



County of Lewis IDA  
Regular Board Meeting **Agenda**  
January 8, 2026 | 8:30am – 10am  
Lewis County JCC Education Center | Lowville, NY

**Mission:** The mission of the County of Lewis IDA is to stabilize, strengthen and grow communities through strategic community partnerships, innovative incentive programs, responsible leverage of our financial resources and thoughtful policy development to advance economic growth and a brighter and more inclusive future for all.

I. Call to Order 8:15am

II. Privilege of the Floor

III. Minutes from November 7, 2025

a. December 16, 2025 Finance Committee Meeting Notes

IV. Financial Reports

V. Items for Approval 8:30am

a. 2026 Staff Services Contract

b. Formula adjustment – EOY Reconciliation

VI. MPI Equipment Leaseback

VII. Executive Director's Report

a. Include: Board Member Recruitment Follow-Up

b. DOD Consultant

VIII. Correspondence

a. Robert Grunert-Loud email to deny PILOT

IX. Items for Discussion

a. UTEP Revisions

b. General Martin Apartments Administrative Fee

e. PILOT Fee Schedule - MPI

f. Naturally Lewis Building/DRI

g. LCDC DANC Loan

X. Adjournment 9:45am

Next Meeting: LCIDA Regular Board Meeting – February 5, 2026 – 8:30am – LCJCC Education Center



# Statement of Financial Position

County of Lewis IDA

As of November 30, 2025

| DISTRIBUTION ACCOUNT                                | TOTAL                 |
|---|-----------------------|
| <b>Assets</b>                                       |                       |
| <b>Current Assets</b>                               |                       |
| <b>Bank Accounts</b>                                |                       |
| Cash-Petty Cash                                     | 50.00                 |
| IDA CD 1M - x0868                                   | 1,037,921.50          |
| IDA CD 500K - x0867                                 | 518,865.62            |
| IDA Checking x1214                                  | 5,512.22              |
| IDA Micro Rev Loan x2054 CLOSED                     | 0.00                  |
| IDA Money Market x1248                              | 267,922.57            |
| IDA USDA Loan Fund x1511                            | 98,678.24             |
| NYCLASS   | 1,407,364.02          |
| <b>Total for Bank Accounts</b>                      | <b>\$3,336,314.17</b> |
| <b>Accounts Receivable</b>                          |                       |
| 1101 Account Receivable                             | \$5,006,794.59        |
| <b>Total for Accounts Receivable</b>                | <b>\$5,006,794.59</b> |
| <b>Other Current Assets</b>                         |                       |
| 1090 Undeposited Funds                              | 0.00                  |
| 1150 Interest Receivable                            | 0.00                  |
| 1165-01 Lease Receivable - 2nd Place Brew Equip     | 129,271.81            |
| 1166-01 Installment Sale - 2nd Place Property       | 93,601.88             |
| 1169 Lease Receivable - BRVN Equip                  | 10,701.25             |
| 1172 Lease Receivable - Snow Ridge Groomer 1        | 86,686.58             |
| 1173 Lease Receivable - Snow Ridge Groomer 2 (2025) | 118,455.09            |
| 1178 Loan Receivable - Tug Hill AR                  | 0.26                  |
| 1179 Allowance for Loan Loss                        | -45,860.70            |
| 1200 Prepaid Insurance                              | 0.00                  |
| <b>Total for Other Current Assets</b>               | <b>\$392,856.17</b>   |
| <b>Total for Current Assets</b>                     | <b>\$8,735,964.93</b> |
| <b>Fixed Assets</b>                                 |                       |
| 1300 Accumulated Depreciation                       | 0.00                  |
| 1976 Trinity Ave Building                           | \$0.00                |
| 1920 Acc Depreciation Trinity Bldg                  | 0.00                  |
| <b>Total for 1976 Trinity Ave Building</b>          | <b>\$0.00</b>         |
| 1977 Trinity Ave Land                               | 0.00                  |
| 1978 Harrisville Bank Building                      | 45,500.00             |
| 1979 Harrisville Bank Land                          | 4,500.00              |
| <b>Total for Fixed Assets</b>                       | <b>\$50,000.00</b>    |



