

WETLAND MITIGATION CREDIT PURCHASE AND SALE AGREEMENT

This Wetland Mitigation Credit Purchase and Sale Agreement ("Agreement") is made and entered into this 5th day of February, 2026, by and between Alafia River Wetland Mitigation Bank, Inc. having an address of 439 S Florida Ave, Suite 202, Lakeland, FL 33801 ("Seller"), and the Hillsborough County Aviation Authority, an independent special district under the laws of the State of Florida, having an address of P.O. Box 22287, Tampa FL 33622 ("Buyer").

RECITALS

WHEREAS, Seller has obtained authorization to establish, construct, and operate the Alafia River Wetland Mitigation Bank ("Mitigation Bank") located in Hillsborough County, Florida; and

WHEREAS, the Mitigation Bank has generated mitigation credits ("State Credits") as determined by the Uniform Mitigation Assessment Method ("UMAM") pursuant to Environmental Resource Permit ("ERP") Application No. 896377 ("State Mitigation Bank Permit"), as modified from time to time, issued by the Southwest Florida Water Management District ("SWFWMD") and the Florida Department of Environmental Protection ("DEP") (collectively referred to herein as "Agency"); and

WHEREAS, Buyer has applied for permits for a project known as Wildlife Management Program Phase 2 located in Hillsborough County, Florida ("Project") from SWFWMD, identified by ERP Application No. 896377 dated November 22, 2013 ("Buyer's State Permit"), and United States Army Corps of Engineers (USACOE), Permit No. SAJ-2009-02556 dated April 4, 2020 ("Buyer's Federal Permit"). Buyer's State Permit and Buyer's Federal Permit are collectively referred to herein as "Buyer's Permits"; and

WHEREAS, it is anticipated by Buyer that the Agency will approve the use of State Credits from the Mitigation Bank to fulfill the mitigation requirements of the Buyer's Permits; and

WHEREAS, Seller desires to sell State Credits to Buyer for the purpose of meeting the requirements of Buyer's Permits and Buyer has determined that the quantity, type, methodology, service area, and usability of the State Credits available from Seller pursuant to this Agreement will meet the requirements of Buyer's Permits and Buyer therefore desires to acquire State Credits from Seller; and

WHEREAS, Buyer will purchase State Credits from Seller as part of the purchase and Buyer represents to Seller that the Project does not require corresponding federal credits.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Seller and Buyer agree as follows:

1. Recitals. The recitals set forth in the Whereas clauses above are material parts of this Agreement and are incorporated herein by reference.

2. Credits Purchased. Subject to the terms and conditions of this Agreement, Buyer shall purchase from Seller and Seller shall sell to Buyer:

- a) Palustrine Forested State Credits in accordance with the location of Alafia River Wetland Mitigation Bank, Inc. for a total of 0.85 State Credits at \$139,989.00 per State Credit for an amount of \$118,990.65.
- b) Palustrine Marsh/Herbaceous State Credits in accordance with the location of Alafia River Wetland Mitigation Bank, Inc. for a total of 0.18 State Credits at \$198,000.00 per State Credit for an amount of \$35,640.00.

The mitigation service area is located in Alafia River Basin and is located in a basin directly adjacent to Tampa Bay Basin.

3. Purchase Price. In exchange for the State Credits being purchased hereunder, Buyer shall, subject to the terms and conditions of this Agreement, pay to the Seller a sum total of \$154,630.65.

4. Payment of Purchase Price. Seller will not release any State Credits to Buyer unless the Purchase Price is paid to Seller. Seller will not withdraw State Credits in favor of Buyer or Buyer's Permits unless the entire Purchase Price is paid to Seller.

- a) Payment Method. All payments hereunder shall be made to Alafia River Wetland Mitigation Bank, Inc. Buyer shall pay Purchase Price and any other payments to Seller by ACH.
- b) Transfer of State Credits. Upon execution of this Agreement and the receipt of the full Purchase Price, Seller will convey a letter to Buyer indicating that the State Credits have been purchased by Buyer for the purpose of Buyer's Permits. On or before the date that is 30 days after the latest to occur of 1) Buyer's full payment of the Purchase Price to Seller; 2) receipt by Seller of Buyer's Permits; or 3) receipt by Seller of notarized proof of publication of Buyer's Permits, Seller shall promptly initiate minor modifications of the State Mitigation Bank Permit to withdraw State Credits in favor of Buyer's Permits ("Permit Modifications"). Seller shall provide a copy of the Permit Modifications to Buyer within 30 days of issuance of the Permit Modification. In no instance shall State Credits be transferred by Seller prior to Seller having received full payment of the Purchase Price. The State Credits are nonrefundable and nontransferable unless otherwise specifically provided for herein.
- c) Termination. If Buyer does not pay the full Purchase Price or any other applicable payments as provided in this Agreement, then this Agreement shall terminate upon notice by Seller to Buyer. If this Agreement is terminated as provided in this subsection, neither party shall have any further rights or obligations hereunder, except as expressly provided herein.

