

the part of either party. Buyer shall make such determination within _____ calendar days of acceptance. Buyer shall restore the ground to the same condition as found.

- (D) **Water Availability.** The Buyer shall have permission to enter the property for the purpose of drilling a well for water at Buyer's expense provided that Buyer shall deposit as security in Seller's attorney's trust account an amount sufficient to cover the maximum expense of well drilling shown on a written estimate provided by Buyer's well driller. If the water supply is unsatisfactory in the opinion of the Buyer, then the Buyer shall have the option of canceling this Contract by written notice to the Seller without further liability on the part of either party. Buyer shall make such determination within _____ calendar days of acceptance. Buyer shall restore the ground to the same condition as found.
- (E) **Mortgage Contingency.** This offer is subject to Buyer obtaining and accepting a written _____ mortgage loan commitment in an amount not to exceed _____ % of the purchase price or \$ _____ at an interest rate not to exceed _____ %, for a term of _____ years (the "Commitment"). Buyer shall immediately apply for this loan and shall have until _____, 20____ to obtain and accept a Commitment. The conditions of any such Commitment shall not be deemed contingencies of this Contract but shall be the sole responsibility of Buyer; however, a commitment that is conditioned on an appraisal of the property shall not be deemed a Commitment hereunder. Acceptance of a Commitment by Buyer shall be deemed a waiver and satisfaction of this contingency.
- (F) **Cash Transaction Contingency.** This offer is subject to Buyer providing Seller with written proof that Buyer has immediately available U.S. funds in the amount of the purchase price by _____, 20____.
- (G) **Sale and Transfer of Title Contingency.** This offer is subject to the sale and transfer of title of Buyer's existing property pursuant to the terms and conditions of the Sale and Transfer of Title Contingency Addendum.
- (H) **Attorney Approval.** This Contract is subject to the written approval of attorneys for Buyer and Seller within 5 calendar days, *excluding Sundays and public holidays*, from date of acceptance (the "Approval Period"). If either attorney (i) does not provide written approval within the Approval Period or (ii) makes written objection to or conditionally approves (collectively, the "Objection") the Contract within the Approval Period and the Objection is not cured by written approval by both attorneys and all of the parties within the Approval Period, then (A) either Buyer or Seller may cancel this Contract by written notice to the other and any deposit shall be returned to the Buyer or (B) the approving attorney may notify the other party (with a copy to any attorney listed below) in writing that no approval has been received and that the noticed party has five (5) calendar days, *inclusive of Sundays and public holidays*, from receipt of the notice ("Grace Period") to provide written attorney approval or disapproval of the Contract. The approving attorney shall provide to the noticed party (with a copy to any attorney listed below) a copy of the approving attorney's approval letter, whether conditional or not, along with the written notice of the Grace Period. If written attorney approval or disapproval is not provided to the approving attorney within the Grace Period, then this Attorney Approval contingency shall be deemed waived by the noticed party and any conditions in the approving attorney's approval letter shall be deemed accepted by the noticed party.
- (I) **Waiver of Attorney Approval Contingency.** This offer is not subject to the Buyer's attorney approval.
- (J) **Gas, Mineral, Oil and Timber Rights Lease Approval.** This offer is subject to Buyer's approval of all gas, mineral, oil and timber rights leases affecting the property (the "Leases") within seven (7) calendar days after Buyer's receipt of the Leases from Seller. Seller agrees to provide Buyer with complete copies of all Leases including all amendments within seven (7) days of acceptance.
- (K) **Environmental Audit Contingency.** This offer is subject to an environmental audit at Buyer's expense, within forty-five (45) calendar days of acceptance, satisfactory to the Buyer in the Buyer's sole discretion.
- (L) **Other Contingency(s).** See Addendum.

4. **Pre-Closing Inspection.** Buyer shall have the right to inspect the property within forty-eight (48) hours before the time of closing.

5. **Closing Date and Place.** Closing shall be by mail, with each party signing documents/checks in their own office or counsel's office. At any time after such specified date, any party who has completed its obligations under this Contract which are to be completed prior to closing may notify the other party that time is of the essence to close (the "Time of Essence Notice") which Time of Essence Notice shall set forth a specific time for closing on a day that is at least seven (7) calendar days after delivery of the Time of Essence Notice to such other party pursuant to Paragraph 19 hereof. (the "Closing")

6. **Title and Related Documents.** Seller shall deliver at Seller's expense, unless otherwise provided in B. below as to the instrument survey map: See Addendum

~~A. At least fifteen (15) calendar days prior to the closing date, to Buyer or Buyer's attorney, (i) a draft of the proposed deed and abstract of title, fully guaranteed tax and Court searches, all dated or re-dated after the date of acceptance, with a local tax certificate for village or city taxes, if any (all of which shall be continued to and including the day of closing at Seller's expense).~~

~~B. The Buyer Seller shall furnish and pay for an instrument survey map of the property and shall have markers placed on the angle points and pins on the corners. The map shall be prepared by a licensed surveyor and dated or re-dated after the date of this Contract. The map shall show acreage inclusive exclusive of the rights-of-way. The map shall be furnished to the parties and their attorneys at least fifteen (15) calendar days prior to the closing date.~~

G. At the Closing, to Buyer, a properly signed and notarized, (i) Warranty Deed with lien covenant (or Executor's Deed, Administrator's Deed or Trustees Deed, if Seller holds title as such), (ii) documents required by law, and (iii) documents required by Buyer's lender, provided there is no cost or liability to Seller.

7. **Marketability of Title.** Seller shall convey good marketable and title to the property in fee simple, free and clear of all liens and encumbrances. The parties acknowledge and agree that good and marketable title to the property, free and clear of all liens and encumbrances, means, without limit, that all gas, mineral, oil and timber rights will transfer with the property to Buyer.

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C.B.
Seller's Initials

Purchase and Sale Contract for Lots and Vacant Land
(All Prior Versions are Obsolete)

DH
Buyer's Initials InstantFORMS

mineral, oil and timber rights that have been leased under Lease(s) approved by Buyer pursuant to Paragraph 5(j) above and except as otherwise provided in Paragraph 13 below. However, Buyer agrees to accept title to the property subject to: (a) restrictive covenants of record common to the tract or subdivision of which the property is a part, provided these covenants have not been violated or the time for objection to any violation has expired; (b) public utility easements within fifteen (15) feet of lot lines which do not interfere with any existing improvements on the property or with any improvements that Buyer may construct in compliance with all present restrictive covenants of record and zoning and building codes; and (c) except for waterfront properties, fences deviating from the actual property line one foot or less, provided the fence placement does not impair access to the property from a right-of-way or cause the property to be in violation of any restrictive covenant, easement, or agreement of record or of any building, zoning or subdivision code.

8. Objections to Title. If Buyer raises a valid written objection to Seller's title which indicates that title to the property is unmarketable, then Seller may cancel this Contract upon written notice to Buyer, and the deposit shall be returned to Buyer. However, if Seller: (a) is able to cure the objection on or before the Closing or (b) is able to insure the title objection and Buyer is willing to accept insurable title, then this Contract shall continue, subject to the Seller curing the title objection and/or providing insurable title at Seller's expense. If Seller fails to cure the title objection on or before the Closing, or if Buyer is unwilling to accept insurable title, Buyer may cancel this Contract upon written notice to Seller and the deposit shall be returned to Buyer. See Addendum

9. Transfer Tax, Recording Costs, Mortgage Tax, and Closing Adjustments. Seller will pay the real property transfer tax and special additional mortgage recording tax, if applicable. Buyer will pay for recording the deed and mortgage, mortgage tax and mortgage assumption charges, if any. Excluding delinquent items, Interest and penalties, the following will be prorated and adjusted between Seller and Buyer as of the closing date: taxes, other assessments and municipal charges computed on a fiscal year basis; common charges or assessments; water, pure water, and sewer charges.

10. Zoning. Seller represents that the property is zoned _____.

11. Risk of Loss. Risk of loss or damage to the property by fire or other casualty until transfer of title shall be assumed by the Seller. If damage to the property by fire or such other casualty occurs prior to transfer, Buyer may cancel this Contract without any further liability to Seller and Buyer's deposit is to be returned. If Buyer does not cancel but elects to close, then Seller shall transfer to Buyer any insurance proceeds, or Seller's claim to insurance proceeds payable for such damage.

12. Condition of Property. Buyer agrees to purchase the property and all buildings, fixtures and other improvements, AS IS, subject to reasonable use, wear, tear, and natural deterioration between now and the time of Closing.

13. Gas, Mineral, Oil and Timber Rights. Seller represents that all gas, mineral, oil and timber rights will transfer with the property except _____ No exceptions. All rights transferred.

14. Services. Seller represents that the following services are available at the property line: Electric, Fuel Oil, Gas (Natural), Propane, Public Sewers, Public Water, Septic System, Telephone Well, Other _____

If propane is checked, Seller represents that the propane tank is not is owned by Seller and that there is not is an existing written contract to provide propane between the propane company and Seller.

15. Deposit to Listing Broker; Default. Buyer has deposited will deposit within two (2) calendar days of acceptance following completion of attorney approvals \$ _____ in the form of a check or wire with Title Agency (Escrow Agent) which deposit will be held at Title Agency's (Bank) and which deposit is to become part of the purchase price or returned if not accepted or if this Contract thereafter fails to close for any reason not the fault of the Buyer. If Buyer fails to complete Buyer's part of this Contract, Seller is allowed to retain the deposit to be applied to Seller's damages and may also pursue other available rights and remedies Seller has against the Buyer, including but not limited to a lawsuit for any real estate brokerage commission paid by the Seller. If Seller fails to complete Seller's part of this Contract, Buyer's deposit will be returned to Buyer, and Buyer may pursue other available rights and remedies Buyer has against Seller.

16. Real Estate Broker.

- (a) The parties agree that _____ brought about this purchase and sale.
 (b) It is understood and agreed by Buyer and Seller that no broker brought about this purchase and sale.

17. Life of Offer. This offer shall expire on February 28, 2023, at 5 p .m.

18. Responsibility of Persons Under This Contract; Non-Assignability. If more than one person signs this Contract as Buyer, each person and any party who takes over that person's legal position will be responsible for keeping the promises made by Buyer in this Contract. If more than one person signs this Contract as Seller, each person or any party who takes over that person's legal position, will be fully responsible for keeping the promises made by Seller. However, this Contract is personal to the parties and may not be assigned by either without the other's consent.