# Statement of Financial Position

County of Lewis IDA

As of November 30, 2025

| DISTRIBUTION ACCOUNT                       | TOTAL                 |
|--|-----------------------|
| Other Assets                               |                       |
| 1950 Purchase Option Real Est              | 0.00                  |
| 1952 Projects in Progress                  | 0.00                  |
| 1980 PILOT Admin Fee Installment           | 404,234.00            |
| <b>Total for Other Assets</b>              | <b>\$404,234.00</b>   |
| <b>Total for Assets</b>                    | <b>\$9,190,198.93</b> |
| Liabilities and Equity                     |                       |
| Liabilities                                |                       |
| Current Liabilities                        |                       |
| Accounts Payable                           |                       |
| Payables                                   | 0.00                  |
| <b>Total for Accounts Payable</b>          | <b>\$0.00</b>         |
| Other Current Liabilities                  |                       |
| General Journal                            | 0.00                  |
| Loan-Harrisville/DANC                      | 0.00                  |
| <b>Total for Other Current Liabilities</b> | <b>\$0.00</b>         |
| <b>Total for Current Liabilities</b>       | <b>\$0.00</b>         |
| Long-term Liabilities                      |                       |
| <b>Total for Liabilities</b>               | <b>\$0.00</b>         |
| Equity                                     |                       |
| 5000 Opening Bal Equity                    | 525,336.10            |
| 5001 Restricted Net Position               | 98,533.00             |
| 5002 Invested in Capital Assets            | 52,183.00             |
| 5003 Retained Earnings                     | 3,944,953.30          |
| Net Income                                 | 4,569,193.53          |
| <b>Total for Equity</b>                    | <b>\$9,190,198.93</b> |
| <b>Total for Liabilities and Equity</b>    | <b>\$9,190,198.93</b> |



# Statement of Activity

County of Lewis IDA

November 1-30, 2025

| DISTRIBUTION ACCOUNT   | TOTAL                 |
|--|-----------------------|
| <b>Income</b>  |                       |
| 3022 Interest Income   |                       |
| 3020 IDA - Bank Accounts Interest                            | 9,918.29              |
| 3091 IDA - Installment Sale Interest Income                  |                       |
| 2nd Place Beer Property Interest                             | 431.99                |
| <b>Total for 3091 IDA - Installment Sale Interest Income</b> | <b>\$431.99</b>       |
| <b>Total for 3022 Interest Income</b>                        | <b>\$10,350.28</b>    |
| Revenues-Fee   |                       |
| 3070 Pilot Fees  | 4,456,420.59          |
| <b>Total for Revenues-Fee</b>                                | <b>\$4,456,420.59</b> |
| Sales  | 202,117.00            |
| <b>Total for Income</b>                                      | <b>\$4,668,887.87</b> |
| <b>Gross Profit</b>  | <b>\$4,668,887.87</b> |
| <b>Expenses</b>  |                       |
| 3074 Economic Development Expense                            |                       |
| 3074-1 Property Redevelopment                                | 800.00                |
| Professional Services  |                       |
| 3211 Staff Services Contract                                 | -31,660.00            |
| <b>Total for Professional Services</b>                       | <b>-\$31,660.00</b>   |
| <b>Total for 3074 Economic Development Expense</b>           | <b>-\$30,860.00</b>   |
| 3075 Agency Exp  |                       |
| 3223 Accounting  | 634.36                |
| <b>Total for 3075 Agency Exp</b>                             | <b>\$634.36</b>       |
| <b>Total for Expenses</b>                                    | <b>-\$30,225.64</b>   |
| <b>Net Operating Income</b>                                  | <b>\$4,699,113.51</b> |
| <b>Net Other Income</b>                                      |                       |
| <b>Net Income</b>  | <b>\$4,699,113.51</b> |



# Expenses by Vendor Summary IDA

County of Lewis IDA

November 2025

| VENDOR                          | TOTAL          |
|---------------------------------|----------------|
| Lawrence & Philippe CPAs PLLC   | 634            |
| TTS Professional Engineers PLLC | 800            |
| <b>TOTAL</b>                    | <b>\$1,434</b> |



County of Lewis IDA  
Regular Board Meeting Minutes  
November 7, 2025 | 8:30am – 10am  
Lewis County JCC Education Center | Lowville, NY

Board Members Present: Jerry Haenlin, Darlene Rowsam, Gagan Singh, Jessica Moser, Herb Frost

Board Members Absent: Joe Lawrence (excused)

