



SUNDEW MITIGATION BANK CREDIT RESERVATION AND PURCHASE OPTION AGREEMENT

Sundew Mitigation Bank, L.L.C., the Owner of the Sundew Mitigation Bank (hereinafter "Seller") does hereby reserve and set aside for future assignment for the sole benefit of District School Board of Clay County (hereinafter "Buyer") a total of 0.83 mitigation credits, 0.00 off Seller's St. Johns River Water Management District ledger and 0.83 off Seller's U.S. Army Corp 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 ___ issued by the St. Johns Water Management District and permit number SAJ-2007-3029-JKM issued by the U.S. Army Corps of Engineers for a development known as "Clay County School X" (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 \$16,600.00 ("Credit Price") which is based on a price of \$40,000.00 per credit. In order to acquire the Option to Purchase the Credits at the Credit Price, pursuant to the terms of this Option Agreement, Buyer shall pay ten percent (10%) of the total purchase price of the Credits, or \$1,660.00 ("Option Payment Amount") upon execution of this Option Agreement. *The Option Payment Amount is nonrefundable and will be applied toward the purchase price of the Credits only if this Option is exercised.* 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 **June 14, 2008** and Buyer makes full payment of the Credit Price (less the Option Payment Amount) 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.

Use of Option: Buyer agrees that the Credits will not be used with any mitigation credits from any other mitigation credits acquired from any other mitigation bank without the prior written authorization of Seller. If Buyer desires to use the Credits with mitigation credits from any other mitigation bank, Buyer shall provide the Seller written notice and afford the Seller one year from the date of such notice to repurchase all or any portion of the Credits from the Buyer at a price equal to \$40,000.00 per credit.

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 ten 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 for the Project; or

(ii) June 14, 2008

(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 (less the Option Payment Amount) and close within ten days following the Final Exercise Date, Buyer can no longer exercise this Option and Seller may retain all payments received by Seller, including the Option Payment Amount.

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.

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 \$40,000.00. 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: Sundew Mitigation Bank, L.L.C., and delivered to: 841 Prudential Drive, Suite 1430, Jacksonville, Florida 32207. Upon receipt of the Option Payment Amount, Seller will send a Notice of Credit Reservation to the Buyer or Buyer's agent. Notice for any party may be at the address set forth herein.

FOR BUYER:

[Buyer]

By:

By:

Name: _____

Title: _____

Address: _____

(Required)

FOR SELLER:

Sundew Mitigation Bank, L.L.C.

By: Cheyenne Environmental, L.L.C.

By:  _____

Ernest E. Hale, III
As Its Manager

Date: 12/14/07

(The "Date of this Option Agreement")