19. Notices. Notices under this Contract shall be made by a party to the other party and shall be in writing and deemed delivered to the other party upon receipt. An attorney for a party may also give any notices under this Contract to the other party with a copy to such other party's attorney designated on this Contract, if any. Seller and Buyer agree that notices under this Contract may be delivered to any address and/or fax number designated by Seller or Buyer, as applicable, on the Administrative Information page of this Contract.

Delivery of notices under this Contract shall be made by personal delivery, overnight courier, first class mail, or by fax, provided that the original of the faxed notice shall also be mailed by first class prepaid mail within one calendar day, excluding Saturdays, Sundays and public holidays, following the date of the fax transmission.

If delivery is made by personal delivery, the notice(s) delivered shall be deemed received on the date delivered. If delivery is made by overnight courier or first-class mail, the notice(s) delivered shall be deemed received one calendar day, excluding Saturdays, Sundays and public holidays, following the date upon which the notice(s) are deposited with the overnight courier service with delivery charges prepaid or charged to sender's account or with the postal service with required postage affixed. If delivery is made by fax, the notice(s) transmitted shall be deemed received on the date the sender receives confirmation from the recipient's equipment that the entire transmission has been received, provided the required mailing is completed.

20. Entire Contract; Miscellaneous. This Contract when signed by both Buyer and Seller will be the record of the complete agreement between the Buyer and Seller concerning the purchase and sale of the property. This Contract may be signed in counterparts. No oral agreements or promises will be binding. Seller's representations in this Contract shall not survive after Closing. If any provision of this Contract is rendered invalid or unenforceable, it shall not affect the validity or enforceability of the remaining provisions. This Contract shall be construed, enforced and interpreted under the laws of the State of New York, without regard to principles of conflicts of laws.

- 21. Addenda.** The following Addenda are incorporated into and attached to and made a part of this Contract:
- | | | |
|---|---|--|
| <input type="checkbox"/> Agricultural Districts/Farming Activity Disclosure | <input type="checkbox"/> Mediation | <input type="checkbox"/> Uncapped Natural Gas Well Disclosure |
| <input type="checkbox"/> All Parties Agreement (FHA/VA) | <input type="checkbox"/> Mortgage Assumption | <input type="checkbox"/> Utility Surcharge |
| <input type="checkbox"/> Electric Availability | <input type="checkbox"/> Sale & Transfer of Title Contingency | <input type="checkbox"/> Wayne County Disclosure Notice for all Residential Property |
| | | <input type="checkbox"/> Well and Septic System |

Other: Addendum/Continuation of Contract

DATED: Mar 13, 2023 BUYER *David Norbut*
David Norbut (Mar 13, 2023 14:55 ADT)

DATED: _____ BUYER The Don Agency, Inc or Assignee

ACCEPTANCE OF OFFER BY SELLER COUNTER OFFER BY SELLER
 Seller accepts the offer and agrees to sell on the terms and conditions set forth.
 Waiver of Seller's attorney approval. This offer is not subject to Seller's attorney approval.

DATED: _____ SELLER *Celia M. Bean*

DATED: _____ SELLER _____

ADMINISTRATIVE INFORMATION

Property Address: 149 Quilty Hill Road, Kirkwood, NY 13795

MLS#

Celia Bean

Seller

contacts - Celia Bean/Brad Harris

Seller

97 Depew Drive

Address

Barton, NY 13734

City, State, Zip

607-624-5910 - Brad Harris

Telephone No.

607-699-3982 - Celia Bean

Email address

bpharris50@outlook.com

Seller's Attorney

Address

City, State, Zip

Telephone No.

Email address

Listing Broker

NY License No.

Address

City, State, Zip

Phone

Fax

Email address

Listing Agent

NY License No.

Phone

Fax

Cell

Public ID#

Email address

The Don Agency, Inc or Assignee

Buyer

Buyer

1241 University Ave.

Address

Rochester, NY 14607

City, State, Zip

585-504-2207 (c) 585-730-5805

Telephone No.

dave@norbutsolarfarms.com

Email address

Ashley E. Champion

Buyer's Attorney

1241 University Ave.

Address

Rochester, NY 14607

City, State, Zip

585-504-2205 (c) 585-260-4850

Telephone No.

achampion@norbutsolarfarms.com

Email address

Selling Broker

NY License No.

Address

City, State, Zip

Phone

Fax

Email address

Selling Agent

NY License No.

Phone

Fax

Cell

Public ID#

Email address



GREATER ROCHESTER ASSOCIATION OF REALTORS®, INC.
Continuation Form to Purchase and Sales Contract



Published by and only for the exclusive use of the Greater Rochester Association of REALTORS®, Inc.

DATED: 1/26/2023

BUYER: The Don Agency, Inc or Assignee

SELLER: Celia Bean

PROPERTY: 149 Quilty Hill Road, Kirkwood, NY 13795

Counter Offer Addendum
8

Title, Survey & Deposit

1. DUE DILIGENCE - TITLE REQUIREMENTS. Seller shall immediately order from an established Title Company or other abstracting source (abstract company, law firm) acceptable according to Broome County Bar Association standards and cause update of the abstract of title and deliver a re-dated 100-year search abstract and all information regarding unrecorded rights and/interests of third parties in the Property (Leases, options, easements, licenses, other rights, etc.). At Closing, Seller must deliver to Buyer a title without exception, limitation or interference with any rights to (crossing, overhead, underground, or general use of) the parcel shown either on a survey or a properly updated abstract. Notwithstanding the foregoing, Buyer agrees to accept title to the Property subject to the following "Permitted Encumbrances": (1) restrictive covenants of record common to the tract or subdivision of which the Property is a part, provided these restrictions (a) have not been violated, or (b) if they have been violated, that the time for anyone to complain of the violations has expired and (c) provided they do not, as determined in Buyer's sole discretion, interfere with Buyer's ability to construct, operate, or finance a solar energy system on the Property and (2) public utility easements along lot lines as long as those easements do not, in Buyer's sole discretion, interfere with Buyer's ability to construct, operate, or finance a solar energy system on the Property. To the extent Buyer needs to remove any Permitted Encumbrances, Buyer shall do so at Buyer's sole cost and expense. Buyer's attorney, upon receipt of the title commitment, as well as the survey (hereinafter defined) which plots all matters raised in the title commitment, has thirty (30) days to inspect title and to notify Seller's attorney as to title objections. Buyer's attorney shall identify in writing all existing title issues to be resolved. Seller shall then have ten (10) days thereafter to notify Buyer as to which objections it will cure. Said notification shall apply to conditions existing as of said date, and the Parties acknowledge the Seller shall be obliged to address any further title issues which may arise between said date of agreement on Title and the date of Closing. Absent the parties reaching such an agreement within said ten (10) day period, Buyer shall have the right to terminate this Contract. If Buyer does not terminate, Seller will not be obligated to cure any title issues it notified Buyer if its refusal to cure said ten (10) day period.

- a) SPECIAL DEPOSIT CLAUSES: If Buyer has not terminated the Contract within 10-days following the expiration of said (10) day time period above, [redacted] of the deposit shall become non-refundable provided Seller cures any and all identified title issues (including full, legal termination of all leases or other third party interests affecting the Property, recorded or unrecorded, use, occupancy, oil, mineral, or any kind whatsoever) and/or so long as Closing does not occur due to default of Seller. In the event the purchase Contract is not terminated by the 6-month mark, an additional amount of [redacted] of the deposit shall then become non-refundable. In the event the purchase Contract is not terminated by 365 days of the Effective Date, an additional amount of [redacted] of the deposit shall then become non-refundable. All non-refundability is subject to Seller curing any and all said title issues and so long as any failure to close is not due to Seller's default, cancellation, or refusal to perform. Notwithstanding the above and the provisions of Paragraph 15, Escrow Agent shall enter into a separate Escrow Agreement acceptable to both parties.
- b) The deposit is fully refundable except as described above. At the time of Closing, the deposit as referenced under Section 15 of the Contract (the "Earnest Money Deposit") shall be credited to Buyer as a credit to Buyer on the purchase price to be paid to Seller, without exception. If Contract is canceled because Seller fails to or has refused to perform any of its required and agreed upon duties after Buyer's written demand, Buyer shall be entitled to receive back the entire deposit.
- c) Survey: Buyer may obtain, prior to Closing and at Buyer's expense, a survey of the Property certified to Buyer by a New York Registered Land Surveyor (hereinafter referred to as the "Survey"). Seller will permit representatives of Buyer to enter the Property for preparation of the Survey and shall otherwise reasonably cooperate with Buyer in preparation of the Survey.
- d) Title and Legal Costs: Buyer shall pay for Seller's costs, including legal costs, associated with title review during the due diligence review period in an amount not to exceed [redacted]. Such payment will be drawn out of the Deposit as necessary to pay such costs. Prior to drawing on the Deposit to pay these expenses, the Seller shall provide documentation and invoices to Buyer as to such costs.

DATED: Mar 9, 2023

DATED: Mar 13, 2023

Celia Bean
Celia Bean (Mar 9, 2023 10:51 EST)
David Norbut
David Norbut (Mar 13, 2023 14:55 ADT)



GREATER ROCHESTER ASSOCIATION OF REALTORS®, INC.
Continuation Form to Purchase and Sales Contract



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DATED: 1/26/2023

BUYER: The Don Agency, Inc or Assignee

SELLER: Celia Bean

PROPERTY: 149 Quilty Hill Road, Kirkwood, NY 13795

[] Counter Offer [8] Addendum

Due Diligence 1

2. ACREAGE: In the event actual total acreage of the Property to be conveyed based upon a current Survey obtained by Buyer is less than 100.464 acres (excepting road right of way), the purchase price of [REDACTED] shall be adjusted at the rate of [REDACTED] per acre, or a fraction thereof, reflecting the amount of acreage below 100.464 acres. In the event actual total acreage of the Property to be conveyed based upon a current Survey obtained by Buyer is greater than 100.464 acres, the purchase price of [REDACTED] shall be adjusted upward at the rate of [REDACTED] per acre, or a fraction thereof, reflecting the amount of acreage above 100.464 acres;

3. PROPERTY DESCRIPTION: The property, identified by Tax ID 147.00-1-2.2 and spanning +/- 78.62 acres, Buyer offers to purchase. Additionally, the property identified by Tax ID 147.00-1-7, with a remaining area of +/- 21.38 acres, is subject to a subdivision map and legal description, pending closing. Seller's subdivision survey for said parcel and its legal description are attached as Exhibit C. This survey shows 21.838 acres. Survey as Exhibit B shows 78.626 acres. Total acreage is 100.464.

