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CONTRACT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS CONTRACT FOR THE PURCHASE AND SALE OF REAL PROPERTY (this "Agreement") is made as of this 17th day of January 2026 (the "Effective Date"), between **HERKIMER COUNTY INDUSTRIAL DEVELOPMENT AGENCY** (the "Seller") and **DOLGEVILLE ORGANICS LLC**, a New York limited liability company (the "Purchaser").

R E C I T A L S

Seller has agreed to sell and Purchaser has agreed to purchase, on the terms and conditions set forth in this Agreement, the real property consisting of approximately thirty (30) acres located along Baker Road, Village of Dolgeville, New York (SBL No. 108.60-1-40), which parcel is described with more particularity in **Exhibit A** attached hereto.

NOW, THEREFORE, for One Dollar ($1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller and Purchaser agree as follows:

1.0 DEFINITIONS.

1.1 Agreement shall mean this Contract for Purchase and Sale of Real Property, dated as of January [__], 2026, between Seller and Purchaser.

1.2 CERCLA shall mean the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.

1.3 Closing shall mean the closing of title to the Premises to be held at the time and place set forth in **Section 3.1** of this Agreement.

1.4 Closing Date shall mean the later of (i) fifteen (15) days following the Due Diligence Date, (ii) ninety (90) days following Seller's issuance of the Disposition Notice, (iii) the satisfaction or waiver of all conditions set forth in **Article 8**, and (iv) the satisfaction or waiver of all title/survey matters under **Section 5.2**; or such other time as Seller and Purchaser shall agree in writing.

1.5 Deed shall mean the statutory form of bargain and sale deed, containing a covenant required by Section 13 of the New York Lien Law, to be executed and delivered by Seller pursuant to **Section 10.1** of this Agreement.

1.6 Disposition Notice shall mean the notice to be issued by Seller pursuant to applicable provisions of the New York Public Authorities Law to the Authorities Budget Office and other New York State public officials.

1.7 Documents shall mean all of the following, in each case to the extent in Seller's possession or control: (a) contracts or agreements affecting or relating to the Premises; (b) warranties, guarantees, indemnities and claims inuring to the benefit of Seller with respect to the Premises; (c) licenses, permits or similar documents affecting or relating to the Premises; (d) surveys, plans, drawings, specifications, engineering reports, archeological reports, environmental studies and other technical descriptions affecting or relating to the Premises; and (e) documentation owned by or in the possession of Seller that relates to the design,

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construction, title, ownership, use, leasing, maintenance, service or operation of all or any portion of the Premises.

1.8 Downpayment shall mean a $15,000.00 deposit of immediately available funds or certified or bank check to be delivered by Purchaser to Escrow Agent pursuant to **Section 4.1(a)** of this Agreement.

1.9 Due Diligence Date shall mean December 31, 2027.

1.10 Due Diligence Period shall mean the period running from the Effective Date to the Due Diligence Date.

1.11 Effective Date shall mean the date first above written.

1.12 Encumbrances shall mean all liens, security, interests, claims, encumbrances, easements, rights-of-way, encroachments, reservations, restrictions, covenants, conditions and any other matters affecting title to the Premises.

1.13 Environment shall mean any water or water vapor, land surface or subsurface, air, fish, wildlife, biota and all other natural resources.

1.14 Environmental Law shall mean any applicable, or relevant and appropriate, statutes, ordinances, by-laws, directives laws, rules or regulations, orders, guidance, standards of care, and any licenses, permits, orders, judgments, notices or other requirements issued pursuant thereto, enacted, promulgated or issued by any Governmental Agency relating to pollution (or the cleanup thereof) or protection of public health and safety or the Environment, or to the identification, reporting, generation, manufacture, processing, distribution, use, handling, treatment, storage, disposal, transporting, presence, Release or threatened Release, of any Hazardous Substances. Without limiting the generality of the foregoing, Environmental Laws shall include CERCLA; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251 et seq.; the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. §§ 2601 et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq.; the Clean Air Act of 1966, as amended by the Clean Air Act Amendments of 1990, 42 U.S.C. §§ 7401 et seq.; the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 et seq., including their respective implementing regulations and any state analogs and amendments thereto, as applicable.

1.15 Escrow Agent shall mean Stewart Title Guaranty Company, 2 Grand Central Tower, 140 East 45th Street, 33rd Floor, New York, New York 10017.

1.16 Governmental Agency shall mean any federal, state, local or foreign government, political subdivision, court, agency or other entity, body, organization or groups exercising any executive, legislative, judicial, quasi-judicial, regulatory or administrative function of government.

1.17 Governmental Application Date shall mean June 30, 2026.

1.18 Hazardous Materials shall mean any hazardous, toxic or regulated materials, pollutants, chemicals, or contaminants or any other substances regulated because of their effect or potential effect on public health and the environment, including, without limitation, asbestos, asbestos-containing materials, urea

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formaldehyde, polychlorinated biphenyls (PCBs), lead paint, radioactive materials, putrescible and infectious materials, and petroleum products as defined, determined or identified as such in any Environmental Law.

1.19 NYSDEC shall mean the New York State Department of Environmental Conservation.

1.20 Permitted Encumbrances shall mean the following Encumbrances subject to which Purchaser has agreed, or is required, to take title pursuant to **Section 5.2** below: (i) real property taxes not yet due and payable; and (ii) standard exceptions contained in the form of the title insurance policy then issued by title companies which are members of the New York Board of Title Underwriters.

1.21 Premises shall mean that certain parcel of real property consisting of approximately thirty (30) acres situated at Baker Road, Town of Manheim, County of Herkimer and State of New York (SBL No. 108.4-1-58.3), and being more particularly described on **Exhibit A** attached hereto, together with all rights, privileges, interests, easements, hereditaments and appurtenances thereunto in any way incident, appertaining or belonging, including, but not limited to all right, title and interest in and to adjacent streets, alleys, rights of way and any adjacent strips or gores of real estate.

1.22 Purchase Price shall mean **THREE HUNDRED THOUSAND AND 00/100 DOLLARS ($300,000.00) (U.S.)**.

1.23 Release shall have the meaning ascribed to it in CERCLA.

1.24 Survey shall mean a survey of the Premises, dated subsequent to the Effective Date, prepared in accordance with Herkimer County standards.

