

MITIGATION CREDIT PURCHASE AGREEMENT

This Mitigation Credit Purchase Agreement (this "**Agreement**") is executed this 11th day of September 2026 (the "**Execution Date**"), by and between Pee Dee Wetland and Stream Mitigation, LLC ("**Bank Sponsor**"), and The Barefoot Resort Residential Owners Association ("**Purchaser**"). Bank Sponsor and Purchaser may be referred to herein as a "**Party**" and together as the "**Parties**".

RECITALS

WHEREAS, Bank Sponsor is the owner of the Great Pee Dee Mitigation Bank, a 1,093.86-acre site located in Dillon and Marion Counties, South Carolina (the "**Bank**"), which is permitted (Permit Number: SAC-2017-01961) to provide compensatory mitigation through the generation of mitigation credits by virtue of an approved Mitigation Banking Instrument ("**MBI**"), with relevant information regarding the Bank to be found on the Regulatory In-Lieu Fee and Bank Information Tracking System (RIBITS) at the following internet address: https://ribits.ops.usace.army.mil/ords/f?p=107:10:::P10_BANK_ID:4881;

WHEREAS, (i) Purchaser is developing Barefoot Resort Outfall No.2 Phase 1B (the "**Project**") located within the 8-digit watershed Coastal Carolina (03040208) and (ii) to proceed with the Project, Purchaser may be required to fulfill requirements of certain permits to be issued by governmental authorities (the "**Project Permits**"), which requirements may include compensatory mitigation via the purchase of mitigation credits; and

WHEREAS, Purchaser has agreed to reserve, purchase and take delivery of certain Credits from Bank Sponsor and Bank Sponsor has agreed to sell such Credits to Purchaser, all as further set forth herein.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, each intending to be legally bound, hereby covenant and agree as follows:

1. PURCHASE AND SALE OF CREDITS.

- a. **Purchase and Sale.** Bank Sponsor hereby agrees to sell, and Purchaser hereby agrees to purchase, a total of 382.5 stream mitigation credits generated by the Bank's operations (such credits, in any such form, the "**Credits**", and such total quantity of 382.5 Credits), the "**Credit Quantity**".
- b. **Purchase Price.** The total price for the Credits sold and purchased hereunder shall be \$82,237.50 (the "**Purchase Price**"). The Purchase Price shall be applicable even if Purchaser elects to effectuate a delivery of Credits that is *less than* the entire Credit Quantity.
- c. **Payment of Purchase Price.** The Purchase Price shall be paid in full by Purchaser to Bank Sponsor within ten (10) days of the Execution Date. If Purchaser fails to pay the Purchase Price in full within ten (10) days of the Execution Date, then Bank Sponsor shall have the option (in its sole discretion) to immediately terminate this Agreement without incurring any liability or further obligation to Purchaser hereunder or otherwise. The Purchase Price shall be non-refundable in all circumstances.
- d. **Payment Method.** The Purchase Price shall be paid by Purchaser to Bank Sponsor via wire transfer or ACH transfer (as specified by Bank Sponsor) of immediately available (same day) federal funds in U.S. dollars to a bank account as directed by Bank Sponsor. The date on which Bank Sponsor has actually received the Purchase Price in full from Purchaser shall be referred to as a "**Payment Date**."
- e. **As-Is Purchase/Sale.** Purchaser hereby acknowledges and agrees that: (a) it is Purchaser's sole responsibility to determine the acceptance of the purchased Credits by the relevant governmental authorities as offsets and mitigation of environmental impacts associated with the Project or any other purpose; (b) the purchase and sale of the Credits hereunder shall be final, and made on an "AS IS, WHERE IS, WITH ALL FAULTS" basis; (c) no representations or warranties have been made or are made by Bank Sponsor (and no responsibility has been or is assumed by Bank Sponsor) as to the acceptance of the Credits by the relevant governmental authorities as offsets and mitigation of environmental impacts associated with the Project or any other purpose; and (d)

Purchaser's obligations under this Agreement are not contingent upon the occurrence or non-occurrence of any particular event or circumstance relating to the Project and/or the Project Permits or any other permit. The Credits purchased and sold hereunder are non-refundable and non-transferrable by Purchaser.