4. LEASES: Seller shall not renew or enter into any (new) leases, grant any party any right of occupancy or any other rights in or to the Property or otherwise encumber the Property during the term of this Contract, without express written consent of Buyer, that would be longer than a month-to-month tenancy, as such must be terminated prior to Closing consistent with the requirements of this Contract. All proceeds of said leases shall be the sole property of Seller, to be otherwise adjusted in accordance with this Contract should any such leases or rights extend past the date of Closing, under any agreement to extend as between Buyer and Seller.

5. DUE DILIGENCE FOR BUYER: Buyer is to have 365 days from the "Effective Date" (The last/latest date both sides/ parties have signed this Contract) to conduct all tests, examinations, and obtain any and all approvals and any agreements in final, non-appealable form, upon conditions acceptable to Buyer in Buyer's sole and absolute discretion. Such time period is the "Due Diligence Period".

Notwithstanding anything to the contrary set forth herein, in the event Buyer in its sole discretion shall conclude from the results of said tests or other findings or efforts or any other reason that the Buyer no longer wishes to purchase property, and shall so notify Seller in writing of Buyer's conclusion on or before the expiration of Due Diligence Period, this Contract shall be terminated and of no further force or effect and the Earnest Money Deposit shall be returned to Buyer, unless otherwise called-for in this Contract as the same may be extended.

(a) EXTENSION: Buyer shall have such option and the right to extend the Due Diligence Period upon payment of an additional [REDACTED] non-refundable deposit. If prior to the expiration of the initial Due Diligence Period, Buyer shall determine that Buyer needs an additional 60 days, Buyer may exercise such extension in writing, at which time, Buyer's deposit shall become non-refundable to Buyer, except for Seller's failure to deliver marketable title by the time of the Closing pursuant to the terms of this Contract.

DATED: Mar 9, 2023

Celia Bean
 Celia Bean (Mar 9, 2023 10:37 EST)

DATED: Mar 13, 2023

David Norbut
 David Norbut (Mar 13, 2023 14:55 ADT)



GREATER ROCHESTER ASSOCIATION OF REALTORS®, INC.
Continuation Form to Purchase and Sales Contract



Published by and only for the exclusive use of the Greater Rochester Association of REALTORS®, Inc.

DATED: 1/26/2023

BUYER: The Don Agency, Inc or Assignee

SELLER: Celia Bean

PROPERTY: 149 Quilty Hill Road, Kirkwood, NY 13795

Counter Offer

Addendum

Due Diligence 2

5. TESTING & APPROVALS: As part of Buyer's Due Diligence Period Seller hereby authorizes and permits Buyer, and its employees, agents, contractors and assigns, access to the property for the purpose of inspection, survey, design, tests and other actions reasonable related to the investigation by Buyer of the suitability of the Property for the Buyer's intended or desired purpose(s), including but not limited to conducting surveys, soil, archaeological, geologic, and other engineering studies, and to apply seek and receive approvals for Buyer's intended use(s) (collectively, the "Investigations") on the Property subject to the Buyer's sole discretion. Upon completion of Buyer's investigations, Buyer, at Buyer's sole cost and expense, shall fill all test holes and excavations, remedy all damage of the Property, if any, caused by Buyer, and remove any debris caused by any inspection, test, or sampling performed on behalf to Buyer.

Buyers shall be entitled to such access upon 24-hour advanced notice, with the Parties to mutually cooperate and establishing dates and times for the same.

Buyer shall have until expiration of the full Due Diligence Period provided in the Contract, herein, or any extension thereof as deemed necessary and desirable by the buyer.

It is understood and agreed that Buyer's contingencies for the above-described Due Diligence Period are for the Buyer's sole benefit and can be waived at any time whenever satisfactory to Buyer. Such contingencies shall be construed to require performance Satisfactory to Buyer, in Buyer's sole discretion.

AT NO COST TO SELLER: Seller shall cooperate with Buyer in assisting to complete Buyer's due diligence, including without limitation: providing information, signing/joining in any applications for Buyer's development approvals, permission to Buyer for clearing areas of the Property where samples are to be taken, entry upon the Property and access to all parts of the Property.

Buyer agrees to use commercially reasonable efforts not to reasonably interfere any occupant's normal business operations, or conducting the inspections.

6. BUYER'S ASSURANCES: Prior to Buyer's, or its agents entering onto the Property, Buyer shall procure and maintain a policy for general liability insurance in amount no less than \$1 million, single limit coverage and Buyer shall provide Seller with a certificate of such policy upon request.

Buyer agrees to indemnify and hold Seller harmless from and against all claims, losses, damages, costs and expense (including without limitation reasonable attorney's fees and court costs) (collectively, "Losses"), suffering incurred by Seller to the extent Losses result from the negligence or intentional misconduct of Buyer including any activities of Buyer's employees, consultants, contractors, or other agents).

Notwithstanding anything to the contrary contained in this Contract, Buyer shall not be obligated to indemnify, defend or hold Seller harmless from any Losses to the extent any such Losses result from the gross negligence or intentionally harmful acts of Sellers, its agents, employees or contractors, or existing conditions on the Property caused by the Seller.

7. ASSIGNMENT: Buyer shall have the right to freely assign its rights under this Contract to any of its affiliates without consent from Seller.

DATED: Mar 9, 2023

Celia Bean
Celia Bean (Mar 9, 2023 10:57 EST)

DATED: Mar 13, 2023

David Norbut
David Norbut (Mar 13, 2023 14:55 ADT)

APPENDIX J
New York State Standard Site Control Certification Form

NYSEG/RG&E
 c/o Mary Beth Cerretani
 Electric Transmission Services
 18 Link Drive, PO Box 5224
 Binghamton, NY 13904-5224

Re:	DEVELOPER	NSF Kirkwood Site 1, LLC David Norbut; 585-504-2208; dave@norbutsolarfarms.com
	PROJECT	
	PROPERTY	149 Quilty Hill Road aka Tax Parcel 147.00-1-2.2 & 147.00-1-7
		Broome County Kirkwood, NY

Celia Bean (the "Property Owner") is the owner of the above-referenced property (the "Property").

NSF Kirkwood Site 1, LLC (the "Developer") is the developer of the project identified above.

The Property Owner and the Developer have entered into an agreement authorizing the Developer to use the Property for the purpose of constructing and operating a distributed generation facility. The type of agreement that is in place is indicated below by a check mark.

	Signed option agreement to lease or purchase the Property
	Executed lease agreement for the Property
x	Executed agreement to purchase the Property
	License or other agreement granting exclusive right to use the Property for purposes of constructing and operating the distributed generation facility

Property Owner and Developer entered into the agreement on or about 2/2023

Term of Agreement (including options to extend) 5/2023

Property Owner

By: Celia Bean

Printed Name: Celia Bean

Title: _____

Date: Mar 9, 2023

Developer

By: David Norbut
David Norbut (Mar 13, 2023 14:55 ADT)

Printed Name: David Norbut

Title: Manager of NSF Kirkwood Site 1, LLC

Date: Mar 13, 2023

APPENDIX J

New York State Standard Site Control Certification Form

NYSEG/RG&E
 c/o Mary Beth Cerretani
 Electric Transmission Services
 18 Link Drive, PO Box 5224
 Binghamton, NY 13904-5224

Re:	DEVELOPER	NSF Kirkwood Site 2, LLC David Norbut; 585-504-2208; dave@norbutsolarfarms.com
	PROJECT	
	PROPERTY	149 Quilty Hill Road aka Tax Parcel 147.00-1-2.2 & 147.00-1-7
		Broome County Kirkwood, NY

Celia Bean (the "Property Owner") is the owner of the above-referenced property (the "Property").

NSF Kirkwood Site 2, LLC (the "Developer") is the developer of the project identified above.

The Property Owner and the Developer have entered into an agreement authorizing the Developer to use the Property for the purpose of constructing and operating a distributed generation facility. The type of agreement that is in place is indicated below by a check mark.

	Signed option agreement to lease or purchase the Property
	Executed lease agreement for the Property
x	Executed agreement to purchase the Property
	License or other agreement granting exclusive right to use the Property for purposes of constructing and operating the distributed generation facility

Property Owner and Developer entered into the agreement on or about 2/2023

Term of Agreement (including options to extend) 5/2023

Property Owner

By: Celia Bean

Printed Name: Celia Bean

Title: _____

Date: Mar 9, 2023

Developer

By: David Norbut
David Norbut (Mar 13, 2023 14:55 ADT)

Printed Name: David Norbut

Title: Manager of NSF Kirkwood Site 2, LLC

Date: Mar 13, 2023

1 Inch = 100 Feet
No North 0000

N/T
Broomes County Field
Trial Club

N/T
Hampton Gas Co

N/T
Ernest S. Kibbler
Lib. 3867 Pg. 337

Property of
Martin Kennerup, Sr.
and
Marjorie J. Kennerup
Area Retained - 88.719 +/- acres

N/T
Anna M. Heath
Lib. 881 Pg. 484

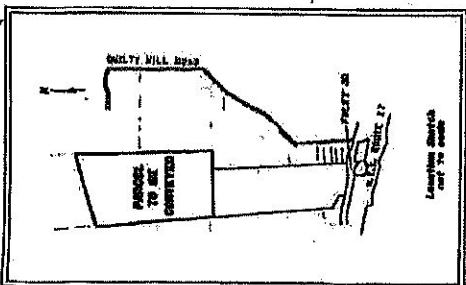
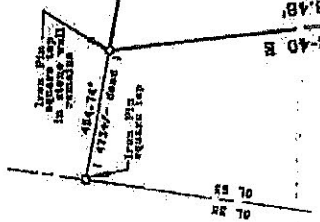
N/T
Donald E. Jussie
Lib. 1418 Pg. 588

N/T
Al-Shahid Farms
Lib. 1207 Pg. 788

N/T
Kessiah and Judy
Croscher
Lib. 1480 Pg. 84

Portion of the Property of
Martin Kennerup, Sr.
and
Marjorie J. Kennerup
To Be Conveyed

Area to be Conveyed - 78.628 +/- acres



R. Geoffrey Powers, P.L.S. 36 Wallace Road, Binghamton, New York (607) 723-8657

Map Showing Parcel to be conveyed by
MARTIN KENNERUP, SR.
and
MARJORIE J. KENNERUP

Part of Tax No. 147-00-1-B

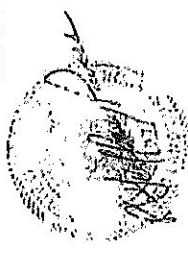
FOLEY ROAD

COUNTY OF BROOME

STATES OF NEW YORK

TOWN OF KIRKWOOD

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Survey Completed April 12, 2005
Map Completed April 21, 2005

NOTES

- Reference Deed: Carolyn Terrell, Exec. and Martin Kennerup, Sr. to Marjorie J. Kennerup, Sr. and Marjorie J. Kennerup, Sr. dated 11/19/92 and filed of Record in Liber 1189 on page 1277.
- Property lines are, in part, based on well defined occupation lines.
- Subject to any comments of record.
- Underground improvements or encroachments, if any, are not shown hereon.
- Property Iron Found
- DL 83 Grid Lot Numbers as shown on attached map are shown on this map as they are shown on the Broomes Co. Clerk's map showing a diagram and survey of the portion of section 2285, sub-division 2, of the New York State Education Co.
- Any errors from the portion of this survey that may be made shall be the responsibility of the party from which they were obtained.