1.25 Title Company shall mean Stewart Title Guaranty Company, or such reputable title insurance company as Purchaser may elect to engage.

1.26 Title Search shall mean a fully guaranteed tax and title search covering the Premises only, the first set-out of which shall be the first recorded source of title in the Herkimer County Clerk's Office at least sixty (60) years prior to the Effective Date, the last continuation of which shall be dated subsequent to the Effective Date and where not covered by the search, a local tax certificate.

1.27 Utility Easements shall mean certain permanent, nonexclusive and commercially reasonable access and utility easements encumbering the Premises for the benefit of the Village of Dolgeville (the "Village"), and running with the Premises, whereby Purchaser grants the Village to right to construct, reconstruct, install relocate, repair, replace, maintain, operate, inspect, alter and remove aboveground and underground water lines, pipes and water tower improvements, as generally depicted in red on **Exhibit B** attached hereto and incorporated herein. The terms of the Utility Easements shall be negotiated and finalized by and among the Seller, the Purchaser and the Village prior to Closing and is a condition of Closing.

2.0 PURCHASE AND SALE.

2.1 Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell, convey, transfer and assign to Purchaser and Purchaser agrees to purchase from Seller, all of Seller's right, title and interest in and to the Premises.

3.0 CLOSING.

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3.1 The Closing shall take place at 10:00a.m. on the Closing Date via escrow with the Escrow Agent, or at such other time and date as Purchaser and Seller may agree in writing.

4.0 PAYMENT OF PURCHASE PRICE.

4.1 The Purchase Price shall be paid as follows:

(a) Within three (3) business days of the Effective Date, Purchaser shall pay the Downpayment to Escrow Agent, by wire transfer of immediately available funds or certified or bank check, to be held in a federally insured interest-bearing account (with all interest thereon deemed a part of the Downpayment) in accordance with the terms and conditions of the Escrow Agreement attached as **Exhibit C** to this Agreement, which Escrow Agreement shall be executed simultaneously with the execution of this Agreement; and

(b) On the Closing Date, Purchaser shall pay the balance of the Purchase Price (as adjusted pursuant to **Section 12** of this Agreement) by wire transfer of immediately available funds as directed by Seller.

5.0 TITLE.

5.1 Promptly following the Effective Date, Seller shall, at its sole cost and expense, cause the Title Search and Survey to be prepared and delivered to Purchaser.

5.2 Within ten (10) days of the receipt of the latter of the items referred to in **Section 5.1**, Purchaser shall give Seller written notice of any Encumbrances not constituting Permitted Encumbrances that are objectionable to Purchaser. If Purchaser fails to deliver such written notice, then Purchaser shall be required to take title subject to all matters disclosed in the Title Search and the Survey. Within five (5) days of its receipt of such notice from Purchaser, Seller shall either (a) provide Purchaser with written notice that Seller shall cure such title defects at or prior to Closing, or (b) provide Purchaser with written notice that Seller is unable or unwilling to cure any such title defect. If Seller is unable or unwilling to cure any such title defect in accordance with the immediately preceding sentence, Purchaser may elect, within ten (10) days of Seller's written notice pursuant to the preceding sentence, (a) to accept such title as Seller shall be able to convey or (b) to terminate this Agreement by giving written notice to Seller and Escrow Agent, whereupon this Agreement shall be deemed to be terminated as of the date of such notice, Escrow Agent shall immediately return the Downpayment to Purchaser and neither party shall have any further rights or claims against the other.

5.3 Encumbrances or defects that arise after the date of the title commitment shall not be deemed Permitted Encumbrances. In the event any involuntary lien or liens securing the payment of money, which are not Permitted Encumbrances (and excluding any inchoate liens for real estate taxes and municipal assessments not yet due and payable) should be filed against the title of the Premises after the date of the title commitment, Seller shall be required to use the net proceeds at Closing to discharge any such involuntary lien or liens.

5.4 Seller agrees not to create any voluntary exceptions or encumbrances to title after the Effective Date without Purchaser's prior written consent, which consent Purchaser may withhold in its sole and exclusive discretion.

5.5 Notwithstanding anything in this Agreement to the contrary, Seller, without Purchaser having to object or provide any notice, shall cure or remove of record at or prior to Closing: (i) any lien which is the result of Seller's voluntary actions and (ii) any title encumbrance or exception arising between the Effective

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Date and the Closing Date which are caused, created, suffered or permitted by Seller. In the event Seller fails to cure or remove of record such title encumbrance or exception, Purchaser may, but shall not be obligated to, cure the foregoing and pay for the removal of same at Closing; provided, however, that if Purchaser elects to cure or remove such title encumbrances, Purchaser shall deduct the amounts relating thereto from the Purchase Price.

6.0 INSPECTION.

6.1 Within three (3) days of the Effective Date, Seller shall deliver the Documents to Purchaser.

6.2 Purchaser shall apply for and submit all necessary building, permit, zoning and NYSDEC approval documentation (collectively, the "Governmental Application") to facilitate Purchaser's intended use of the Premises by the Governmental Application Date. Notwithstanding any provisions to the contrary, if Purchaser fails to submit the required Governmental Application by the Governmental Application Date, Seller may terminate this Agreement by notice to Purchaser within ten (10) days of the Governmental Application Date. Upon such notice, this Agreement shall be terminated as of the date of such notice, the Downpayment shall be delivered to Seller, which sum shall constitute Seller's liquidated damages and shall be retained by Seller in full, sole and exclusive settlement of any and all claims Seller may have against Purchaser hereunder, and neither party shall have any further rights or claims against the other. In the event a termination notice is not given by Seller within the time frame set forth in this Section, Seller shall have been deemed to waive any right to terminate this Agreement related to the Governmental Application.

6.3 During the Due Diligence Period, Purchaser shall obtain project financing, in any mix of debt or equity, in the amount of the Purchase Price. Purchaser shall use commercially reasonable efforts to secure financing for the acquisition of the Premises on such terms and conditions as Purchaser shall deem acceptable in its sole and absolute discretion.