Others Present: Cheyenne Steria, Megan Marolf, Amy Hawthorne, Kaylee Millward, Joanne Witt, Jenna Lauraine

- I. Call to Order
  - a. Vice Chairman Gagan Singh called the meeting to order at 8:32AM
- II. Items for Approval
- III. Minutes for October 2, 2025 Board Meeting
  - a. A motion to approve of the **October 2, 2025 Regular Board Meeting Minutes** was made by Jerry Haenlin and seconded by Jessica Moser. All present voted in favor and the motion carried.
- IV. Financial Reports for September 2025
  - a. Megan Marolf presented the **August 2025 Financial Reports** to the Board, including the expenses by vendor summary, YTD profit and loss statement, and the balance sheet. Gagan Singh asked about the inclusion of CD reporting within the report. Future reports will include this item.
    - a. A motion to approve the financial reports for September 2025 was made by Jerry Haenlin and seconded by Herb Frost. All present voted in favor and the motion carried unanimously.
- V. Correspondence
  - a. McKenzie Lehman Resignation
    - b. The Board reviewed and discussed McKenzie Lehman's resignation from the IDA Board of Directors, effective at the end of November 2025. Approval of this resignation will fall to the Lewis County Board of Legislatures.

- j. Discuss Future Board Appointee
  - A. The Board discussed the process to appoint a new board member. The Board discussed that Lewis County has appointment power, but they would like to collect applications from community members and advertise the opportunity to be involved with the organization. Jessica Moser noted that Lewis County may already be thinking of potential appointees, and the Board would like Joanne Witt to reach out to Tim Hunt or Larry Dolhof immediately to ensure that the County is aware of the Board's discussion and to discuss a partnership in board member recruitment. The Board discussed that an individual with an engineering/mechanical background would be a good fit, and that there is no representation on the Board from the South Lewis CSD or Beaver River CSD.

VI. Redemption Center

- a. Cheyenne Steria presented an overview of the Lowville Redemption Center's property and the potential for the lot to be subdivided to accommodate the growing needs of the Lowville Free Library, the Redemption Center, and the Steven's Block. The IDA Board considered their role in securing an appraisal of the lot to facilitate business growth. Jessica Moser informed the Board of confidential knowledge that may interfere with development on this lot.
- 1. A motion to enter into **Executive Session** to discuss confidential proposals related to the Harrisville Bank Property was made by Jerry Haenlin and seconded by Darlene Rowsam citing that the proposed acquisition, sale or lease of real property or the proposed acquisition of securities, or sale or exchange of securities held by such public body, but only when publicity would substantially affect the value thereof. All present voted in favor and motion carried.
  - a. A motion to exit Executive Session was made by Gagan Singh and seconded by Herb Frost. All present voted in favor and motion carried. Staff will connect with the selected property reuse proposal for negotiations on purchase price, as discussed.

VII. Adjournment

9:01AM

- A. A motion to adjourn was made by Gagan Singh and seconded by Jerry Haenlin. All present voted in favor and the motion carried.

Next meeting: December 4, 2025 at 8:30AM



County of Lewis IDA  
Regular Board Meeting **Minutes**  
December 4, 2025 | 8:30am – 10am  
Lewis County JCC Education Center | Lowville, NY

**Mission:** The mission of the County of Lewis IDA is to stabilize, strengthen and grow communities through strategic community partnerships, innovative incentive programs, responsible leverage of our financial resources and thoughtful policy development to advance economic growth and a brighter and more inclusive future for all.

**Unable to reach Quorum; meeting postponed until January 8, 2026 at 8:30 am.**

**Committee Members Present: Joe Lawrence, Gagan Singh (virtually)**

**Committee Members Absent: Gerald Haenlin**

**Others Present: Joanne Witt, Megan Marolf, Amy Hawthorne**

**I. Call to Order**

- I. Meeting was called to order at 2:32pm by Joe Lawrence

**II. Items for Discussion**

**I. Lowville Redemption Center**

**i. Appraisal**

1. Total price was 365K. Discussions have been had with the Library and Stephens Block. Need to connect with owner and determine what is a reasonable investment for the IDA. Snowbelt Housing may be an option for the 3 unit, but only 2 are livable right now and both are currently occupied.