5. Acceptance of Agreement. Buyer shall execute and return this Agreement to Seller by January 29, 2026 ("Agreement Acceptance Date"). If Buyer fails to execute and return this Agreement by the Agreement Acceptance Date, then Seller may withdraw its offer to

enter into this Agreement with Buyer.

6. Effect of Condemnation or Regulatory Action.

- a) Condemnation. If the Mitigation Bank property or any part thereof is involuntarily taken prior to full payment of the Purchase Price pursuant to eminent domain proceedings, or if other such involuntary proceedings are commenced prior to full payment of the Purchase Price, and as a result Seller determines that Seller will be unable to transfer any or all of the State Credits to Buyer as specified in this Agreement, then Seller may terminate this Agreement by providing written notice at any time prior to full payment of the Purchase Price. If this Agreement is terminated as provided in this subsection, neither party shall have any further rights or obligations hereunder, except as expressly provided herein.
- b) Seller Regulatory Action. If Seller is unable to transfer the State Credits to Buyer as provided in this Agreement because of the action or order of any regulatory agency, regardless of whether or not Seller has contested or challenged such action or order, Seller may terminate this Agreement by providing written notice to Buyer. If this Agreement is terminated as provided in this subsection, neither party shall have any further rights or obligations hereunder, except as expressly provided herein. In the event of this action or order, Seller shall refund the full Purchase Price to the Buyer.
- c) This Agreement has been duly authorized, executed, and delivered by all necessary action on the part of Seller, constitutes the binding agreement of Seller, and is enforceable in accordance with its terms.
- d) The State Mitigation Bank Permit issued by SWFWMD is valid and in effect as of the Effective Date (February 5, 2026).
- e) As of the Effective Date, the Seller has enough State Credits to satisfy Seller's obligations under this Agreement. During the period beginning on the Effective Date and ending upon full payment of the Purchase Price, Seller will not sell, or contract for the sale of, State Credits from the Mitigation Bank in an amount that would cause the Mitigation Bank's outstanding State Credits balance at full payment of the Purchase Price to be less than the number of State Credits necessary to satisfy Seller's obligations under this Agreement. Seller shall take all actions reasonably necessary both before and after full payment of the Purchase Price to enforce, defend, and maintain the State Credits and Buyer's right thereto.
- f) Seller shall be responsible for the development and maintenance of the State Credits and the Mitigation Bank in accordance with the requirements of the State Mitigation Bank Permit.
- g) This Agreement has been duly authorized, executed, and delivered by all necessary action on the part of the Buyer, and constitutes the valid and binding agreement of the Buyer and is enforceable in accordance with its terms.
- h) In entering into this Agreement, Buyer has not been induced by, and has not relied

upon, any representations, warranties, or statements, whether express or implied, made by the Seller or any agent, employee, or other representative of the Seller, which are not expressly set forth herein.

- i) Buyer has solely determined and verified that the quantity, type, methodology, service area, and usability of the State Credits meets the regulatory requirements of Buyer's Permits.

7. Notices. Any notices required or permitted hereunder ("Notice") shall be sufficiently given if in writing and delivered by overnight courier; by United States mail, return receipt requested; or by electronic mail to the parties hereto as follows:

SELLER: Alafia River Wetland Mitigation Bank, Inc.
439 S Florida Ave, Suite 202, Lakeland, FL 33801

BUYER: Hillsborough County Aviation Authority
P.O. Box 22287, Tampa FL 33622

WITH A COPY TO BUYER'S CONSULTANT: Mead & Hunt
4010 W Boy Scout Blvd, Suite 1000
Tampa, FL 33607

Any Notice given pursuant to overnight courier service or U.S. mail shall be effective as of delivery. Any Notice given pursuant to electronic mail shall be effective as of the date and time shown in the delivery confirmation report generated by the sending party's email system. For example, if the sending party is utilizing Microsoft Outlook to provide Notice, an "Outlook Delivery Receipt" shall be deemed sufficient proof of delivery of Notice to the receiving party; however, an "Outlook Read Receipt" is not required. Each party agrees to immediately notify the other party of any changes to its contact information as provided above.

8. Breach, Default and Exclusive Remedies. In the event of Buyer's breach or default hereunder, Seller's exclusive remedy shall be to terminate this Agreement. In the event of Seller's breach or default hereunder, Buyer's remedies shall be to terminate this Agreement and receive a refund of the Purchase Price paid up to the date of termination. Neither Buyer nor Seller shall be liable for any consequential, special, punitive, or exemplary damages of any nature under this Agreement. The parties agree and acknowledge that SWFWMD and the Environmental Protection Commission of Hillsborough County (EPCHC) have exclusive jurisdiction to enforce Seller's compliance with the terms and conditions of Seller's respective permits authorizing the Mitigation Bank. The provisions of this Section shall survive the termination of this Agreement.