6.4 During the Due Diligence Period, Purchaser shall have the right, at its sole cost and expense, to conduct noninvasive inspections, examinations, environmental surveys (e.g. Phase I Environmental Site Assessment) and site assessments, and feasibility studies relating to the Premises, and to undertake such other due diligence and/or actions as Purchaser deems necessary or desirable in its sole discretion in order to determine the suitability of the Premises for acquisition by Purchaser. Without limitation of the foregoing, in no event shall Purchaser conduct any intrusive, destructive or invasive physical testing (including, without limitation, any Phase II environmental testing), structural, or otherwise at the Property (such as soil borings, water samplings, or the like) or take physical samples from the Property without Seller's express written consent, which consent, as to such intrusive or destructive physical testing or sampling, may be given or withheld in Seller's sole and absolute discretion. All inspections (whether involving physically invasive testing or inspections, or not) shall be done during normal business hours, in a manner so as to minimize disruption to Seller and tenants or occupants of the Premises, and, at Seller's option, in the presence of Seller or any agent or employee of Seller. Purchaser shall restore the Premises to substantially the same condition as they were prior to Purchaser's inspections at its sole cost and expense. All tests or investigations performed by or on behalf of Purchaser will be performed in a good and workmanlike manner and in compliance with all applicable laws. Purchaser's contractors and consultants shall maintain and deliver to Seller, prior to entering the Premises to conduct any inspection or investigation, certificates of general liability insurance with coverage of at least $1,000,000.00, naming Seller as an additional insured. In the event site conditions require notification of regulators under applicable Environmental Laws, Seller must be notified promptly.

6.5 Purchaser shall indemnify, defend and hold harmless Seller from any liability, costs, expenses and the like (including without limitation, reasonable attorneys' fees) which may arise in connection with such inspections at the Premises; provided, however, the foregoing indemnity shall not apply to any claims

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(including, without limitation, claims that the Premises has declined in value) or liabilities including claims or liabilities to the extent the same arise out of or are incurred in connection with (i) the negligence or willful misconduct of Seller or its agents, consultants or contractors; (ii) the discovery by Purchaser or its agents, consultants or contractors of any or pre-existing conditions on the Premises; (iii) the release (other than by Purchaser, its agents or employees) or discovery by Purchaser or presence of any pollutants, hazardous waste, hazardous substance or material located on or about the Premises, except to the extent that Purchaser or its agents, employees or representatives have negligently exacerbated such condition, (iv) the results, findings, tests or analyses of Purchaser's environmental or other physical investigation of the Premises; or (v) any disclosure or notification made or given by Purchaser or any its employees, agents or consultants to any governmental agency or other party that is required by law based upon the results, findings, tests or analyses of Purchaser's environmental or other physical investigation of the Premises. The obligations and indemnities set forth in the foregoing sentence shall survive the expiration or termination of this Agreement or the Closing.

6.6 If Purchaser determines that the Premises are unsatisfactory to Purchaser, or if Purchaser is unable to obtain project financing acceptable to Purchaser, in each case in Purchaser's sole and absolute discretion, Purchaser may, for any reason or no reason, terminate this Agreement by notice to Seller received by Seller no later than the end of the Due Diligence Period. Upon such notice, this Agreement shall be terminated as of the date of such notice, the Downpayment shall be promptly returned to Purchaser and neither party shall have any further rights or claims against the other. In the event a termination notice is not given by Purchaser prior to the end of the Due Diligence Period, Purchaser shall have been deemed to waive any right to terminate this Agreement related to the condition of the Premises.

7.0 CONDITION OF PREMISES.

7.1 Subject to the terms of this Agreement, Purchaser accepts the Premises in its existing environmental condition as of the Effective Date.

7.2 The terms and conditions of this **Section 7** shall expressly survive the Closing and shall not merge with the provisions of any closing documents, including, without limitation, the Deed.

8.0 CONDITION OF SALE.

8.1 The obligation of Seller and Purchaser to consummate the transactions contemplated hereunder are conditioned upon the following:

8.2 Representations and Warranties. The other party's representations and warranties contained herein shall be true and correct in all material respects as of the date of this Agreement and the Closing Date;

8.3 Deliveries. As of the Closing Date, the other party shall have tendered all deliveries to be made at Closing;

8.4 Actions, Suits, etc. There shall exist no pending or threatened actions, suits, arbitrations, claims, attachments, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings, against the other party that would adversely affect the other party's ability to perform its obligations under this Agreement; and

8.5 Utility Easements. As of the Closing Date, the Utility Easements shall be negotiated and finalized by and among the Seller, the Purchaser and the Village.

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9.0 SELLER'S COVENANTS.

9.1 Seller covenants that between the Effective Date and the Closing Date:

(a) It shall not encumber the Premises or enter into any lease or other occupancy agreement with respect to the Premises without the prior written consent of Purchaser.

(b) Seller shall cause to be maintained in full force and effect all insurance policies currently maintained with respect to the Premises.

(c) Seller shall maintain, repair, manage and operate the Premises in a businesslike manner in accordance with Seller's prior practices.

(d) Seller shall, upon Purchaser's request, provide Purchaser with reasonable access to the Premises for the purpose of verifying Seller's performance of its obligations hereunder.

10.0 SELLER'S CLOSING OBLIGATIONS.

At the Closing, Seller shall deliver to Purchaser:

10.1 The Deed, properly executed and in proper form for recording, conveying good, marketable and insurable (at standard rates) title to the Premises to Purchaser, subject only to Permitted Encumbrances;

10.2 Signed counterpart of the settlement statement with respect to Closing;

10.3 Such affidavits as Purchaser's Title Company shall reasonably require, including, without limitation, Purchaser's title company's standard form of owner's affidavit with respect to commercial property;

10.4 Evidence reasonably satisfactory to Purchaser and its Title Company that the person executing the documents at the Closing on behalf of Seller has the full right, power and authority to do so;

10.5 Possession of the Premises in "as-is" condition, free of all persons or parties in possession; and

10.6 Any other documents reasonably required by this Agreement to be delivered by Seller.

11.0 PURCHASER'S CLOSING OBLIGATIONS.

At the Closing, Purchaser shall:

11.1 Cause the Deed to be recorded and cause all real property transfer tax returns to be delivered to the appropriate officers;

11.2 Cause the Utility Easements to be recorded immediately following the Deed;

11.3 Notify Escrow Agent to deliver the Downpayment to Seller;

11.4 Deliver to Seller, as directed by Seller, the balance of the Purchase Price by wire transfer of immediately available funds or certified or bank check;

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11.5 Deliver to Seller a signed counterpart of the settlement statement with respect to Closing; and

11.6 Deliver any other documents reasonably required by this Agreement to be delivered by Purchaser.

12.0 TAXES; ASSESSMENTS; CLOSING COSTS.

12.1 Non-delinquent real estate taxes, water charges and sewer rents, if any, shall be apportioned between Seller and Purchaser as of the close of business on the day prior to the Closing Date on the basis of the fiscal period for which assessed, except that if there is a water meter on the Premises, apportionment at the Closing shall be based on the last available reading, subject to adjustment after the Closing when the next reading is available.

