

CREDIT PURCHASE AGREEMENT AND ACKNOWLEDGMENT

This Credit Purchase Agreement and Acknowledgment (this “Agreement”) is made as of the 18th day of June 2024, by and between:

“Seller” Wild-TX Lands, LLC
 P. O. Box 6602
 Tyler, Texas 75711
 Contact: Preston W. Smith
 Tel: (903) 780-2102
 Email: preston@wildwoodcredits.com

and

“Purchaser” Collin County
 4690 Community Ave., St. 200,
 McKinney, TX 75071
 Contact: Tracy Homfeld, PE, CFM
 Email: thomfeld@co.collin.tx.us

The purpose of this Agreement is to establish the terms and conditions for the purchase, sale and/or transfer of mitigation bank credits between Seller and Purchaser (jointly referred to as the “Parties”).

RECITALS

- A. WHEREAS, the United States Army Corps of Engineers (“USACE”) approved Seller’s Mitigation Banking Instrument(s) (“MBI”), and/or Seller took assignment of the following MBI’s: Mill Branch Mitigation Bank, Hickory Creek Mitigation Bank, Red Oak Umbrella Mitigation Bank, Cottonwood Creek Mitigation Bank, Wilbarger Creek Mitigation Bank, Mill Creek Mitigation Bank, Bunker Sands Mitigation Bank, and Bill Moore Mitigation Bank (individually the “Project” or collectively, the “Projects”).
- B. WHEREAS, the Projects are established mitigation banks allowing for the sale of Wetland and/or Stream Credits (“Mitigation Credits”) to third parties in need of such mitigation as approved by the USACE.
- C. WHEREAS, as part of the permitting process, the USACE has imposed or may impose a requirement on Purchaser, as a condition to granting is permit, that certain mitigation efforts be undertaken regarding impacted aquatic resources and that Mitigation Credits may be purchased from **Bunker Sands Mitigation Bank** to satisfy such requirements of that permit.

- D. WHEREAS, Purchaser has requested to buy Mitigation Credits from the Seller as intended mitigation for impacts within the service area, or as approved on a case-by-case basis by the USACE out of the Projects' service area.
- E. WHEREAS, Purchaser and Seller enter into this Agreement to set forth the terms and conditions to which the purchase, sale and/or transfer of the Mitigation Credits will be implemented.

AGREEMENT

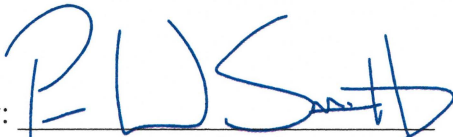
NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Purchase and Sale of Credits; Purchase Price.** Purchaser agrees to purchase, and Seller agrees to sell **0.2 Wetland Credits from Bunker Sands Mitigation Bank** (the "Purchased Credits") for a total non-refundable price of **\$7,000** (the "Purchase Price"). The sale of Purchased Credits by Seller to Purchaser pursuant to this Agreement is final. Under no circumstances shall Purchaser be entitled to a refund of any amounts provided to Seller.
2. **Notification of USACE; Cooperation with Seller.** Purchaser shall deliver to Seller the required information for transfer of credits attached hereto as **Exhibit B**: (i) if known at the time of purchase the USACE permit number (ii) the type and number of Purchased Credits; (iii) the exact location and/or county of the Project; (iv) a brief description of the activities of the project. Seller shall then send notice of credit transfer to USACE within thirty (30) days of receiving payment for the credits set forth above in Section 1.
3. **Conservation Obligations.** Seller shall, in accordance with its obligation to the mitigation bank, perpetually provide for the conservation of the mitigation bank, or banks, and shall carry out all of its obligations in accordance with the applicable terms and conditions set forth therein.
4. **Assignability.** No Party shall assign this Agreement or any part hereof, except to an affiliate, or wholly-owned subsidiary company, and such assignment is approved by the USACE; Purchaser and such subsequent buyer shall execute an amendment to this Agreement providing to Seller the information set forth in Section 2, above. Seller shall send notice to the USACE of the assignment of Purchased Credits to the subsequent buyer.
5. **Amendments.** This Agreement may be amended or modified in whole or in part, and terms and conditions may be waived, only by a duly authorized agreement in writing which makes reference to this Agreement executed by each Party.
6. **Term.** If Purchaser fails to pay the Purchase Price within thirty (30) days from the date of mutual execution of this Agreement the Purchased Credits will be returned to their respective ledger(s) and this Agreement shall be considered terminated, unless extended by mutual agreement of the parties through a written amendment.


7. **Notice.** All notices and other communications provided for herein shall be in writing and shall be delivered by overnight courier service, mailed by certified or registered mail, to the addresses provided for in this Agreement, or electronic mail unless otherwise provided for in writing.
8. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties regarding the subject matter herein, and any previous communications or agreements between the Parties (whether written or oral) related thereto are hereby superseded.

IN WITNESS WHEREOF, Purchaser and Seller have caused this Agreement to be executed by their duly authorized representatives as of the date set forth above.

Seller: Wild-TX Lands, LLC a Texas limited liabilities company

By: 
Name: Preston W. Smith
Its: President

PURCHASER: Collin County, Texas

By: 

Name: CHRIS HILL

Its: 24 JULY 2024

Exhibit A
Wire Instructions

Beneficiary Information

Wild-TX Lands, LLC
P.O. Box 6602
Tyler, TX 75711
(903) 579-9335

Beneficiary Financial Institution

Southside Bank
P.O. Box 1079
Tyler, TX 75710-1079
(903) 531-7111

Checking Account Information

Routing Number
111923607

Account Number
144847701

Exhibit B
Credit Transfer Information

1. **USACE Permit Number:** SWF-2018-00441
2. **Mitigation Bank, Service Area, Credit Type, and Number:** 0.2 Wetland Credits – Bunker Sands Mitigation Bank
3. **Project Location or County:** Collin County, TX, Primary Service Area
4. **Brief Description of Impacts:** Park Boulevard Extension