

**AGREEMENT FOR PURCHASE AND SALE OF STREAM MITIGATION  
CREDITS**

THIS AGREEMENT FOR PURCHASE, SALE, AND RESERVATION OF STREAM MITIGATION CREDITS (this "Agreement") is dated this 7 day of January 2026, by and between WINDROW MITIGATION, LLC t/a WINDROW MITIGATION BANK ("Seller"), and POINTONE RICHMOND, LLC ("Purchaser").

**RECITALS**

A. Seller has created a stream mitigation bank on approximately 144 acres located in Nottoway County, Virginia.

B. Purchaser desires to purchase from Seller and Seller desires to sell to Purchaser 212 stream mitigation credits in the Bank, pursuant to the terms and conditions set forth herein.

**AGREEMENT**

IN consideration of the sum of \$10.00 paid by Purchaser to Seller, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Agreement to Sell and Purchase. Seller will transfer to Purchaser or its designees, and Purchaser or its assignees will purchase from Seller 212 linear feet of stream mitigation area in the Bank (the "Credits"). Seller acknowledges and agrees that, notwithstanding the payment of the Purchase Price (as defined below) contemporaneously with the execution and delivery of this Agreement, Purchaser is purchasing the Credits for use, and the Credits herein are conveyed to Purchaser, its successors, assigns or designees in accordance with Sections 3 and 4 herein, when and as Purchaser directs in writing to Seller, without limit as to (i) the amount of Credits conveyed in connection with any such request (subject to an aggregate total limit of 212 credits), or (ii) the time frame for conveyance of the Credits. To the extent that Purchaser is deemed to have purchased the Credits upon payment of the Purchase Price, Purchaser shall have the right to re-convey all or a portion of its interest in the Credits to its successors, assignees or designees for use on future projects, and Seller consents to such re-conveyances and agrees to cooperate with and assist Purchaser in the documentation of such re-conveyances, including delivery of notices of such re-conveyances to the United States Army Corps of Engineers (the "Corps"), the Virginia Department of Environmental Quality ("DEQ") and any other governing agency with

jurisdiction over the creation of wetland mitigation banks. In the event that any governing authority refuses to recognize the re-conveyance of the Credits for purposes of satisfying the mitigation requirements of future projects, Seller agrees to convey a total of up to 212 Credits directly to any designee of Purchaser as may be requested by Purchaser any credits that have been purchased by Purchaser and not previously conveyed.

2. Purchase Price. The purchase price for the Credits (the "Purchase Price") shall be One Hundred-Thirty Seven Thousand Eight Hundred and 00/100 Dollars (\$137,800.00) for 212 credits. The Purchase Price shall be paid in good funds on the date of execution of this Agreement by both parties. Upon payment of the Purchase Price in full, neither Purchaser, nor its successors, assignees, or designees shall be liable for the payment of any other consideration or fee in connection with the conveyance of the Credits pursuant to Section 4 herein.

3. Delivery of Credits. Upon the satisfaction of the conditions in Section 2 above, Seller shall deliver to Purchaser, its successors, assignees, or designees the following documents to evidence the conveyance of the Credits:

(a) An affidavit in substantially the same form as Exhibit A attached hereto, which shall also be delivered to the Corps and, if appropriate, DEQ, by Seller once credits have been released from the Bank to the Purchaser.

(b) A bill of sale for the Credits in substantially the same form as Exhibit B attached hereto.

Seller acknowledges and agrees that Purchaser may request the conveyance of up to the total amount of Credits purchased by Purchaser in one transaction to satisfy the requirements of the permit issued by the Corps, DEQ and/or any other governing agency, all in accordance with the provisions of Section 1 herein.

4. Representations, Warranties and Covenants. Seller hereby warrants, represents to and covenants with Purchaser as follows:

(a) Seller has a sufficient number of credits in the Bank to consummate the transactions contemplated herein.

(b) Seller shall follow all the requirements for the maintenance of the Bank as required by the Corps, DEQ and any other agency having jurisdiction over the Bank.

(c) There is no pending or to the best of the Seller's knowledge, any threatened action or proceeding affecting Seller before any court, governmental agency or arbitrator which would adversely affect Seller's ability to comply with its obligations hereunder.

(d) Seller hereby covenants and agrees with Purchaser that Seller shall not sell a number of credits in the Bank that would prevent the consummation of the transactions contemplated herein.