12.2 If the Closing shall occur before a new tax rate is fixed, the apportionment of taxes at the Closing shall be upon the basis of the old tax rate for the preceding period applied to latest assessed valuation. Promptly after the new tax rate is fixed, the apportionment of such taxes shall be recomputed. Any discrepancy resulting from such recomputation and any errors or omissions in computing apportionments at Closing shall be promptly corrected, which obligations shall survive the Closing.

12.3 Purchaser shall pay (i) any and all real estate transfer taxes and documentary stamp taxes in connection with the transfer of the Premises from Seller to Purchaser and (ii) recording and filing fees incurred in connection with the recording of the Deed; provided, however, Seller shall pay all recording and filing fees incurred in connection with recording any documents to cure any title objections made by Purchaser, or any Encumbrances which arise pursuant to **Sections 5.3 and 5.5** herein.

12.4 Seller and purchaser shall split all charges of the Escrow Agent equally (i.e. 50/50).

13.0 BROKER.

13.1 Purchaser and Seller represent and warrant to each other that neither party knows of any broker entitled to a commission in connection with this transaction. Seller and Purchaser shall indemnify and defend each other against any costs, or expenses, including attorneys' fees and costs, arising out of the breach on their respective parts of any representations, warranties or agreements contained in this **Section 13**. The representations and obligations under this **Section 13** shall survive the Closing, or, if the Closing does not occur, the termination of this Agreement.

14.0 NOTICES.

14.1 All notices under this Agreement shall be in writing and shall be delivered personally, sent by certified or registered mail, return receipt requested, or email addressed as follows:

To the Seller: HERKIMER COUNTY INDUSTRIAL DEVELOPMENT AGENCY
420 E German Street
Herkimer, New York 13350
Attention: John J. Piseck, Jr.
Email: jpiseck@herkimercountyida.org

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To the Purchaser:	DOLGEVILLE ORGANICS LLC 26F Congress Street, Unit 346 Saratoga Springs, New York 12866 Attention: Raymond H. Apy Email: rapy@northeasternbiochar.com
To the Escrow Agent:	Stewart Title Guaranty Company 2 Grand Central Tower, 140 East 45th Street, 33rd Floor New York, New York 10017 Attention: Heather Gregg, Esq. Email: heather.gregg@stewart.com

15.0 INTENTIONALLY OMITTED.

16.0 DEFAULT.

16.1 If Purchaser shall fail to perform any of its obligations under this Agreement, Seller and Purchaser acknowledge that Seller's actual damages would be difficult, if not impossible, to ascertain. Purchaser agrees, therefore, that in the event of such default, Escrow Agent shall deliver to Seller the Downpayment, which sum shall constitute Seller's liquidated damages and shall be retained by Seller in full, sole and exclusive settlement of any and all claims Seller may have against Purchaser hereunder.

16.2 If Seller fails to perform its obligations under this Agreement, or if prior to Closing any one or more of Seller's representations or warranties are breached in any material respect, Purchaser may, in its sole and absolute discretion, elect to (i) terminate this Agreement by giving Seller timely written notice of such election prior to or at Closing and recover the Downpayment, (ii) pursue any of its remedies at law or in equity, including specific performance, or (iii) waive said failure or breach and proceed to Closing.

16.3 If this Agreement is terminated due to the default of a party, then the defaulting party shall pay any fees or charges due to Escrow Agent for holding the Downpayment as well as any escrow cancellation fees or charges and any fees or charges due to Purchaser's title company for preparation and/or cancellation of the title commitment. The reimbursement obligations set forth in this **Section 16.3** shall survive the termination of this Agreement.

17.0 REPRESENTATIONS AND WARRANTIES.

17.1 Seller's Representations and Warranties. Seller represents and warrants to Purchaser that:

(a) Organization and Authority. Seller has been duly organized, is validly existing, and is in good standing in the state in which it was formed. Seller has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby. This Agreement has been, and all of the documents to be delivered by Seller at the Closing will be, authorized and executed and constitute, or will constitute, as appropriate, the valid and binding obligation of Seller.

(b) Conflicts and Pending Actions. There is no agreement to which Seller is a party or that is binding on Seller that is in conflict with this Agreement nor are there any outstanding options to purchase or rights of first refusal which affect the Premises. There is no action or proceeding pending or threatened against

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Seller or relating to the Premises that challenges or impairs Seller's ability to execute or perform its obligations under this Agreement or that might detrimentally affect the value or the use or operation of the Premises.

(c) Laws. The Premises is in compliance with applicable building codes, environmental, zoning and land use laws, and other applicable local, state and federal law and regulations (collectively, "Laws"). The use and operation of the Premises now are, and at the time of Closing will be, in compliance with all Laws. Seller shall not commit or permit to occur, any action which will result in such a violation between the Effective Date and the Closing. Seller has not received from any Governmental Authority notice of any violation of Laws applicable to the Premises or any part thereof.

(d) Foreign Person Affidavit. Seller is not a "Foreign Person" pursuant to Internal Revenue Code § 1445.

(e) No Tenants or Rights of Use or Occupancy. There are no leases, subleases, tenancies or other rights of use or occupancy with respect to the Premises.

(f) Bankruptcy. Seller has not filed or been the subject of any filing of a petition under the federal bankruptcy law or any federal or state insolvency laws for composition of indebtedness or for the reorganization of debtors.