EXHIBIT
"B"

Schedule "A"

BEGINNING at a point in the centerline of Quilty Hill Road which lies 0.75± miles north of the intersection of Quilty Hill Road and Foley Road;

THENCE S 06°08'10" W along the centerline of Quilty Hill Road for a distance of 146.47 feet to a point;

THENCE S 03°14'58" W along the centerline of Quilty Hill Road for a distance of 330.38 feet to a point;

THENCE along the southerly line of lands now or formerly of Douglas N. Harris (2016-661) N 84°48'18" W passing through an existing ¾" hex iron rod at a distance of 25.05 feet for a total distance of 348.01 feet to an existing 1" pipe;

THENCE along the easterly line of said Harris S 05°17'25" W for a distance of 200.16 feet to an existing 1" pipe;

THENCE along the southerly line of said Harris N 84°42'53" W for a distance of 148.93 feet to an existing ¾" rebar;

THENCE continuing along the southerly line of said Harris N 85°08'34" W for a distance of 1039.45 feet to an existing ¾" hex iron rod;

THENCE along the westerly line of said Harris and the easterly line of other lands now or formerly of said Harris (2024-224) N 03°47'56" E for a distance of 666.59 feet to a ¾" rebar with Williams & Edsall cap;

THENCE along the southerly line of lands now or formerly the Binghamton Gun Club, Inc. (2714-552) S 85°24'36" E passing through a ¾" rebar with Williams & Edsall cap at a distance of 1504.00 feet, for a total distance of 1544.22 feet to the **POINT OF BEGINNING**;

CONTAINING 22.109 Acres as shown on a survey map prepared by Williams and Edsall Land Surveyors titled "Survey for the Estate of Douglas N. Harris", dated January 25, 2023, a copy of which is attached hereto.

Excepting all existing public road and utility right of ways.

APPENDIX H

New York State Standardized Acknowledgment of Property Owner Consent Form

Interconnecting Utility: NYSEG

Utility Project Number (if available): N/A

(Note: This Acknowledgment is to be signed by the owner of the property where the proposed distributed generation facility and interconnection will be placed, when the owner or operator of the proposed distributed generation facility is not also the owner of the property, and the property owner's electric facilities will not be involved in the interconnection of the distributed generation facility.)

This Acknowledgment is executed by Douglas Harris, (the "Property Owner"; as used herein the term shall include the Property Owner's successors in interest to the Property), as owner of the real property situated in the City/Town of Kirkwood, Broome County, New York, known as 149 Quilly Road, aka Tax Parcel(s) 147.00-1-2.2 & 147.00-1-7 (the "Property"), at the request of Norbut Solar Farm, LLC (the "Developer"; as used herein the term shall include the Developer's successors and assigns).

This Acknowledgment does not grant or convey any interest in the Property to the Developer.

1. The Property Owner certifies as of the date indicated below that the Property Owner is working exclusively with the Developer on a proposal to install a distributed generation facility (the "Facility") on the Property.

OR

2. The Property Owner certifies as of the date indicated below that the Developer has executed with the Property Owner one of the following: a signed option agreement to lease or purchase the Property, an executed Property lease, or an executed purchase agreement for the Property granting the Developer a right to use the Property for purposes of installing the Facility.

Property Owner:

By: Celia Bean
Celia Bean (Mar 9, 2023 10:57 EST)

Name: Celia Bean

Title: _____

Date: Mar 9, 2023

Developer:

By: Erin Enright

Name: Erin Enright

Title: Property Acquisition Manager

Date: January 26, 2023


Bean to Don Agency Inc. 149 Quilty Hill Road T-Kirkwood (L1048177xA05D4)

Final Audit Report


2023-03-09

Created:	2023-03-06
By:	Erin Enright (eenright@norbutsolarfarms.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAABkbr6cBneEevaHaCjiQnQQhDmH28Em1I


"Bean to Don Agency Inc. 149 Quilty Hill Road T-Kirkwood (L1048177xA05D4)" History

 Document created by Erin Enright (eenright@norbutsolarfarms.com)


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 Document emailed to celiabean@hotmail.com for signature

2023-03-06 - 5:40:07 PM GMT

 Email viewed by celiabean@hotmail.com

2023-03-06 - 5:55:23 PM GMT

 Signer celiabean@hotmail.com entered name at signing as Celia Bean

2023-03-09 - 3:57:17 PM GMT

 Document e-signed by Celia Bean (celiabean@hotmail.com)

Signature Date: 2023-03-09 - 3:57:19 PM GMT - Time Source: server

 Agreement completed.

2023-03-09 - 3:57:19 PM GMT







NSF Kirkwood Purchase Contract 3.13

Final Audit Report

2023-03-13

Created:	2023-03-13
By:	Erin Enright (eenright@norbutsolarfarms.com)
Status:	Signed
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"NSF Kirkwood Purchase Contract 3.13" History

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-  Document emailed to dave@norbutsolarfarms.com for signature
2023-03-13 - 4:53:50 PM GMT
-  Email viewed by dave@norbutsolarfarms.com
2023-03-13 - 4:59:04 PM GMT
-  Signer dave@norbutsolarfarms.com entered name at signing as David Norbut
2023-03-13 - 5:55:52 PM GMT
-  Document e-signed by David Norbut (dave@norbutsolarfarms.com)
Signature Date: 2023-03-13 - 5:55:54 PM GMT - Time Source: server
-  Agreement completed.
2023-03-13 - 5:55:54 PM GMT

**FIRST AMENDMENT TO PURCHASE AND SALE CONTRACT FOR LOTS AND
VACANT LAND**

THIS FIRST AMENDMENT TO PURCHASE AND SALE CONTRACT FOR LOTS AND VACANT LAND, with addenda (this "**First Amendment**") dated as of February 21, 2024 (the "**Effective Date**"), between Celia Bean (the "**Seller**") and The Don Agency Inc., or Assignee ("**Buyer**"). Seller and Buyer are each a "**Party**" and collectively the "**Parties**."

WITNESSETH:

WHEREAS, Seller and Buyer are parties to that certain Purchase and Sale Contract for Lots and Vacant Land, with addenda, last dated as of March 31, 2023, (the "**Contract**") for portions of property with an address of 149 Quilty Hill Road, Tax Map Parcel Numbers 147.00-1-2.2 and 147.00-1-7, Town of Kirkwood, County of Broome, State of New York, as more particularly described in the Contract; and

WHEREAS, the Parties mutually desire to amend the Contract as specifically set forth herein and are executing and delivering this First Amendment for that purpose.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Deposit**. The Parties acknowledge and agree that a portion of the non-refundable Deposit currently being held by Escrow Agent in the amount of [REDACTED] (the "**Deposit Release**") will be released to Seller following execution of this First Amendment. The Parties shall provide a joint letter to Escrow Agent instructing Escrow Agent to release the Deposit Release accordingly. The Parties mutually agree that the entire Deposit, including the Deposit Release, are to be applied toward the purchase price at closing.

2. **Due Diligence Period**. Section 5(a) of the Addendum to the Contract is hereby deleted in its entirety and replaced with the following:

"Buyer shall have the option and the right to extend the initial Due Diligence Period for a period of sixty (60) days (the "**First Extension**") by providing written notice of such extension in writing to Seller as well as an additional [REDACTED] non-refundable deposit paid to Escrow Agent (the "**Initial Extension Payment**") prior to the expiration of the initial Due Diligence Period. Upon payment of the Initial Extension Payment, the portion of the Deposit held by Escrow Agent shall total [REDACTED] and such Deposit shall become non-refundable to Buyer, except for Seller's failure to deliver marketable title by the time of the Closing pursuant to the terms of this Contract. Further, Buyer shall have the option and the right to extend the Due Diligence Period beyond the First Extension for an additional six (6) months (the "**Second Extension**") by providing written notice of such extension in writing to Seller prior to the expiration of the First Extension. Upon the exercise of such Second Extension, the Parties shall provide a joint letter to Escrow Agent instructing Escrow Agent to release portions of the Deposit to Seller in three (3) [REDACTED] increments upon each sixty (60) day period throughout the term of the Second Extension. The Parties mutually agree that the initial Deposit, including the Initial Extension Payment, (collectively referred to as the "**Deposit**") are to be applied toward the purchase price at closing. At the time of Closing, the Deposit shall be credited to the Buyer as a credit on the purchase price to be paid to the Seller. If this Contract is terminated because Seller fails to or has refused to perform any of its required and agreed upon duties after Buyer's written demand, Buyer shall be entitled to receive back the entire Deposit."

3. **Ratification; Applicability of Amendment**. As amended hereby, the Contract shall continue in full force and effect. In the event of a conflict between the provisions of this First Amendment and the Contract, the provisions of this First Amendment shall control.

4. **Defined Terms**. All terms not defined in this First Amendment shall have the meanings

ascribed to such terms in the.

5. Counterparts. This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement. Signatures sent by PDF or email shall constitute originals.

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the Effective Date.

SELLER:

Celia Bean

By: Celia Bean

Signature Date: *2/16/24*

BUYER:

THE DON AGENCY INC.