9. Severability. If any provisions of this Agreement are held to be illegal or invalid, the other provisions shall remain in full force and effect.

10. No Third-Party Beneficiaries. This Agreement does not confer any benefit to persons or entities who are not either (a) parties to this Agreement, or (b) successors and permitted assigns of the parties to this Agreement.

11. Venue. The sole and exclusive venue for any litigation resulting out of this Agreement shall be in Hillsborough County, Florida, and if in federal court, shall be exclusively in the Middle District of Florida, Tampa Division. Buyer hereby expressly waives any right it has to object to the venue of any action commenced in any courts in Hillsborough County, Florida, or the Middle District of Florida, Tampa Division.

12. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida subject to the requirements of any applicable federal laws or regulations. Changes in federal, state, or local laws which might have otherwise impacted this Agreement shall not be enforced retroactively after execution of this Agreement. Each party shall be held harmless for damages sustained by the other party as a result of changes in federal, state, or local laws pertaining to this Agreement or the interpretation or enforcement of said changes.

13. Entire Agreement and Amendments. The terms and conditions of this Agreement constitute the sole and entire agreement between the parties hereto with respect to the subject matter hereof. This Agreement supersedes any and all previous oral or written agreements and understandings relating to the subject matter hereto. This Agreement may be amended, modified, or altered only by the written agreement of the parties.

14. Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, heirs, administrators, and assigns of the parties hereto. This Agreement may be assigned by Buyer to another party only upon prior written consent of the Seller, which consent shall not be unreasonably withheld, conditioned, or delayed. Seller shall have the right, upon Notice to Buyer, but without consent of Buyer, to assign its interest under this Agreement.

15. Waiver. No waiver of any provision or condition of this Agreement by any party shall be valid unless in writing signed by such party. No such waiver shall be taken as a waiver of any other or similar provision or of any future event, act, or default.

16. Time of the Essence. Time is of the essence of this Agreement and each and every provision hereof.

17. Calendar Days. References to "day" or "days" in this Agreement will mean calendar days, provided that if the last day for performance falls on a Saturday, Sunday, or legal holiday, then the day of performance will be the next business day. As used in this Agreement, the term "business day" shall mean Monday through Friday, except legal holidays, and the term "legal holiday" shall mean holidays recognized by the State of Florida.

18. Counterparts; Electronic Signature. This Agreement and any modification thereto may be executed in one or more counterparts and by electronic signature, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Signatures may be delivered electronically or by facsimile, and such copies shall be treated as originals for all purposes.

19. Survival. All covenants, agreements, representations and warranties, indemnification and defense obligations, confidentiality obligations, and any other provisions

of this Agreement that are required to ensure the parties may fully exercise their rights and perform their obligations herein shall survive termination of this Agreement.

20. Conflicts. Any conflict between this Agreement and the terms and conditions of the Purchase Order will be resolved in favor of the Purchase Order.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

This Agreement entered into as of the day and year first written above.

IN WITNESS WHEREOF, the parties hereto have set their hands and corporate seals by their proper officers, duly authorized to do so.

By the Seller this _____ day of _____, 2026.

ATTEST:

SELLER

By: _____

Title: _____

Print Name

Print Address

Signed, sealed, and delivered
in the presence of:

Witness

Print Name

Witness

Print Name

Notary for Alafia River Wetland Mitigation Bank, Inc.

STATE OF

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2026, by _____ as
(Name of person)

_____, for _____.

(type of authority)

(name of party on behalf of whom Agreement was executed)

Signature of Notary

Print, Type, or Stamp Commissioned Name of Notary

Personally Known OR Produced Identification

Type of Identification Produced

By the Buyer this _____ day of _____, 2026.

HILLSBOROUGH COUNTY AVIATION AUTHORITY

(Affix Corporate Seal)

By: _____

Arthur F. Diehl III, Chairman

ATTEST:

Jane Castor, Secretary

Signed, sealed, and delivered
in the presence of:

Witness

Print Name

Witness

Print Name

APPROVED AS TO FORM FOR LEGAL
SUFFICIENCY:

By: _____

Michael T. Kamprath, Assistant General Counsel

Notary for Hillsborough County Aviation Authority

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online authorization, this ____ day of _____, 2026, by Arthur F. Diehl III, in the capacity of Chairman, and by Jane Castor in the capacity of Secretary, for Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida, on its behalf.

Signature of Notary

Print, Type, or Stamp Commissioned Name of Notary

Personally Known OR Produced Identification
Type of Identification Produced