(g) Service Contracts. At the time of Closing, there will be no service contracts or agreements affecting the Premises.

17.2 Purchaser's Representations and Warranties. Purchaser represents and warrants to Seller that:

(a) Authority. Purchaser has the full corporate right and authority required to enter into this Agreement and, following expiration of the inspection periods set forth herein, to consummate or cause to be consummated the transactions contemplated hereby. This Agreement has been, and all of the documents to be delivered by Purchaser at the Closing will be, authorized and properly executed and constitute, or will constitute, as appropriate, the valid and binding obligation of Purchaser.

(b) Conflicts and Pending Action. There is no agreement to which Purchaser is a party which is binding on Purchaser and which is in conflict with this Agreement. There is no action or proceeding pending or threatened against Purchaser which challenges or impairs Purchaser's ability to execute or perform its obligations under this Agreement.

The terms and conditions of this **Section 17** shall survive the Closing and shall not merge with the provisions of any closing documents, including without limitation the Deed.

18.0 MISCELLANEOUS PROVISIONS.

18.1 The provisions of Section 5-1311 of the General Obligations Law shall apply to the sale and purchase of the Premises provided for in this Agreement. For purposes of said provision, damage or condemnation shall be deemed to affect a "material part" of the Premises when such damage or condemnation renders fifty percent (50%) or more of the Premises unusable.

18.2 This Agreement embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated herein, and all prior agreements, understandings, representations and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision

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hereof may be waived, modified, amended, discharged or terminated except by an instrument signed by the party against whom enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

18.3 No waiver by either party hereto of any failure or refusal by the other party hereto to comply with its obligations hereunder shall be deemed a waiver of any other or subsequent failure or refusal by such party to so comply.

18.4 Should either Seller or Purchaser employ an attorney or attorneys to enforce any of the provisions hereof, or to protect its interest in any manner arising under this Agreement, or to recover damages for the breach of this Agreement, the prevailing party shall be entitled to payment by the other party of all reasonable costs, charges and expenses, including attorney's fees in the trial and appellate courts, expended or incurred in connection therewith.

18.5 Time shall be of the essence for purposes of this Agreement.

18.6 This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York, without regard to principles of conflict of laws. The parties agree that any action or proceeding arising out of or relating to this Agreement may be commenced in the Supreme Court of the State of New York, Herkimer County and that a summons and complaint commencing an action or proceeding in such court shall be properly served and shall confer personal jurisdiction if served personally, by registered or certified mail, or as otherwise provided under the laws of the State of New York. The parties hereby waive any and all rights to change the venue of any action or proceeding brought to determine any claim or controversy involving this Agreement. Purchaser and Seller hereby waive any rights either party may have to trial by jury in any dispute arising under this Agreement. This waiver shall survive Closing and the delivery of the Deed.

18.7 The captions in this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this contract or any of the provisions hereof.

18.8 This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs or successors and permitted assigns. Neither Seller nor Purchaser may assign their respective rights or delegate their respective duties arising under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, Purchaser may assign this Agreement, without the consent of Seller, to an entity owned, controlled or under common control by/with Purchaser.

18.9 This Agreement shall not be binding or effective until properly executed and delivered by Seller and Purchaser.

18.10 As used in this contract, the masculine shall include the feminine and neuter, the singular shall include the plural and the plural shall include the singular, as the context may require.

18.11 This Agreement may be executed in a number of identical counterparts, and by .pdf or other electronic signature, each of which for all purposes is to be deemed as original, and all of which constitute, collectively, one agreement.

18.12 Neither this Agreement nor any document referring to this Agreement shall be recorded by Purchaser, or by anyone acting on its behalf, in any public office. Any such recording shall, at Seller's option, constitute a default by Purchaser under this Agreement.

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18.13 Except as otherwise provided by applicable law or court order, Seller and Purchaser shall treat this Agreement and all information received by either party in the consummation of the transactions contemplated by this Agreement in a confidential manner. Neither party shall disclose information related to the transaction contemplated by this Agreement to any third party, or make any public, press, social media release, or the like, without the other party's express agreement and consent.

18.14 In the event either party requests the other party's cooperation in completing an IRS Section 1031 like-kind exchange, the parties agree to cooperate and such requesting party agrees to hold the other party harmless from any and all claims, costs, liabilities, or delays in time resulting from such an exchange.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

SELLER:

HERKIMER COUNTY INDUSTRIAL DEVELOPMENT AGENCY

Signed by:
By: John Piseck
FC29ED2BC9384D0...
Name: John J. Piseck, Jr.
Title: Chief Executive Officer

PURCHASER:

DOLGEVILLE ORGANICS LLC

Signed by:
By: Raymond Apy
F7D23CB12E184E0...
Name: Raymond H. Apy
Title: Manager

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EXHIBIT A

DESCRIPTION OF PREMISES

Beginning at a point marked by a P.K. nail in the centerline of Barker Road (County Road No. 196), said point being located 2172' +/- from the centerline intersection of said road and the centerline of NYS Route 167 (Main Street in the Village of Dolgeville);

Thence S 79 degrees 00 minutes 00" E, 1457 feet along the south line of lands of Tumble Forms Inc. to a point marked by a ½" rebar and stones at the west line of the former Little Falls & Dolgeville Railroad;

Thence southerly along the west line of said former railroad lands 862 feet +/- to a point marked by a ½" rebar and stones;

Thence N 81 degrees 22 minutes 59" W, 1452.07 feet along lands to be retained by Perkins on the south to a point marked by a P.K. nail at the centerline of said Barker Road;

Thence along the centerline of said Barker Road the following courses and distances to the place of beginning:

1. N 11 degrees 21 minutes 15 seconds E, 341.48 feet;
2. N 11 degrees 28 minutes 48 seconds E, 198.59 feet;
3. N 10 degrees 49 minutes 06 seconds E, 238.03 feet;
4. N 10 degrees 10 minutes 52 seconds E, 137.40 feet.

Containing 30+/- acres of land.