By: *David Norbut*

Name: David Norbut

Title: Director

Signature Date: *2/21/2024*

**SECOND AMENDMENT TO PURCHASE AND SALE CONTRACT FOR LOTS AND
VACANT LAND**

THIS SECOND AMENDMENT TO PURCHASE AND SALE CONTRACT FOR LOTS AND VACANT LAND, with addenda (this **“Second Amendment”**) dated as of September 24, 2024 (the **“Effective Date”**), between Celia Bean (the **“Seller”**) and The Don Agency Inc., or Assignee (**“Buyer”**). Seller and Buyer are each a **“Party”** and collectively the **“Parties.”**

WITNESSETH:

WHEREAS, Seller and Buyer are parties to that certain Purchase and Sale Contract for Lots and Vacant Land, with addenda, last dated as of March 31, 2023, as amended by that certain First Amendment to Purchase and Sale Contract for Lots and Vacant Land, last dated as of February 21, 2024 (together, the **“Contract”**) for portions of property with an address of 149 Quilty Hill Road, Tax Map Parcel Numbers 147.00-1-2.2 and 147.00-1-7, Town of Kirkwood, County of Broome, State of New York, as more particularly described in the Contract; and

WHEREAS, the Parties mutually desire to amend the Contract as specifically set forth herein and are executing and delivering this Second Amendment for that purpose.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Due Diligence Period.** Section 5(a) of the Addendum to the Contract is hereby deleted in its entirety and replaced with the following:

“Buyer shall have the option and the right to extend the initial Due Diligence Period for a period of sixty (60) days (the **“First Extension”**) by providing written notice of such extension in writing to Seller as well as an additional [REDACTED] non-refundable deposit paid to Escrow Agent (the **“Initial Extension Payment”**) prior to the expiration of the initial Due Diligence Period. Upon payment of the Initial Extension Payment, the portion of the Deposit held by Escrow Agent shall total [REDACTED] and such Deposit shall become non-refundable to Buyer, except for Seller’s failure to deliver marketable title by the time of the Closing pursuant to the terms of this Contract. Further, Buyer shall have the option and the right to extend the Due Diligence Period beyond the First Extension for an additional six (6) months (the **“Second Extension”**) by providing written notice of such extension in writing to Seller prior to the expiration of the First Extension. Upon the exercise of such Second Extension, the Parties shall provide a joint letter to Escrow Agent instructing Escrow Agent to release portions of the Deposit to Seller in three (3) [REDACTED] increments upon each sixty (60) day period throughout the term of the Second Extension (the **“Second Extension Payment”**).

If prior to the expiration of the Second Extension, Buyer determines that Buyer needs an additional six (6) months (the **“Third Extension Period”**), Buyer may exercise such extension in writing and Buyer’s right to the Third Extension Period shall be subject to Buyer making an

additional one-time payment in the amount of [REDACTED] to Seller (the "**Third Extension Payment**"). Buyer and Seller acknowledge that the Third Extension Payment shall not be applied to the purchase price at closing. The Deposit, Initial Extension Payment, and Second Extension Payment are collectively referred to as the "**Deposit**". The Deposit is fully refundable except as described above. At the time of Closing, the Deposit shall be credited to the Buyer as a credit on the purchase price to be paid to the Seller. If this Contract is terminated because Seller fails to or has refused to perform any of its required and agreed upon duties after Buyer's written demand, Buyer shall be entitled to receive back the entire Deposit."

2. **Ratification; Applicability of Amendment.** As amended hereby, the Contract shall continue in full force and effect. In the event of a conflict between the provisions of this Second Amendment and the Contract, the provisions of this Second Amendment shall control.

3. **Defined Terms.** All terms not defined in this Second Amendment shall have the meanings ascribed to such terms in the.

4. **Counterparts.** This Second Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement. Signatures sent by PDF or email shall constitute originals.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Second Amendment as of the Effective Date.

SELLER:

Celia Bean
By: Celia Bean
Signature Date: 9/16/24

BUYER:

THE DON AGENCY INC.

By: David Norbut
Name: David Norbut
Title: Director
Signature Date: 9/24/2024

the part of either party. Buyer shall make such determination within _____ calendar days of acceptance. Buyer shall restore the ground to the same condition as found.

- (D) **Water Availability.** The Buyer shall have permission to enter the property for the purpose of drilling a well for water at Buyer's expense provided that Buyer shall deposit as security in Seller's attorney's trust account an amount sufficient to cover the maximum expense of well drilling shown on a written estimate provided by Buyer's well driller. If the water supply is unsatisfactory in the opinion of the Buyer, then the Buyer shall have the option of canceling this Contract by written notice to the Seller without further liability on the part of either party. Buyer shall make such determination within _____ calendar days of acceptance. Buyer shall restore the ground to the same condition as found.
- (E) **Mortgage Contingency.** This offer is subject to Buyer obtaining and accepting a written _____ mortgage loan commitment in an amount not to exceed _____ % of the purchase price or \$ _____ at an interest rate not to exceed _____ %, for a term of _____ years (the "Commitment"). Buyer shall immediately apply for this loan and shall have until _____, 20____ to obtain and accept a Commitment. The conditions of any such Commitment shall not be deemed contingencies of this Contract but shall be the sole responsibility of Buyer; however, a commitment that is conditioned on an appraisal of the property shall not be deemed a "Commitment" hereunder. Acceptance of a Commitment by Buyer shall be deemed a waiver and satisfaction of this contingency.
- (F) **Cash Transaction Contingency.** This offer is subject to Buyer providing Seller with written proof that Buyer has immediately available U.S. funds in the amount of the purchase price by _____, 20____.
- (G) **Sale and Transfer of Title Contingency.** This offer is subject to the sale and transfer of title of Buyer's existing property pursuant to the terms and conditions of the Sale and Transfer of Title Contingency Addendum.
- (H) **Attorney Approval.** This Contract is subject to the written approval of attorneys for Buyer and Seller within 5 calendar days, *excluding Sundays and public holidays*, from date of acceptance (the "Approval Period"). If either attorney (i) does not provide written approval within the Approval Period or (ii) makes written objection to or conditionally approves (collectively, the "Objection") the Contract within the Approval Period and the Objection is not cured by written approval by both attorneys and all of the parties within the Approval Period, then (A) either Buyer or Seller may cancel this Contract by written notice to the other and any deposit shall be returned to the Buyer or (B) the approving attorney may notify the other party (with a copy to any attorney listed below) in writing that no approval has been received and that the noticed party has five (5) calendar days, *inclusive of Sundays and public holidays*, from receipt of the notice ("Grace Period") to provide written attorney approval or disapproval of the Contract. The approving attorney shall provide to the noticed party (with a copy to any attorney listed below) a copy of the approving attorney's approval letter, whether conditional or not, along with the written notice of the Grace Period. If written attorney approval or disapproval is not provided to the approving attorney within the Grace Period, then this Attorney Approval contingency shall be deemed waived by the noticed party and any conditions in the approving attorney's approval letter shall be deemed accepted by the noticed party.
- (I) **Waiver of Attorney Approval Contingency.** This offer is not subject to the Buyer's attorney approval.
- (J) **Gas, Mineral, Oil and Timber Rights Lease Approval.** This offer is subject to Buyer's approval of all gas, mineral, oil and timber rights leases affecting the property (the "Leases") within seven (7) calendar days after Buyer's receipt of the Leases from Seller. Seller agrees to provide Buyer with complete copies of all Leases including all amendments within seven (7) days of acceptance.
- (K) **Environmental Audit Contingency.** This offer is subject to an environmental audit at Buyer's expense, within forty-five (45) calendar days of acceptance, satisfactory to the Buyer in the Buyer's sole discretion.
- (L) **Other Contingency(s).** See Addendum.

4. **Pre-Closing Inspection.** Buyer shall have the right to inspect the property within forty-eight (48) hours before the time of closing.

5. **Closing Date and Place.** Closing shall take place _____ in escrow _____ on or before 15 days following expiration of the Due Diligence Period (as defined in the attached Addendum), whereupon Buyer shall have possession of the property. At any time after such specified date, any party who has completed its obligations under this Contract which are to be completed prior to closing may notify the other party that time is of the essence to close (the "Time of Essence Notice") which Time of Essence Notice shall set forth a specific time for closing on a day that is at least seven (7) calendar days after delivery of the Time of Essence Notice to such other party pursuant to Paragraph 19 hereof. (the "Closing")

6. **Title and Related Documents.** Seller shall deliver at Seller's expense, unless otherwise provided in B. below as to the instrument survey map: See Addendum

~~A. At least fifteen (15) calendar days prior to the closing date, to Buyer or Buyer's attorney, (i) a draft of the proposed deed and abstract of title, fully guaranteed tax and Court searches, all dated or re-dated after the date of acceptance, with a local tax certificate for village or city taxes, if any (all of which shall be continued to and including the day of closing at Seller's expense).~~

~~B. The Buyer Seller shall furnish and pay for an instrument survey map of the property and shall have markers placed on the angle points and pins on the corners. The map shall be prepared by a licensed surveyor and dated or re-dated after the date of this Contract. The map shall show acreage inclusive exclusive of the rights-of-way. The map shall be furnished to the parties and their attorneys at least fifteen (15) calendar days prior to the closing date. The map shall be certified to meet the standard requirements of the Monroe County Bar Association, Buyer's mortgage lender and, if applicable, meet the filing standards for subdivision as set forth by the responsible agency of the county in which the property is located.~~

C. At the Closing, to Buyer, a properly signed and notarized, (i) Warranty Deed with lien covenant (or Executor's Deed, Administrator's Deed or Trustees Deed, if Seller holds title as such), (ii) documents required by law, and (iii) documents required by Buyer's lender, provided there is no cost or liability to Seller.

7. **Marketability of Title.** Seller shall convey good marketable and title to the property in fee simple, free and clear of all liens and encumbrances. The parties acknowledge and agree that good and marketable title to the property, free and clear of all liens and encumbrances, means, without limit, that all gas, mineral, oil and timber rights will transfer with the property to Buyer, ~~except for gas,~~

KDM VCM
Seller's Initials

DH
Buyer's Initials

~~mineral, oil and timber rights that have been leased under Lease(s) approved by Buyer pursuant to Paragraph 3(d) above and except as otherwise provided in Paragraph 13 below. However, Buyer agrees to accept title to the property subject to: (a) restrictive covenants of record common to the tract or subdivision of which the property is a part, provided these covenants have not been violated or the time for objection to any violation has expired; (b) public utility easements within fifteen (15) feet of lot lines which do not interfere with any existing improvements on the property or with any improvements that Buyer may construct in compliance with all present restrictive covenants of record and zoning and building codes; and (c) except for waterfront properties, fences deviating from the actual property line one foot or less, provided the fence placement does not impair access to the property from a right of way or cause the property to be in violation of any restrictive covenant, easement, or agreement of record or of any building, zoning or subdivision code.~~

8. Objections to Title. If Buyer raises a valid written objection to Seller's title which indicates that title to the property is unmarketable, then Seller may cancel this Contract upon written notice to Buyer, and the deposit shall be returned to Buyer. However, if Seller: (a) is able to cure the objection on or before the Closing or (b) is able to insure the title objection and Buyer is willing to accept insurable title, then this Contract shall continue, subject to the Seller curing the title objection and/or providing insurable title at Seller's expense. If Seller fails to cure the title objection on or before the Closing, or if Buyer is unwilling to accept insurable title, Buyer may cancel this Contract upon written notice to Seller and the deposit shall be returned to Buyer. See Addendum

9. Transfer Tax, Recording Costs, Mortgage Tax, and Closing Adjustments. Seller will pay the real property transfer tax and special additional mortgage recording tax, if applicable. Buyer will pay for recording the deed and mortgage, mortgage tax and mortgage assumption charges, if any. Excluding delinquent items, interest and penalties, the following will be prorated and adjusted between Seller and Buyer as of the closing date: taxes, other assessments and municipal charges computed on a fiscal year basis; common charges or assessments; water, pure water, and sewer charges.