2. DELIVERY OF CREDITS.

- a. **Delivery of Credits.** During the period commencing on the Payment Date and ending twelve (12) calendar months following the Execution Date (such period, the "**Delivery Period**"), Purchaser shall have the option to issue a written notice to Bank Sponsor indicating that Purchaser desires to effectuate the delivery of the Credits (the "**Delivery Notice**"). Such notice shall include (i) the date on which Purchaser has elected for Bank Sponsor to deliver the Credits (the "**Delivery Date**"), provided that such Delivery Date shall in all instances hereunder be within the twelve (12) month period immediately following the Execution Date, and (ii) the volume of Credits that Purchaser desires for Bank Sponsor to deliver on the Delivery Date (which volume shall not exceed the Credit Quantity) (the "**Elected Volumes**"). Unless otherwise agreed to in advance by Bank Sponsor, Purchaser may only request a single delivery of the Credits on a specified Delivery Date and in a single quantity equal to the Elected Volumes. For sake of clarity, the Purchase Price Balance shall not be reduced or otherwise adjusted if Purchaser requests the delivery of a quantity of Credits that is less than the Credit Quantity.

Following Bank Sponsor's receipt of a notice from Purchaser specifying the Delivery Date and the Elected Volumes and the occurrence of the Payment Date, Bank Sponsor shall initiate a delivery of the entire volume of the Elected Volumes to the Project Permits specified by Purchaser, with such delivery to occur on or around the Delivery Date. The delivery of the Credits shall be evidenced by a "Credit Transfer Letter" from the Bank's Credit ledger to the Corps with a copy to Purchaser.

The Parties hereby acknowledge that (notwithstanding anything to the contrary contained in the Delivery Notice or any other notice from Purchaser, and notwithstanding Purchaser's payment of the Purchase Price) Bank Sponsor shall have no obligation hereunder to deliver any Credits to Purchaser (i) prior to the occurrence of the Payment Date, (ii) in a volume greater than the Credit Quantity, and/or (iii) on a date other than on or around the Delivery Date.

Any Delivery Notice issued by Purchaser requesting a delivery of the Credits on a date that is outside of the Delivery Period shall automatically be deemed invalid and void, even if Purchaser has previously paid the Purchase Price. This Agreement shall automatically terminate if Purchaser fails to pay the Purchase Price in accordance with Section 1.c of this Agreement and Purchaser hereby acknowledges and agrees that, from and after the date of such termination, (i) Purchaser shall be deemed to have fully relinquished any and all rights or interests with respect to the Credits hereunder, and (ii) Bank Sponsor shall be free to sell and deliver the Credits hereunder to any other person or entity (free of any claims from Purchaser). Once Bank Sponsor has delivered the Credits in a volume equal to the Elected Volumes, then Bank Sponsor's obligation to deliver Credits to Purchaser hereunder shall cease (even if the Elected Volumes requested by Purchaser are less than the Credit Quantity).

- b. **Purchaser Default.** If, following the Payment Date, the delivery of the Elected Volumes fails to occur during the Delivery Period for any reason (other than solely due to a material breach by Bank Sponsor of its obligations hereunder), including (without limitation) if such delivery fails because Credits cannot be applied against the permits specified by Purchaser, because Purchaser fails to elect a Delivery Date and/or specify the Elected Volumes, or because Purchaser subsequently elects to not receive delivery of the Credits for any reason (any such failure of delivery of Credits, a "**Purchaser Default**"), then the Purchase Price shall be retained by Bank Sponsor as full compensation and liquidated damages for such Purchaser Default. The Parties recognize that Bank Sponsor will incur expense in connection with its agreement to enter into the transactions contemplated by this Agreement and will also incur economic detriment and serious losses as a result of a Purchaser Default; further, the Parties acknowledge that it would be impractical and extremely difficult to ascertain the extent of the economic detriment, losses and damages to Bank Sponsor caused by a Purchaser Default. In the event of a Purchaser Default, Bank Sponsor's

retention of the Purchase Price shall be Bank Sponsor's sole and exclusive remedy under this Agreement by reason of such Purchaser Default. Each Party acknowledges and agrees that Bank Sponsor's retention of the Purchase Price is not intended as a penalty but instead is intended to constitute liquidated damages to Bank Sponsor. This Section 2.b is a material inducement of each Party to enter into this Agreement.