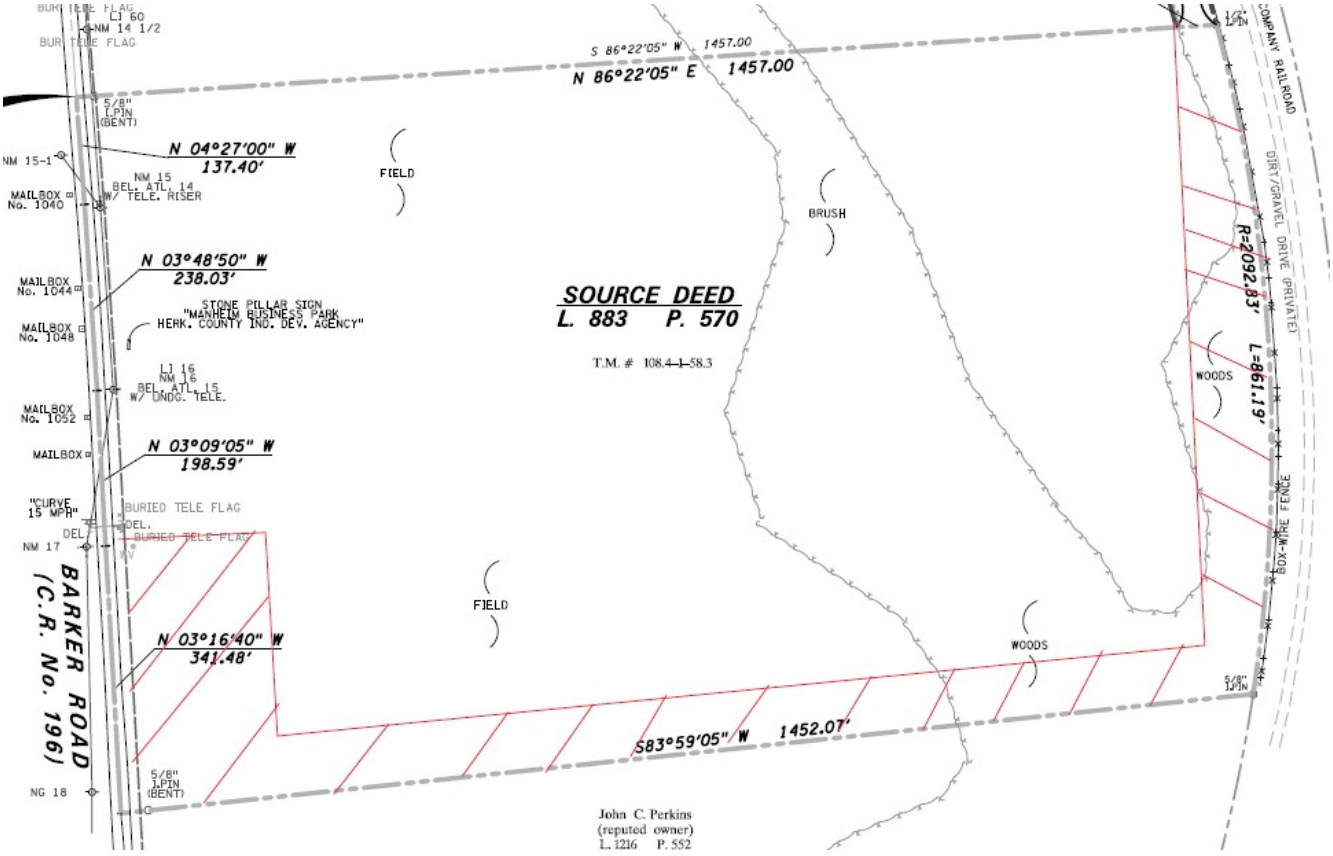
All as shown on a survey map entitled "30 Acre Parcel on Barker Road to be Conveyed to the Herkimer County Industrial Development Agency and a Parcel to Be Retained by Wayne Perkins and Julia Perkins" done by Michael J. Contino, PLC, which map was dated July 17, 2000.

Being a portion of the same premises described in a deed from Martha Cool to Wayne Perkins and Julia Perkins, which deed was dated September 24, 1987 and was recorded in the Herkimer County Clerk's Office on September 30, 1987 in Book 730 of Deeds at Page 285.

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EXHIBIT B

DEPICTION OF UTILITY EASEMENT



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EXHIBIT C

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Agreement") is made as of this _____ day of January, 2026, by and among **HERKIMER COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a Delaware limited liability company ("Seller"), **DOLGEVILLE ORGANICS LLC**, a New York limited liability company ("Purchaser"), and **STEWART TITLE GUARANTY COMPANY**, having an address at 140 East 45th Street, 33rd Floor, New York, NY 10017 ("Escrow Agent").

WITNESSETH

WHEREAS, Seller and Purchaser have entered into a Contract for Purchase and Sale of Real Property dated as of January 17, 2026 ("Contract") pursuant to which Seller has agreed to sell and Purchaser has agreed to purchase a parcel of approximately thirty (30) acres located along Baker Road, Town of Manheim, New York (SBL No. 108.4-1-58.3) ("Premises"), as more particularly described in the Contract;

WHEREAS, subject to and in accordance with the terms of the Contract, Purchaser is obligated to make a deposit in the amount of $15,000.00 (together with any interest thereon, the "Deposit"); and

WHEREAS, in furtherance of the Contract, the Seller and Purchaser desire that the Escrow Agent hold the Deposit in escrow, and Escrow Agent is willing to do so, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is duly acknowledged, the parties hereto agree as follows:

1. The Deposit shall be delivered to the Escrow Agent by wire transfer pursuant to Escrow Agent's wire instructions annexed to this Agreement. Escrow Agent agrees to hold all funds in escrow in accordance with the terms of this Agreement and the Contract.

2. The Deposit shall be deposited by Escrow Agent in an interest-bearing money market account at Citibank, N.A., as selected by Escrow Agent, in New York, New York. All interest will accrue to and be reported to applicable taxing authorities, including the Internal Revenue Service, for the account of the party to whom such interest is or will be paid. Upon request of the Escrow Agent, the parties hereto shall supply the Escrow Agent with his/her/its Social Security/Federal Identification Number. A Form W-9 is annexed to this Escrow Agreement and must be completed by Purchaser concurrently with the execution of this Agreement in order for funds to be transferred to an interest-bearing account.