10. Zoning. Seller represents that the property is zoned _____.

11. Risk of Loss. Risk of loss or damage to the property by fire or other casualty until transfer of title shall be assumed by the Seller. If damage to the property by fire or such other casualty occurs prior to transfer, Buyer may cancel this Contract without any further liability to Seller and Buyer's deposit is to be returned. If Buyer does not cancel but elects to close, then Seller shall transfer to Buyer any insurance proceeds, or Seller's claim to insurance proceeds payable for such damage.

12. Condition of Property. Buyer agrees to purchase the property and all buildings, fixtures and other improvements, **AS IS**, subject to reasonable use, wear, tear, and natural deterioration between now and the time of Closing.

13. Gas, Mineral, Oil and Timber Rights. Seller represents that all gas, mineral, oil and timber rights will transfer with the property except _____ No exceptions. All rights transferred.

14. Services. Seller represents that the following services are available at the property line: Electric, Fuel Oil, Gas (Natural), Propane, Public Sewers, Public Water, Septic System, Telephone Well, Other

If propane is checked, Seller represents that the propane tank is not is owned by Seller and that there is not is an existing written contract to provide propane between the propane company and Seller.

15. Deposit to Listing Broker; Default. Buyer has deposited will deposit within two (2) calendar days of acceptance following completion of attorney approvals \$ _____ in the form of a check or wire with Stewart Title Insurance Co. (Escrow Agent) which deposit will be held at Escrow Agent's (Bank) and which deposit is to become part of the purchase price or returned if not accepted or if this Contract thereafter fails to close for any reason not the fault of the Buyer. If Buyer fails to complete Buyer's part of this Contract, Seller is allowed to retain the deposit to be applied to Seller's damages and may also pursue other available rights and remedies Seller has against the Buyer, including but not limited to a lawsuit for any real estate brokerage commission paid by the Seller. If Seller fails to complete Seller's part of this Contract, Buyer's deposit will be returned to Buyer, and Buyer may pursue other available rights and remedies Buyer has against Seller.

16. Real Estate Broker.
 (a) The parties agree that _____ brought about this purchase and sale.
 (b) It is understood and agreed by Buyer and Seller that no broker brought about this purchase and sale.

17. Life of Offer. This offer shall expire on May 5, 2023, at 5 p .m.

18. Responsibility of Persons Under This Contract; Non-Assignability. If more than one person signs this Contract as Buyer, each person and any party who takes over that person's legal position will be responsible for keeping the promises made by Buyer in this Contract. If more than one person signs this Contract as Seller, each person or any party who takes over that person's legal position, will be fully responsible for keeping the promises made by Seller. However, this Contract is personal to the parties and may not be assigned by either without the other's consent.

19. Notices. Notices under this Contract shall be made by a party to the other party and shall be in writing and deemed delivered to the other party upon receipt. An attorney for a party may also give any notices under this Contract to the other party with a copy to such other party's attorney designated on this Contract, if any. Seller and Buyer agree that notices under this Contract may be delivered to any address and/or fax number designated by Seller or Buyer, as applicable, on the Administrative Information page of this Contract.

Delivery of notices under this Contract shall be made by personal delivery, overnight courier, first class mail, or by fax, provided that the original of the faxed notice shall also be mailed by first class prepaid mail within one calendar day, excluding Saturdays, Sundays and public holidays, following the date of the fax transmission.

If delivery is made by personal delivery, the notice(s) delivered shall be deemed received on the date delivered. If delivery is made by overnight courier or first class mail, the notice(s) delivered shall be deemed received one calendar day, excluding Saturdays, Sundays and public holidays, following the date upon which the notice(s) are deposited with the overnight courier service with delivery charges prepaid or charged to sender's account or with the postal service with required postage affixed. If delivery is made by fax, the notice(s) transmitted shall be deemed received on the date the sender receives confirmation from the recipients equipment that the entire transmission has been received, provided the required mailing is completed.

20. Entire Contract; Miscellaneous. This Contract when signed by both Buyer and Seller will be the record of the complete agreement between the Buyer and Seller concerning the purchase and sale of the property. This Contract may be signed in counterparts. No oral agreements or promises will be binding. Seller's representations in this Contract shall not survive after Closing. If any provision of this Contract is rendered invalid or unenforceable, it shall not affect the validity or enforceability of the remaining provisions. This Contract shall be construed, enforced and interpreted under the laws of the State of New York, without regard to principles of conflicts of laws.

21. Addenda. The following Addenda are incorporated into and attached to and made a part of this Contract:

- Agricultural Districts/Farming Activity Disclosure
- All Parties Agreement (FHA/VA)
- Electric Availability
- Mediation
- Mortgage Assumption
- Sale & Transfer of Title Contingency
- Uncapped Natural Gas Well Disclosure
- Utility Surcharge
- Wayne County Disclosure Notice for all Residential Property
- Well and Septic System

Other: Addendum/Continuation of Contract

DATED: Apr 28, 2023 BUYER *David Norbut*
David Norbut (Apr 23, 2023 20:21:01)

DATED: _____ BUYER The Don Agency, Inc or Assignee

ACCEPTANCE OF OFFER BY SELLER COUNTER OFFER BY SELLER
 Seller accepts the offer and agrees to sell on the terms and conditions set forth.
 Waiver of Seller's attorney approval. This offer is not subject to Seller's attorney approval.

DATED: 5-2-2023

DATED: 5-2-23

SELLER *Robert D. Mabo*

SELLER *Val Mabo*

ADMINISTRATIVE INFORMATION

Property Address: 165 Foley Road, Kirkwood, NY 13795

MLS#

Robert D. Main

Seller

Verna C. Main

Seller

331 Waterdam Road

Address

McDonald, PA 15057

City, State, Zip

724-255-5168

Telephone No.

themains331@yahoo.com

Email address

Mark T. Arbon, Esq.

Seller's Attorney

110 W. Fayette Street, Suite 110

Address

Syracuse, NY 13202

City, State, Zip

315-314-8157

Telephone No.

Email address

mta@sapllclaw.com

Listing Broker

NY License No.

Address

City, State, Zip

Phone

Fax

Email address

Listing Agent

NY License No.

Phone

Fax

Cell

Public ID#

Email address

The Don Agency, Inc or Assignee

Buyer

Buyer

1241 University Ave.

Address

Rochester, NY 14607

City, State, Zip

585-504-2207 (c) 585-730-5805

Telephone No.

dave@norbutsolarfarms.com

Email address

Ashley E. Champion

Buyer's Attorney

1241 University Ave.

Address

Rochester, NY 14607

City, State, Zip

585-504-2205 (c) 585-260-4850

Telephone No.

achampion@norbutsolarfarms.com

Email address

Selling Broker

NY License No.

Address

City, State, Zip

Phone

Fax

Email address

Selling Agent

NY License No.

Phone

Fax

Cell

Public ID#

Email address

KDM VCM
Seller's Initials

Dn
Buyer's Initials



GREATER ROCHESTER ASSOCIATION OF REALTORS®, INC.
Continuation Form to Purchase and Sales Contract



Published by and only for the exclusive use of the Greater Rochester Association of REALTORS®, Inc.

DATED: 4/28/2023

BUYER: The Don Agency, Inc or Assignee

SELLER: Robert D. Main & Verna C. Main

PROPERTY: 165 Foley Road, Kirkwood, NY 13795

Counter Offer

Addendum

Title, Survey & Deposit

1. DUE DILIGENCE - TITLE REQUIREMENTS. Seller shall immediately order from an established Title Company and cause update of the abstract of title and deliver a re-dated 100-year search abstract and all information regarding unrecorded rights and/interests of third parties in the Property (Leases, options, easements, licenses, other rights, etc.). At Closing, Seller must deliver to Buyer a title without exception, limitation or interference with any rights to (crossing, overhead, underground, or general use of) the parcel shown either on a survey or a properly updated abstract. Buyer's attorney, upon receipt of the title commitment, as well as the survey (hereinafter defined) which plots all matters raised in the title commitment, has thirty (30) days to inspect title and to notify Seller's attorney as to title objections. Buyer's attorney shall identify in writing all existing title issues be resolved. Seller shall then have ten (10) days thereafter to notify Buyer as to which objections it will cure. Said notification shall apply to conditions existing as of said date, and the Parties acknowledge the Seller shall be obliged to address any further title issues which may arise between said date of agreement on Title and the date of Closing. Absent the parties reaching such an agreement within said ten (10) day period, Buyer shall have the right to terminate this Contract. Notwithstanding the foregoing, Seller will be obligated to cure any mortgages, judgments, taxes liens, or other monetary liens with respect to the property.