3. MISCELLANEOUS.

- a. **Limitation of Liability.** Except as otherwise provided herein, neither Party shall be liable for punitive, exemplary, consequential, special, incidental or indirect damages in connection with this Agreement.
- b. **Assignment; Entire Agreement; Survival.** Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by either Party without the prior written consent of the other Party; *provided, however*, that Bank Sponsor may assign this Agreement to any of its affiliates without the consent (but with prior written notice to) Purchaser. This Agreement constitutes the entire agreement of the Parties regarding the matters contemplated herein. This Agreement may not be amended or modified except in a writing executed by an authorized representative of each Party. Termination or expiration of this Agreement will not affect any rights or obligations that may have accrued prior to termination.
- c. **Governing Law & Jurisdiction; Waiver of Jury Trial.** This Agreement will be governed by the laws of the State of South Carolina without giving effect to its conflicts of laws principles. Each Party hereby irrevocably submits to the non-exclusive jurisdiction of any federal court of competent jurisdiction situated in South Carolina or, if any federal court declines to exercise or does not have jurisdiction, in any state court in Marion County or Dillon County, South Carolina, and to service of process delivered to the Party at the address indicated herein. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.
- d. **Waiver; Cumulative Remedies.** No failure to exercise, nor any delay in exercising, any right, power or remedy under this Agreement or provided by applicable law is to operate as a waiver, nor will any single or partial exercise of any right or remedy prevent any further exercise of such right or remedy or of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies (provided by applicable law or otherwise).
- e. **No Third-Party Beneficiaries; Relationship.** There are no third-party beneficiaries to this Agreement and the provisions of this Agreement will not impart any legal or equitable right, remedy or claim enforceable by any person other than the Parties. This Agreement shall not be interpreted or construed to create an association, joint venture or partnership relationship (or any similar relationship) among or between the Parties.
- f. **Notices.** Any notice given hereunder must be (i) in writing and (ii) given by personal delivery, overnight courier, or U.S. mail registered or certified mail, return receipt requested, with the postage prepaid and properly addressed to such Party at its address set forth below, or at such other address as either Party may have furnished to the other by notice given in accordance with this Section 3.f. Notices may also be given by electronic mail at the e-mail address indicated below.

If to Purchaser:

The Barefoot Resort Residential Owners Association
4876 Barefoot Resort Bridge Road, Ste C
North Myrtle Beach, SC 29582

If to Bank Sponsor:

Pee Dee Wetland and Stream Mitigation, LLC
c/o NextEra Energy Marketing, LLC

700 Universe Boulevard
Juno Beach, FL 33408
Attention: Paul Jones
Email: Paul.Jones@NextEraEnergy.com

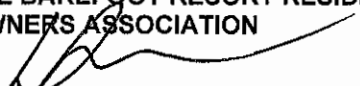
- g. **Confidentiality.** Each Party shall hold in confidence the contents of this Agreement and any other information provided by the other Party in connection with or pursuant to this Agreement ("**Confidential Information**"). Confidential Information includes (i) the fact that this Agreement exists, and (ii) any of the information described in the preceding sentence that is provided to Purchaser by any person retained or otherwise engaged by Bank Sponsor as the manager of the Bank Credit ledger and/or the marketer of the Credits. Both Parties shall inform their respective affiliates and employees of its obligations under this Section 3.g and require such persons to adhere to the provisions hereof. At no time during the effectiveness of this Agreement (and for a period of two (2) years following the Execution Date) may any Party disclose Confidential Information to any third party, or issue any press announcement or public statement regarding this Agreement, without the prior written consent of the other Party (such consent not to be unreasonably withheld, conditioned or delayed). Notwithstanding the foregoing, Bank Sponsor shall (without the consent of Purchaser) be permitted to share Confidential Information (i) with any person retained or otherwise engaged by Bank Sponsor as the operator of the Bank, the manager of the Bank Credit ledger and/or the marketer of the Credits, and (ii) as required by applicable law or to comply with the MBI or any other permit, including (without limitation) disclosure of certain information relating to the delivery of Credits hereunder (which information may be published on a USACE website).
- h. **Further Actions.** Each Party agrees, at any time and from time to time upon the request of the other Party, to execute, deliver and acknowledge, or cause to execute, deliver and acknowledge, such further documents and instruments and do such other acts and things as the other Party may reasonably request in order to fully effect the purposes of this Agreement.
- i. **Drafting; Counterparts.** The Parties hereby acknowledge that each Party and its legal counsel has had an opportunity to review and revise this Agreement, and any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation or enforcement of this Agreement. Each Party further acknowledges and agrees that it has been represented by legal counsel. This Agreement may be executed in separate counterparts and all such counterparts will together constitute one and the same instrument.

This Agreement has been executed as of the Execution Date by the authorized representatives of each Party as indicated below. Each undersigned signatory warrants that it has the authority to execute this Agreement and to bind the relevant Party.

PEE DEE WETLAND AND STREAM MITIGATION, LLC

By: 
Name: Justin Brenner
Title: Vice President
Date: 9/15/26

THE BAREFOOT RESORT RESIDENTIAL OWNERS ASSOCIATION

By: 
Name: Dara Pastuslovsky
Title: President
Date: 9/11/26