Seller and Purchaser agree that Escrow Agent shall not be liable for any loss or impairment of the Deposit if such loss or impairment results from the insolvency or suspension of the financial institution in which the Deposit is deposited. The failure to provide the W-9 as required in this paragraph will result in the deposit being placed in a non-interest bearing account.

3. Escrow Agent shall hold the Deposit and all interest accrued thereon and shall dispose of the same only in accordance with the following provisions:

a) Escrow Agent shall deliver the Escrow to Seller or Purchaser, as the case may be, as follows:

(i) to Seller, upon completion of the closing under the Contract; or

(ii) unless Section 3(b)(i), (iii), or (iv) applies, to Seller or Purchaser as designated by an instruction letter jointly executed by both Seller and Purchaser; or

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(iii) to Seller, after receipt of Seller's demand in which Seller certifies that the Contract has terminated and Seller is entitled to receive the Deposit pursuant to the terms thereof; but Escrow Agent shall not honor Seller's demand until more than five (5) days after Escrow Agent has given a copy of Seller's demand to Purchaser in accordance with Section 3 (b)(i) of this Agreement, nor thereafter if Escrow Agent receives a Notice of Objection from Purchaser as provided for in said Section within such five (5) day period; or

(iv) to Purchaser, after receipt of Purchaser's demand in which Purchaser certifies that the Contract has terminated and Purchaser is entitled to receive the Deposit. Escrow Agent shall not honor the Purchaser's demand until more than five (5) days after Escrow Agent has given a copy of Purchaser's demand to Seller in accordance with Section 3(b)(i) of this Agreement, nor thereafter if Escrow Agent receives a Notice of Objection from Seller as provided for in said Section within such five (5) day period.

Escrow Agent shall deliver the Deposit to the party entitled to receive the same by a bank wire transfer to an account designated by such party. Upon delivery of the Deposit to such party in accordance with the terms of this Agreement, Escrow Agent shall be relieved of all liability hereunder.

b) (i) Upon receipt of a written demand from Seller or Purchaser under Section 3 (a)(ii) or (iii) above, Escrow Agent shall send a copy of such demand to the other party. Within five (5) days after the date of receiving same, but not thereafter, the other party may object to delivery of the Escrow to the party making such demand by giving a notice of objection ("Notice of Objection") to Escrow Agent. After receiving a Notice of Objection, Escrow Agent shall send a copy of such Notice of Objection to the party who made the demand, and thereafter, in its sole and absolute discretion, Escrow Agent shall continue to hold the Deposit until Escrow Agent receives a written agreement of Purchaser and Seller directing the disbursement of the Escrow, in which event Escrow Agent shall disburse the Escrow in accordance with such agreement. If Escrow Agent does not receive such written agreement of Purchaser and Seller within If such written authorization is not given, or proceedings for such determination are not begun within thirty (30) following the Notice of Objection, Escrow Agent may elect to (A) continue to hold the Deposit in accordance with the terms of this Agreement; or (B) take any and all actions as Escrow Agent deems necessary or desirable, in its sole and absolute discretion, to discharge and terminate its duties under this Agreement, including, without limitation, depositing the Escrow into any court of competent jurisdiction and bringing any action of interpleader or any other proceeding.

In the event of any litigation between Seller and Purchaser, Escrow Agent may deposit the Deposit with the clerk of the court in which such litigation is pending. Upon the making of such deposit, Escrow Agent shall be relieved of its duties hereunder and shall have no liability thereafter to any party whatsoever.

b) (ii) If Escrow Agent is uncertain for any reason whatsoever as to its duties or rights hereunder, notwithstanding anything to the contrary herein, Escrow Agent may hold and apply the Escrow pursuant to Section 3(b)(i)(A) or (B) or may deposit the Escrow into any court of competent jurisdiction or may decline to take any other action whatsoever. In the event the Escrow is deposited in a court by Escrow Agent pursuant to this Section 3, Escrow Agent shall be entitled to rely upon the decision of such court. In the event of any dispute whatsoever among the parties with respect to disposition of the Deposit, Purchaser and Seller shall pay the reasonable out-of-pocket attorneys' fees and disbursements incurred by Escrow Agent (which said parties shall share equally, but for which said parties shall be jointly and severally liable) for any litigation in which Escrow Agent is named as, or becomes, a party.

4. Escrow Agent shall have no duties or responsibilities with respect to the Deposit except those set forth herein, which the parties hereto agree are ministerial in nature. Seller and Purchaser acknowledge that Escrow Agent is serving solely as an accommodation to the parties hereto, and except for the gross negligence or willful misconduct of the Escrow Agent, Escrow Agent shall have no liability of any kind whatsoever arising out of or

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in connection with its activity as Escrow Agent. Except for the gross negligence or willful misconduct of the Escrow Agent, Seller and Purchaser jointly and severally agree to and do hereby indemnify and hold harmless Escrow Agent from all third-party suits, actions, loss, costs, claims, damages, liabilities, and expenses (including, without limitation, attorneys' fees and disbursements) ("Liabilities") which may be incurred by reason of its acting as Escrow Agent. In no event shall the foregoing indemnity apply to any lost profits or for any incidental, special, consequential or punitive damages. Escrow Agent may charge against the Deposit any amounts owed to it under the foregoing indemnity upon the joint written consent of Purchaser and Seller, which consent shall not be unreasonably delayed or withheld.

5. All notices, demands, offers, elections or other communications required or permitted by this Escrow Agreement shall be in writing and shall be delivered by hand delivery, reliable overnight courier or confirmed e-mail and addressed to the party at the following addresses:

To Seller:
Herkimer County Industrial Development Agency
420 E German Street
Herkimer, New York 13350
Attention: John J. Piseck, Jr.
Email: jpiseck@herkimercountyida.org

To Purchaser:
Dolgeville Organics LLC
26F Congress Street, Unit 346
Saratoga Springs, New York 12866
Attention: Raymond H. Apy
Email: rapy@northeasternbiochar.com

To Stewart Title Guaranty Company (Escrow Agent):
Heather Gregg, Esq.
Commercial Escrow Counsel
Stewart Title Guaranty Company
140 East 45th Street, 33rd Floor
New York, NY 10017
(212) 922-0050
heather.gregg@stewart.com

Notice shall be deemed to have been given or delivered if personally delivered, upon delivery; or, if sent by overnight courier, on the first day after being sent. Notwithstanding the preceding sentence to the contrary, and solely with respect to the Escrow Agent, notice shall be deemed to have been given or delivered to the Escrow Agent on the date of the Escrow Agent's actual receipt or refusal of such notice.