- a) SPECIAL DEPOSIT CLAUSES: If Buyer has not terminated the Contract within 10-days following the expiration of said (10) day time period above, [redacted] of the deposit shall become non-refundable provided Seller cures any and all identified title issues (including full, legal termination of all leases or other third party interests affecting the Property, recorded or unrecorded, use, occupancy, oil, mineral, or any kind whatsoever) and/or so long as Closing does not occur due to default of Seller. In the event the purchase Contract is not terminated by the 6-month mark, an additional amount of [redacted] of the deposit shall then become non-refundable. In the event the purchase Contract is not terminated by 365 days, an additional amount of [redacted] of the deposit shall then become non-refundable. All non-refundability is subject to Seller curing any and all said title issues and so long as any failure to close is not due to Seller's default, cancellation, or refusal to perform.
- b) The deposit is fully refundable except as described above. At the time of Closing, the deposit as referenced under Section 15 of the Contract (the "Earnest Money Deposit") shall be credited to Buyer as a credit to Buyer on the purchase price to be paid to Seller, without exception. If Contract is canceled because Seller fails to or has refused to perform any of its required and agreed upon duties after Buyer's written demand, Buyer shall be entitled to receive back the entire deposit.
- c) Survey: Buyer may obtain, prior to Closing and at Buyer's expense, a survey of the Property certified to Buyer by a New York Registered Land Surveyor (hereinafter referred to as the "Survey"). Seller will permit representatives of Buyer to enter the Property for preparation of the Survey and shall otherwise reasonably cooperate with Buyer in preparation of the Survey.

DATED: MAY 2, 2023

DATED: Apr 28, 2023

Verna C. Main
Robert D. Main

David Norbut
BUYER'S ATTORNEY (A. 109.1) (15-201)



GREATER ROCHESTER ASSOCIATION OF REALTORS®, INC.
Continuation Form to Purchase and Sales Contract



Published by and only for the exclusive use of the Greater Rochester Association of REALTORS®, Inc.

DATED: 4/28/2023

BUYER: The Don Agency, Inc or Assignee

SELLER: Robert D. Main & Verna C. Main

PROPERTY: 165 Foley Road, Kirkwood, NY 13795

Counter Offer

Addendum

Due Diligence 1

2. ACREAGE: In the event actual total acreage of the Property to be conveyed based upon a current Survey obtained by Buyer is less than 41.55 acres (excepting road right of way), the purchase price of [REDACTED] shall be adjusted at the rate of [REDACTED] per acre, or a fraction thereof, reflecting the amount of acreage below 41.55 acres. In the event actual total acreage of the Property to be conveyed based upon a current Survey obtained by Buyer is greater than 41.55 acres, the purchase price of [REDACTED] shall be adjusted upward at the rate of [REDACTED] per acre, or a fraction thereof, reflecting the amount of acreage above 41.55 acres;

3. LEASES: Seller shall not renew or enter into any (new) leases, grant any party any right of occupancy or any other rights in or to the Property or otherwise encumber the Property during the term of this Contract, without express written consent of Buyer, that would be longer than a month-to-month tenancy, as such must be terminated prior to Closing consistent with the requirements of this Contract. All proceeds of said leases shall be the sole property of Seller, to be otherwise adjusted in accordance with this Contract should any such leases or rights extend past the date of Closing, under any agreement to extend as between Buyer and Seller.

4. DUE DILIGENCE FOR BUYER: Buyer is to have 365 days from the "Effective Date" (The last/latest date both sides/ parties have signed this Contract) to conduct all tests, examinations, and obtain any and all approvals and any agreements in final, non-appealable form, upon conditions acceptable to Buyer in Buyer's sole and absolute discretion. Such time period is the "Due Diligence Period".

Notwithstanding anything to the contrary set forth herein, in the event Buyer in its sole discretion shall conclude from the results of said tests or other findings or efforts or any other reason that the Buyer no longer wishes to purchase property, and shall so notify Seller in writing of Buyer's conclusion on or before the expiration of Due Diligence Period, this Contract shall be terminated and of no further force or effect and the Earnest Money Deposit shall be returned to Buyer, unless otherwise called-for in this Contract as the same may be extended.

(a) EXTENSION: Buyer shall have such option and the right to extend the Due Diligence Period. If prior to the expiration of the initial Due Diligence Period, Buyer shall determine that Buyer needs an additional 90 days, Buyer may exercise such extension in writing, at which time, Buyer's deposit shall become non-refundable to Buyer, except for Seller's failure to deliver marketable title by the time of the Closing pursuant to the terms of this Contract. Buyer right to extend the Initial Due Diligence Period for an additional 90 day period shall be subject to Buyer making an additional non-refundable deposit in the amount of [REDACTED]

DATED: May 2, 2023

DATED: Apr 28, 2023

Robert D. Main
David Norbut
David Norbut (Apr 28, 2023 2:13:50 PM)



GREATER ROCHESTER ASSOCIATION OF REALTORS®, INC.
Continuation Form to Purchase and Sales Contract



Published by and only for the exclusive use of the Greater Rochester Association of REALTORS®, Inc.

DATED: 4/28/2023

BUYER: The Don Agency, Inc or Assignee

SELLER: Robert D. Main & Verna C. Main

PROPERTY: 165 Foley Road, Kirkwood, NY 13795

Counter Offer

Addendum

Due Diligence 2

5. TESTING & APPROVALS: As part of Buyer's Due Diligence Period Seller hereby authorizes and permits Buyer, and its employees, agents, contractors and assigns, access to the property for the purpose of inspection, survey, design, tests and other actions reasonable related to the investigation by Buyer of the suitability of the Property for the Buyer's intended or desired purpose(s), including but not limited to conducting surveys, soil, archaeological, geologic, and other engineering studies, and to apply seek and receive approvals for Buyer's intended use(s) (collectively, the "Investigations") on the Property subject to the Buyer's sole discretion.

Buyers shall be entitled to such access upon 24-hour advanced notice, with the Parties to mutually cooperate and establishing dates and times for the same.

Buyer shall have until expiration of the full Due Diligence Period provided in the Contract, herein, or any extension thereof as deemed necessary and desirable by the buyer.

It is understood and agreed that Buyer's contingencies for the above-described Due Diligence Period are for the Buyer's sole benefit and can be waived at any time whenever satisfactory to Buyer. Such contingencies shall be construed to require performance Satisfactory to Buyer, in Buyer's sole discretion.

AT NO COST TO SELLER: Seller shall cooperate with Buyer in assisting to complete Buyer's due diligence, including without limitation: providing information, signing/joining in any applications for Buyer's development approvals, permission to Buyer for clearing areas of the Property where samples are to be taken, entry upon the Property and access to all parts of the Property.

Buyer agrees to use commercially reasonable efforts not to reasonably interfere any occupant's normal business operations, or conducting the inspections.

6. BUYER'S ASSURANCES: Prior to Buyer, or its agents entering onto the Property, Buyer shall procure and maintain a policy for general liability insurance in amount no less than \$1 million, single limit coverage and Buyer shall provide Seller with a certificate of such policy upon request.

Buyer agrees to indemnify and hold Seller harmless from and against all claims, losses, damages, costs and expense (including without limitation reasonable attorney's fees and court costs) (collectively, "Losses"), suffering incurred by Seller to the extent Losses result from the negligence or intentional misconduct of Buyer including any activities of Buyer's employees, consultants, contractors, or other agents).

Notwithstanding anything to the contrary contained in this Contract, Buyer shall not be obligated to indemnify, defend or hold Seller harmless from any Losses to the extent any such Losses result from the gross negligence or intentionally harmful acts of Sellers, it's agents, employees or contractors, or existing conditions on the Property caused by the Seller.

7. ASSIGNMENT: Buyer shall have the right to freely assign its rights under this Contract to any of its affiliates without consent from Seller.

8. AT CLOSING:

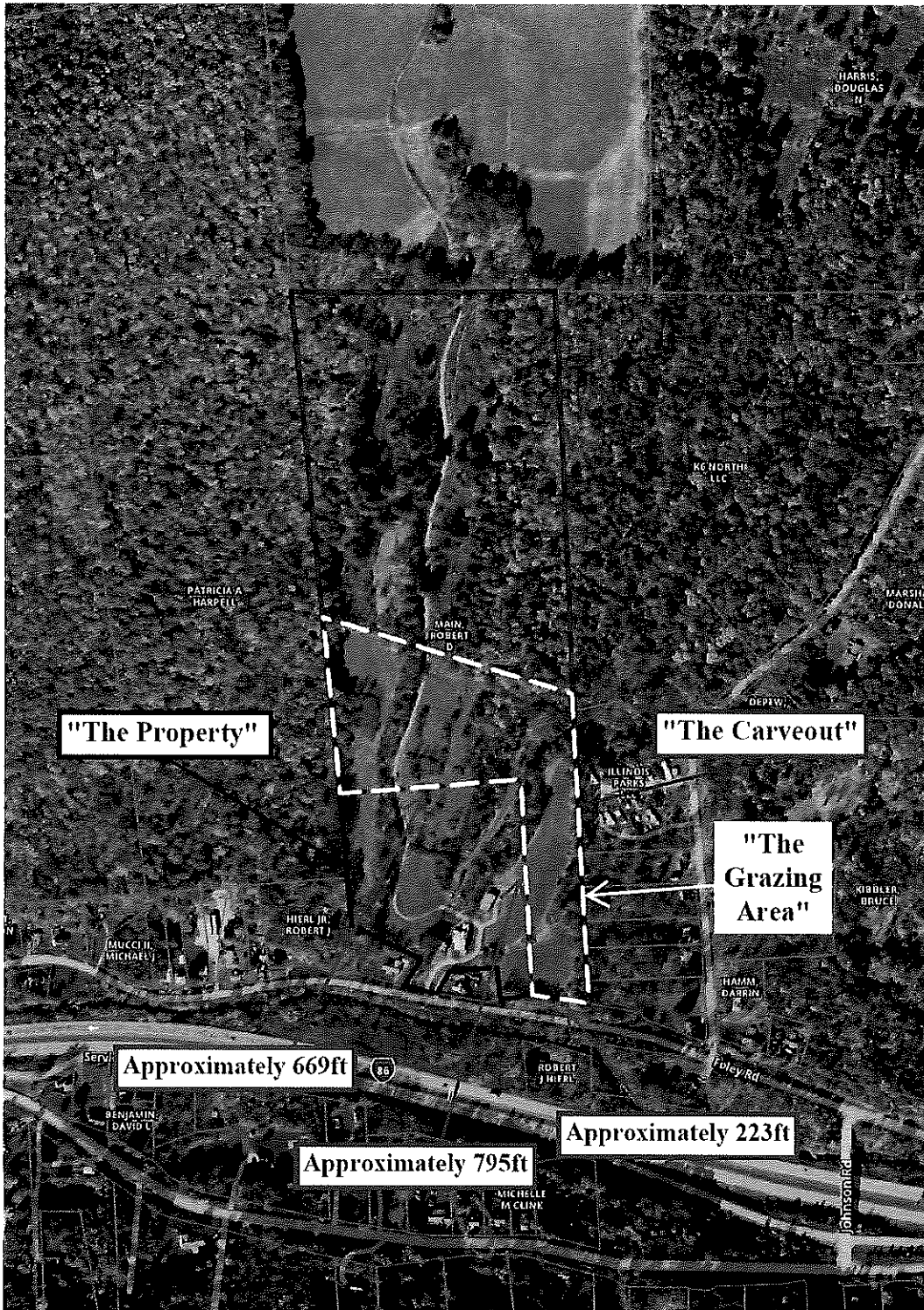
a) Seller will grant Buyer a revocable non-exclusive license over a portion of its property to be purchased, for livestock grazing and other light uses to be mutually agreed upon between Buyer and Seller prior to Closing, as shown on the Attached Exhibit A.

