemed by the Seller to be desirable or necessary.

All payments shall be made to: TGC Sundew/Nochaway, LLC, and delivered to: 480 S US 17 San Mateo, FL 32187. Upon receipt of the fully executed credit reservation and purchase agreement, Seller will send a Notice of Credit Reservation to the Buyer. Upon receipt of the full payment of Credit Price Amount, Seller will send a Notice of Credit Allocation to the Buyer. Notice for any party may be at the address set forth herein.

FOR BUYER:

City of Green Cove Springs

By: 

Name Daniel Johnson

Title Mayor

Address: 321 Walnut Street  
Green Cove Springs  
Florida, 32043

Phone: 904-297-7054  
(Required)

FOR SELLER:

Sundew Mitigation Bank, LLC

By: 

Ernest Hale  
As Its Manager

Date: 5/25/22,  
(The "Date of this Option Agreement")