(e) Seller shall be solely responsible, at its sole cost and expense, for compliance with the requirements of the Agreement and with all statutes, regulations, and other requirements applicable to the operation, management, and maintenance of the Bank, and for the payment of all taxes applicable to the Bank or the real property on which it is located (collectively the "Bank Regulatory Requirements"). Seller shall indemnify, defend and hold harmless Purchaser and Purchaser's successors, assigns, and designees, from and against any action, order, investigation, or proceeding initiated by any governmental agency and arising from or based on Seller's failure to comply with any Bank Regulatory Requirements or Seller's breach of this Agreement. This indemnity will survive the termination of this Agreement.

(f) When this Agreement has been duly authorized, executed and delivered by Seller, it shall constitute the valid and binding agreement with Seller and is enforceable in accordance with its terms.

(g) Seller represents that it has all necessary and final approvals from all governing agencies and authorities.

All of Seller's representations, warranties and covenants herein shall survive the termination of this Agreement and the delivery of the bill or bills of sale pursuant to Section 3 herein.

5. Miscellaneous

(a) Notices. Any notice, demand or request which is required or permitted hereunder shall be deemed effective when hand delivered, sent by a receipted overnight delivery service, or mailed, via certified mail, to the following addresses:

Seller: Windrow Mitigation, LLC  
c/o Kelby Morgan  
1851 Bennington Road  
Rockville, Virginia 23146

Purchaser: POINTONE RICHMOND, LLC  
c/o Kris Keeney  
13221 Woodland Park Road  
Herndon, VA 20171

The parties may change the address for notices by delivery of a change of address to the other party in accordance with the requirements set forth above.

(b) Brokerage Commission. Seller and Purchaser each warrant to the other that no broker, or similar person is entitled to a commission or other fee in connection with this transaction.

(c) Closing. Within ten (10) calendar days of the execution of this Agreement by both Parties, the full consideration specified herein in Section 2 above, Purchase Price, shall be tendered by Purchaser to facilitate the closing of this Agreement. Failure to tender the required consideration within the specified timeframe shall render this Agreement null and void and Seller shall not be obligated to reserve credits.

(d) Entire Agreement; Modification. There are no other agreements or understandings, written or oral, between the parties with regard to the subject matter of this Agreement. This Agreement shall not be modified or amended except by a written document executed by both parties.

(e) Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, with the proper venue being Goochland County.

(f) Compliance with Applicable Laws. Both parties shall comply with all applicable federal, state, and local laws, rules, regulations, and orders in the conduct of their obligations hereunder.

(g) Severability. The provisions of this Agreement shall be deemed severable and, if any term herein shall be held invalid, illegal, or unenforceable, the remainder of this Agreement shall continue to be effective and binding on the parties.

(h) Additional Assurances. Both of the parties agree to execute and deliver any other document or documents that may be requested from time to time by the other party necessary to perform such party's obligations under this Agreement.

(i) Attorney's Fees. If legal action is commenced by either party to enforce its rights under this Agreement, the prevailing party in such action shall be entitled to recover reasonable costs incurred by it, including, but not limited to, reasonable attorneys' fees and costs, in addition to any other relief granted.

(j) Nature of Credits. The sale and conveyance of the Credits pursuant to this Agreement shall not constitute the conveyance or transfer of any right, interest or ownership of real property or the Bank, nor shall such conveyance impose upon Purchaser any obligation, duty or liability arising from or incident to ownership of an interest in real property.

(k) Duration. This Agreement shall continue in existence until the conveyance of all the Credits in accordance with the provisions of Sections 1 and 4 herein, or the termination hereof pursuant to the provisions of Section 1 herein.

(l) Assignability. Purchaser may assign its rights and obligations hereunder to any person or entity. Seller shall not assign its obligations hereunder without the prior written consent of Purchaser, which may be withheld in Purchaser's sole discretion.

(m) Counterparts. This Agreement may be executed in counterparts, each of which shall

constitute an original, and all of which shall together constitute one and the same Agreement.

(n) Project Specific Information.

1. Project Name: PointOne Richmond Campus
2. Location: Charles City
3. Coordinates: 37.448158° / -77.156805°
4. HUC: 02080206
5. Permits: WP4-25-2174 / NAO-2025-01244

WITNESS the following signatures:

SELLER:

WINDROW MITIGATION, LLC,  
a Virginia limited liability company

By:  \_\_\_\_\_  
Kelby Morgan, Manager

PURCHASER:

POINTONE RICHMOND, LLC

By:  \_\_\_\_\_

Name: \_\_\_\_\_

Its:

EXHIBIT A

AFFIDAVIT OF STREAM MITIGATION SALE

I, KELBY MORGAN, certify that I am now, and at all times mentioned herein have been, the Manager of Windrow Mitigation, LLC, a Virginia limited liability company (the "Company"), and as such I hereby certify the following:

The Company, as of the date hereof, has granted, sold, and transferred or made available for transfer 212 stream mitigation credits to POINTONE RICHMOND, LLC, from the Windrow Mitigation Bank in Nottoway County, Virginia.