DATED: May 12, 2023

DATED: Apr 28, 2023

Robert D. Main
David Norbut (Apr 28, 2023 20:35:40)

EXHIBIT A









NSF Kirkwood 2 Property Purchase Contract 4.28.23

Final Audit Report

2023-04-28

Created:	2023-04-28
By:	Erin Enright (eenright@norbutsolarfarms.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3KYEX7qIX9ykG4Qv7OCJQK5RHeCgl8_

"NSF Kirkwood 2 Property Purchase Contract 4.28.23" History

-  Document created by Erin Enright (eenright@norbutsolarfarms.com)
2023-04-28 - 7:17:01 PM GMT
-  Document emailed to dave@norbutsolarfarms.com for signature
2023-04-28 - 7:20:13 PM GMT
-  Email viewed by dave@norbutsolarfarms.com
2023-04-28 - 8:43:51 PM GMT
-  Signer dave@norbutsolarfarms.com entered name at signing as David Norbut
2023-04-28 - 11:38:04 PM GMT
-  Document e-signed by David Norbut (dave@norbutsolarfarms.com)
Signature Date: 2023-04-28 - 11:38:06 PM GMT - Time Source: server
-  Agreement completed.
2023-04-28 - 11:38:06 PM GMT

**FIRST AMENDMENT TO PURCHASE AND SALE CONTRACT FOR LOTS AND
VACANT LAND**

THIS FIRST AMENDMENT TO PURCHASE AND SALE CONTRACT FOR LOTS AND VACANT LAND, with addenda (this “**First Amendment**”) dated as of January 29, 2024 (the “**Effective Date**”), by and among Robert D. Main and Verna C. Main (together, the “**Seller**”) and The Don Agency Inc., or Assignee (“**Buyer**”). Seller and Buyer are each a “**Party**” and collectively the “**Parties.**”

WITNESSETH:

WHEREAS, Seller and Buyer are parties to that certain Purchase and Sale Contract for Lots and Vacant Land, with addenda, last dated as of May 2, 2023, (the “**Contract**”) for a portion of property with an address of 165 Foley Road, Tax Map Parcel Number 147.00-1-2.11, Town of Kirkwood, County of Broome, State of New York, as more particularly described in the Contract; and

WHEREAS, the Parties mutually desire to amend the Contract as specifically set forth herein and are executing and delivering this First Amendment for that purpose.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Due Diligence Period.** Section 4(a) of the Addendum to the Contract is hereby deleted in its entirety and replaced with the following:

“Buyer shall have such option and the right to extend the Due Diligence Period. If prior to the expiration of the initial Due Diligence Period, Buyer determines that Buyer needs an additional 90 days (the “**Initial Extension Period**”), Buyer may exercise such extension in writing, at which time, Buyer’s Deposit shall become non-refundable to Buyer, except for Seller’s failure to deliver marketable title by the time of the Closing pursuant to the terms of this Contract. Buyer’s right to extend the initial Due Diligence Period for an additional 90-day period shall be subject to Buyer making an additional non-refundable deposit in the amount of [REDACTED] to the Escrow Agent (the “**Initial Extension Payment**”). If prior to the expiration of the Initial Extension Period, Buyer determines that Buyer needs an additional 6 months, Buyer may exercise such extension in writing and Buyer’s right to extend the Initial Extension Period for an additional 6-month period shall be subject to Buyer making an additional non-refundable deposit in the amount of [REDACTED] to the Escrow Agent (the “**Second Extension Payment**”). The Deposit, Initial Extension Payment and Second Extension Payment are collectively referred to as the “**Deposit**”. The Deposit is fully refundable except as described above. At the time of Closing, the Deposit shall be credited to the Buyer as a credit on the purchase price to be paid to the Seller. If this Contract is terminated because Seller fails to or has refused to perform any of its required and agreed upon duties after Buyer’s written demand, Buyer shall be entitled to receive back the entire Deposit.”

2. **Ratification; Applicability of Amendment.** As amended hereby, the Contract shall continue in full force and effect. In the event of a conflict between the provisions of this First Amendment and the Contract, the provisions of this First Amendment shall control.
3. **Defined Terms.** All terms not defined in this First Amendment shall have the meanings ascribed to such terms in the.
4. **Counterparts.** This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement. Signatures sent by PDF or email shall constitute originals.

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the Effective Date.

THIS FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING AND AGREEMENT...

THE SELLER, THE COMPANY, AND THE BUYER...

SELLER
Robert D. Main
By: Robert D. Main
Signature Date: 1/26/2024

Verna C. Main
By: Verna C. Main
Signature Date: 1/26/24

THE BUYER, THE COMPANY, AND THE SELLER...

THE COMPANY, THE BUYER, AND THE SELLER...

THE COMPANY, THE BUYER, AND THE SELLER...

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THE COMPANY, THE BUYER, AND THE SELLER...

THE COMPANY, THE BUYER, AND THE SELLER...

BUYER
THE DON AGENCY INC.
By: _____
Signature Date: _____
Name: David Norbat
Title: Director

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the Effective Date.

SELLER:

By: Robert D. Main
Signature Date: _____

By: Verna C. Main
Signature Date: _____

BUYER:

THE DON AGENCY INC.

By: *David Norbut*
Signature Date: 01-29-24
Name: David Norbut
Title: Director

SECOND AMENDMENT TO PURCHASE AND SALE CONTRACT FOR LOTS AND VACANT LAND

THIS SECOND AMENDMENT TO PURCHASE AND SALE CONTRACT FOR LOTS AND VACANT LAND, with addenda (this “**Second Amendment**”) dated as of August 26, 2024 (the “**Effective Date**”), by and among Robert D. Main and Verna C. Main (together, the “**Seller**”) and The Don Agency Inc., or Assignee (the “**Buyer**”). Seller and Buyer are each a “**Party**” and collectively the “**Parties.**”

WITNESSETH:

WHEREAS, Seller and Buyer are parties to that certain Purchase and Sale Contract for Lots and Vacant Land, with addenda, last dated as of May 2, 2023, as amended by that certain First Amendment to Purchase and Sale Contract for Lots and Vacant Land, dated as of January 29, 2024 (collectively, the “**Contract**”) for a portion of property with an address of 165 Foley Road, Tax Map Parcel Number 147.00-1-2.11, Town of Kirkwood, County of Broome, State of New York, as more particularly described in the Contract; and

WHEREAS, the Parties mutually desire to amend the Contract as specifically set forth herein and are executing and delivering this Second Amendment for that purpose.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Due Diligence Period.** Section 4(a) of the Addendum to the Contract is hereby deleted in its entirety and replaced with the following:

“Buyer shall have such option and the right to extend the Due Diligence Period. If prior to the expiration of the initial Due Diligence Period, Buyer determines that Buyer needs an additional 90 days (the “**Initial Extension Period**”), Buyer may exercise such extension in writing, at which time, Buyer’s Deposit shall become non-refundable to Buyer, except for Seller’s failure to deliver marketable title by the time of the Closing pursuant to the terms of this Contract. Buyer’s right to extend the initial Due Diligence Period for an additional 90-day period shall be subject to Buyer making an additional non-refundable deposit in the amount of [REDACTED] to the Escrow Agent (the “**Initial Extension Payment**”). If prior to the expiration of the Initial Extension Period, Buyer determines that Buyer needs an additional 6 months (the “**Second Extension Period**”), Buyer may exercise such extension in writing and Buyer’s right to the Second Extension Period shall be subject to Buyer making an additional non-refundable deposit in the amount of [REDACTED] to the Escrow Agent (the “**Second Extension Payment**”).

If prior to the expiration of the Second Extension Period, Buyer determines that Buyer needs an additional 6-months (the “**Third Extension Period**”), Buyer may exercise such extension in writing and Buyer’s right to the Third Extension Period shall be subject to Buyer making an additional non-refundable deposit in the amount of [REDACTED] to the Escrow Agent (the “**Third Extension Payment**”). The Deposit, Initial Extension Payment, Second Extension Payment, and Third Extension Payment are collectively referred to as the “**Deposit**”. The Deposit is fully

refundable except as described above. At the time of Closing, the Deposit shall be credited to the Buyer as a credit on the purchase price to be paid to the Seller. If this Contract is terminated because Seller fails to or has refused to perform any of its required and agreed upon duties after Buyer's written demand, Buyer shall be entitled to receive back the entire Deposit."

2. **Ratification; Applicability of Amendment.** As amended hereby, the Contract shall continue in full force and effect. In the event of a conflict between the provisions of this Second Amendment and the Contract, the provisions of this Second Amendment shall control.

3. **Defined Terms.** All terms not defined in this Second Amendment shall have the meanings ascribed to such terms in the.

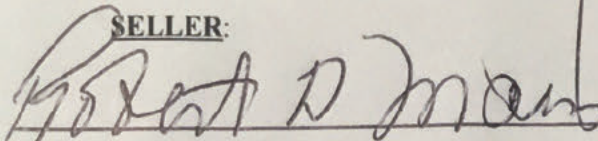
4. **Counterparts.** This Second Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement. Signatures sent by PDF or email shall constitute originals.

3. **Defined Terms.** All terms not defined in this Second Amendment shall have the meanings ascribed to such terms in the.

4. **Counterparts.** This Second Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement. Signatures sent by PDF or email shall constitute originals.

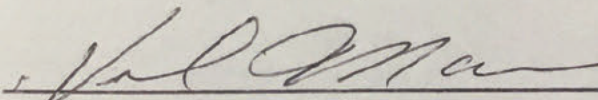
IN WITNESS WHEREOF, the Parties have executed this Second Amendment as of the Effective Date.

SELLER:



By: Robert D. Main

Signature Date: 8/26/24



By: Verna C. Main

Signature Date: 8/26/24

BUYER:

THE DON AGENCY INC.

By: David Norbut

Signature Date: 08/26/2024

Name: David Norbut

Title: Director