In its capacity as Escrow Agent, Escrow Agent shall not be responsible for the genuineness or validity of any instrument, document or item deposited with it with respect to the Deposit, and shall have no responsibility other than to faithfully follow the instructions contained herein with respect to the Deposit. The parties hereto agree that Escrow Agent is fully protected in acting in accordance with any written instrument given to it hereunder by any of the parties hereto believed by Escrow Agent to have been signed by the proper person. Escrow Agent may assume that any person purporting to give any notice hereunder has been duly authorized to do so. Escrow Agent shall have no obligation to review or confirm that actions taken pursuant to such notice in accordance with this Agreement comply with any other agreement or document with respect to the Deposit.

6. Escrow Agent hereunder may resign at any time on giving five (5) days prior written notice to that effect to each of the Seller and Purchaser. In such event, a successor Escrow Agent shall be selected by the

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Seller and approved by the Purchaser, such approval not to be unreasonably withheld or delayed. Escrow Agent shall then deliver to the successor Escrow Agent the Deposit and any interest earned thereon, if any, to be held by the successor Escrow Agent pursuant to the terms of this Escrow Agreement. If no successor Escrow Agent is designated and qualified within ten (10) business days after Escrow Agent's resignation is effective, Escrow Agent may apply to a qualified court for the appointment of a successor Escrow Agent. The expenses thereof shall be equally borne by the Seller and Purchaser.

7. Escrow Agent shall have no duties or responsibilities with respect to the Deposit other than those expressly set forth herein. Escrow Agent shall have no duty to enforce any obligation of any person to make any payment or delivery or to enforce any obligation of any person to perform any other act. Escrow Agent shall have no liability to the other parties hereto or to anyone else by reason of any failure on the part of any party hereto or any maker, guarantor, endorser or other signatory of any document or any other person to perform such person's obligations under such document.

8. Escrow Agent shall be entitled to select any and all counsel who may be retained to defend or prosecute any action on behalf of Escrow Agent under or arising out of this Agreement.

9. The duties and obligations of the Escrow Agent shall be determined solely by the express provisions of this Agreement, and, except as expressly set forth herein, Escrow Agent will not be charged with knowledge of any provisions of the Contract or any other documents executed in connection with the Contract. Escrow Agent shall not be liable except for the performance of its duties and obligations as are specifically set forth in this Agreement, and no implied covenants or obligations shall be read into this Agreement against the Escrow Agent.

10. If either Purchaser or Seller becomes subject to a voluntary or involuntary proceeding under the United States Bankruptcy Code, or if the Escrow Agent is otherwise served with legal process which Escrow Agent in good faith believes affects funds deposited with Escrow Agent, Escrow Agent shall have the right to place a hold on funds deposited with the Escrow Agent until such time as Escrow Agent receives an appropriate court order or other assurances satisfactory to Escrow Agent (in Escrow Agent's sole discretion) establishing that the funds may continue to be held or disbursed, as the case may be, according to the instructions contained in this Agreement.

11. If at any time Escrow Agent, in good faith, is in doubt as to the action it should take under this Agreement, Escrow Agent shall have the right (i) to place a hold on funds on deposit with the Escrow Agent until such time as Escrow Agent receives an appropriate court order or other assurances satisfactory to Escrow Agent as to the disposition of funds in the Escrow Agent's possession; or (ii) to commence, at the expense of both the Seller and the Purchaser, an interpleader action in any court of competent jurisdiction situated in New York County in the State of New York and to take no further action except in accordance with joint instructions from Purchaser and Seller or in accordance with the final order of the court in such action.

12. It is expressly agreed that this Agreement is for the sole benefit of the parties hereto and shall not be construed or deemed to have been made for the benefit of any third party or parties.

13. This Agreement and the obligations of the parties hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of New York applicable to contracts executed, delivered and to be fully performed in New York.

14. If any provision of this Agreement or the application thereof to any entity, person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other entities, persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

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15. This Agreement contains the entire understanding between the parties hereto. No waivers, variations, modifications or changes hereto shall be binding upon any party hereto, unless set forth in a document duly executed by all parties hereto.

16. Whenever used herein, the singular number shall include the plural, and the use of any gender shall include all genders. Obligations under this Agreement shall be binding upon the Seller and the Purchaser, jointly and severally. This Agreement shall be binding upon and enforceable between, and inure to the benefit of, the Seller and the Purchaser, their heirs, executors, administrators, legal representatives, successors, assigns or trustees.

17. This Agreement may be executed in multiple counterparts, all of which shall be with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one and the same instrument. Any signatures to this Agreement delivered by e-mail (via .pdf) shall be deemed an original for purposes of determining the enforceability of this Agreement.

18. Each party waives the right to a jury in any dispute relating to this Agreement.

19. The provisions of this Agreement shall survive the termination until the Deposit is released to the appropriate party or parties pursuant to the terms of this Agreement.

20. Capitalized terms used but not defined in this Agreement shall have their respective meanings set forth in the Contract. To the extent there is a conflict between the terms of this Agreement and the Contract, the terms of the Contract shall control.

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IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first above written.

SELLER:
HERKIMER COUNTY INDUSTRIAL DEVELOPMENT AGENCY

Signed by:
By: John Piseck
FG29EDDBC93846D...
Name: John J. Piseck, Jr.
Title: Chief Executive Officer

PURCHASER:
DOLGEVILLE ORGANICS LLC

Signed by:
By: Raymond Apy
F77B26B125491FD...
Name: Raymond H. Apy
Title: Manager

ESCROW AGENT:

STEWART TITLE GUARANTY COMPANY

By: _____
Name:
Title:

WIRE INSTRUCTIONS AND FORM W-9 TO BE ANNEXED TO THIS AGREEMENT