IN WITNESS WHEREOF, I have duly executed this Affidavit as of the 8<sup>th</sup> day of JANUARY, 2026.

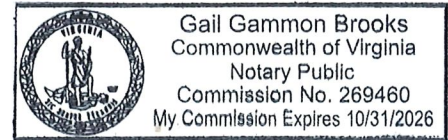
WINDROW MITIGATION LLC,  
a Virginia limited liability company

By: [Signature]  
Name: Kelby Morgan  
Title: Manager

Sworn to and subscribed before me this 8<sup>th</sup> day of January, 2026 by Kelby Morgan, the Manager of WINDROW MITIGATION, LLC, a Virginia limited liability company.

[Signature]  
Notary Public

My commission expires: October 31, 2026



1. Project Name: PointOne Richmond Campus
2. Location: Charles City
3. Coordinates: 37.448158° / -77.156805°
4. HUC: 02080206
5. Permits: WP4-25-2174 / NAO-2025-01244

**Exhibit A signed and delivered upon receipt of payment**

EXHIBIT B

BILL OF SALE

THIS BILL OF SALE is made as of the 8<sup>th</sup> day of JANUARY, 2026, by Windrow Mitigation, LLC, a Virginia limited liability company ("Seller"), and POINTONE RICHMOND, LLC, ("Purchaser").

Seller and Purchaser have entered into that certain Agreement for Purchase, Sale and Reservation of Stream Mitigation Credits dated JANUARY 7 2026 (the "Purchase Agreement"), the terms of which are incorporated herein by reference and made a part hereof, with respect to the sale by Seller and the purchase by Purchaser of stream mitigation credits held in Seller's Windrow Mitigation Bank located in Nottoway County, Virginia.

In consideration of the payment of the Purchase Price (as defined in the Purchase Agreement) and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, Seller hereby sells, transfers, assigns, conveys, delivers, and sets over to Purchaser, its successors or assigns, 212 stream mitigation Credits (as defined in the Purchase Agreement), to have and hold all such stream mitigation Credits forever to satisfy Permit Nos. WP4-25-2174 and NAO-2025-01244.

Witness the following signature:

WINDROW MITIGATION, LLC  
a Virginia limited liability company

By: 

Name: Kelby Morgan

Title: Manager

1. Project Name: PointOne Richmond Campus
2. Location: Charles City
3. Coordinates: 37.448158° / -77.156805°
4. HUC: 02080206
5. Permits: WP4-25-2174 / NAO-2025-01244

**Exhibit B signed and delivered upon receipt of payment**

# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	<b>Windrow Mitigation, LLC</b>		
	2 Business name/disregarded entity name, if different from above.		
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  <i>(Applies to accounts maintained outside the United States.)</i>
	<input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . <b>S</b> <small>Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) _____		
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>		
	5 Address (number, street, and apt. or suite no.). See instructions.		Requester's name and address (optional)
<b>1851 Bennington Road</b>			
6 City, state, and ZIP code <b>Rockville, VA 23146</b>			
7 List account number(s) here (optional)			

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
or									
<b>Employer identification number</b>									
8	5	-	1	5	2	2	2	0	0

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person	Date <b>01-14-2025</b>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they





# 2026.01.06 - RIC Campus, Streams PSA. \$137,800.00 (c)

Final Audit Report

2026-01-07

Created:	2026-01-07
By:	Steve Russell (steve.russell@pointonecorp.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQICwERFcpZMgRWwgx580W-L7E_m8kovx

## "2026.01.06 - RIC Campus, Streams PSA. \$137,800.00 (c)" History

-  Document created by Steve Russell (steve.russell@pointonecorp.com)  
2026-01-07 - 5:20:23 PM GMT
-  Document emailed to Colin Clish (colin@pointonecorp.com) for signature  
2026-01-07 - 5:20:29 PM GMT
-  Email viewed by Colin Clish (colin@pointonecorp.com)  
2026-01-07 - 7:39:30 PM GMT
-  Document e-signed by Colin Clish (colin@pointonecorp.com)  
Signature Date: 2026-01-07 - 7:41:05 PM GMT - Time Source: server
-  Agreement completed.  
2026-01-07 - 7:41:05 PM GMT