

BIDDER REGISTRATION AND TERMS OF SALE
Chateaugay Industrial Park, LLC
19.7 MW Biomass Power Generation Facility
7019 State Road Rt. 374
Chateaugay, New York 12790

The undersigned bidder (the "Bidder") hereby registers with Harry Davis LLC ("HD") to submit a bid for the purchase of the above power generation facility owned by Chateaugay Industrial Park, LLC (the "Owner") including the real property consisting of 19.5 acres more or less at the above address (the "Land"), all buildings on the Land (collectively, the "Buildings") and all equipment and other tangible personal property on the Land and in the Buildings (collectively, the "Equipment," together with the Land and Buildings, collectively, the "Facility") which is being offered for sale by Harry Davis LLC ("HD") to bidders ("Bidders") on behalf of the Owner as a turnkey operation upon the following terms and conditions:

1) Offering

The Facility is being offered for sale subject to confirmation by the Owner for cash with no financing contingency. **Bidders are to submit written bids ("Bids") to Harry Davis LLC by completing this form below and sending by email to Leonard A. Davis LDavis@harrydavis.com or United States Postal Service mail addressed to Leonard A. Davis, President, Harry Davis LLC, P.O. Box 38022, Pittsburgh, PA 15238 so that it is received no later than 5:00 PM, EDST, on Thursday June 3, 2021 (the "Bidding Deadline") together with the Deposit as provided in Section 2 below.** The Land is being offered free and clear of all liens, claims and encumbrances except for existing deed restrictions, building restrictions, ordinances, easements, oil, gas and mineral reservations, zoning restrictions, facts set forth in existing surveys and the general exceptions in the standard ALTA title company form of title policy of a reputable title insurance company insurable at standard rates. The Land will be conveyed by deed of special warranty. The Equipment is being sold free and clear of all liens, claims and encumbrances. Upon confirmation by the Owner, the successful bidder the ("Successful Bidder") will be required to enter into a purchase and sale agreement with Owner (the "Purchase Agreement") in the form posted on HD's website, info@harrydavis.com.

2) Deposit

All Bids must be accompanied by a deposit of \$50,000 (the "Deposit") paid by any of the following methods:

a.) **By wire transfer of immediately available funds to:**

KeyBank
Account #0981379467
ABA 021300077 SWIFT: KEYBUS33
300 Sixth Ave Bldg, Pittsburgh, Pa 15222

b.) **By Electronic Check: <https://www.billerpayments.com/app/simplepayul/?bsn=harrydavis>**

c.) **By cashier's check payable to Harry Davis LLC if bidding by mail enclosed with the Bid.**

All Deposits will be held in escrow by HD pending conclusion of the bidding and a determination by the Owner as to whether it has received an acceptable Bid. If an acceptable Bid is received HD will notify the Successful Bidder within five (5) business days following the Bidding Deadline (the "Notification Date"). Upon notification that its bid has been accepted the Successful Bidder's Deposit shall become non-refundable and applied to the purchase price on Closing (as defined below) and the Purchase Agreement shall be submitted to the Successful Bidder to be signed. Following signing of the Purchase Agreement the terms and conditions of the Purchase Agreement shall be sole determinant of the terms and conditions of the sale of the Facility. All Deposits from the other Bidders shall be returned to them following the Notification Date

3) Closing; Payment of Balance of Purchase Price; Possession

Closing on the Facility shall occur fifteen (15) days following Owner's acceptance of the bid of the Successful Bidder (the "Closing") at a time and place to be set by the Owner or on such other date at a time and place as shall be mutually agreed upon by the Successful Bidder and the Owner. The balance of the purchase price shall be payable at Closing by cashier's check, wire transfer or other immediately available funds. Possession of the Facility shall be given at Closing.

4) Taxes and Costs

Real estate taxes, assessments, water and sewer charges and utility charges will be pro-rated between the Successful Bidder and Owner on Closing. The Successful Bidder will be responsible for title examination, title commitment, title insurance and recording fees and the usual fees of a buyer for the settlement officer. Owner shall be responsible for the usual fees of a seller for the settlement officer.

5) Inspection of Property; No Warranties

a.) Each Bidder acknowledges that it has either inspected the Facility before submitting its Bid or had the opportunity to inspect the Facility and waived its right to make an inspection. Each Bidder is relying solely on its own inspection, if inspected, and/or other investigation made by Bidder with respect to the Facility and is not relying on any oral statement or written documentation concerning the physical condition of the Facility made or furnished by the Owner, HD, or any agent, employee or representative of the Owner, HD or any third party.

b.) Each Bidder acknowledges that (i) the Facility is being offered for sale in its "AS IS, WHERE IS and WITH ALL FAULTS" condition, without representation, warranty or guaranty of any kind or nature, express or implied, except to the extent specifically provided in the Purchase Agreement, (ii) there are no oral or written agreements, warranties or representations, collateral to or affecting the Facility made or furnished by the Owner, HD or, any agent, employee or representative of the Owner, HD or any third party, (iii) Owner disclaims any representations or warranties, express or implied, as to the condition, value, suitability, usage or quality of the Facility, and (iv) Owner specifically disclaims with respect to the Facility any implied warranties of merchantability or fitness for a particular purpose.

[SIGNATURE OF BIDDER ON FOLLOWING PAGE]

The undersigned Bidder hereby (a) acknowledges receipt of a copy of the foregoing Bidder Registration and Terms of Sale, (b) agrees to be bound by all of the Terms and Conditions set forth herein and (c) hereby submits the following Bid in accordance with the Terms of Sale.

Bid Amount: _____ Dollars (\$_____)

Deposit sent by (check one): Wire transfer: (____) Electronic Check (____) US Mail: (____)

Dated this ___ day of _____ 2021

Bidder Name: _____

By: _____

Print Name: _____

Title: _____

Address: _____

Email: _____

Telephone: __ _____