**ii. Process to move forward**

1. **Questions:** Can we facilitate the redevelopment as the IDA? Do we buy it and subdivide it? What would we likely recoup and what part is a passthrough vs. an investment or ROI?
  - a. There is a lien against the property. Would the purchase settle any liens or do they remain?
2. Gagan Singh offered a consultative financial analysis to the client, if needed or desired.
3. **First steps:** affirm that the owner wants to sell and begin a conversation.
  - a. Set up meeting to share information and begin the negotiation process.
    - i. Use the appraisal to justify the amount of sale.
    - ii. Include any cost initiatives through the IDA or investment vs. ROI. Could pay more or sell for less, depending on the value of the project as a whole.
    - iii. **Opportunity:** the project could funnel money into the local vendors, construction, etc. and stimulate the local economy to benefit the entire community.
    - iv. Preliminary environmental review is recommended, given the history of the area.

**II. Harrisville Bank Building**

**i. Purchase Offer**

1. Don't have a written purchase offer to date.

**ii. Septic Plans**

1. Need to overlay the plans with existing survey. Desire from buyer for the IDA to front \$1200 toward updated survey for

septic to continue with the purchase plans. A new survey may also help with future sales.

- a. Potential secondary buyer (for a drive thru coffee shop).
- b. **Suggest dollar amount or percentage of assets as a guideline for determining which projects need Board approval** and which projects can we move through on our own.

III. Approval for Consultant on Upcoming PILOTS

i. TopView Apartments

1. Closed on the building 12/15/25. Joanne Witt reviewed sale and tax documents with owner.
2. Same buyer is looking to purchase school in West Leyden. NYForward Grant may be used to provide infrastructure. **Begin the application process with buyer and Nadine Zeigler with Hodgson Russ.**
  - a. Upcoming PILOT, waiting for approval. **First Step: Inducement resolution. Formal vote from the Board for Public Hearing.**

ii. General Martin - Withdrawn PILOT Application

iii. MPI – McRez Packaging

1. Presentation of VPR Check and Site Check for Equipment Loan
2. **Visible improvements to the site:** pressure tank for well, all lumber has been acquired, spray foam is on site, drainage and pumps to treat water.
3. Board Members are welcome to come and tour/discuss progress.
4. McRez would like to reduce interest rate from 5% to 3.5%, causing a loss of \$35,000 to \$40,000 in interest.
  - a. Can be flexible in this area – **recommend 4.25%.**
5. Also requesting a reduction in admin PILOT fee from 1% to .5%
  - a. Perhaps create a different fee schedule; this may create problems in the future with UTEP
6. Village has increased the equipment cost for remediation.
7. Megan Marolf will investigate the financial agreement in depth before Board meeting.
8. Nadine Zeigler needs to send Schedule 2, has received Schedule 1 approval already. Qualifies for adaptive reuse. Contact Nadine for next steps. Cassie and Tim need to weigh in – is the County wanting a reassessment?
9. Looking for a commitment on installment sale.
10. **Delay the water treatment system. Lead time for order and delivery.** This was approved at the October Board Meeting and will be reviewed at the January 2026 Board Meeting due to no quorum in December 2025.

- iv. Energy Storage PILOTS
  - 1. Energy Dome PILOT & HCA Town of Leyden
    - a. Energy Dome | Long-Duration Energy Storage at Scale
      - i. Pursuing CERTA Credits, Town of Lydon has moratorium on energy projects currently.
      - ii. 70 mega watt energy production. **What are other IDAs doing in NY regarding this type of storage?** 1 other US Project; Italian company. HCAs with schools, very little to reference currently.
    - b. Meeting with ED Rep and County on 12/11/2025.
      - i. Proposing 70MW storage facility
      - ii. 300'w x 1000'l x 150'h
      - iii. Expected project cost \$300M
      - iv. 6-9 FT Jobs to the area
  - 2. Hydrostor PILOT & HCA Town of Croghan
    - a. Requested soil analysis. Tax ID is available.
    - b. **What PILOT schedule is in place in other states for these types of projects?**
- v. AES Sugar Maple PILOT Review
  - 1. Group is more open to shifting from PILOT into the HCA.
  - 2. **Needs to be brought to public hearing.**
  - 3. Joanne will follow up with Cassie Buell and AES to gauge progress and next steps.
  - 4. County Legislator Tim Cowmas from Croghan is valuable voice in the conversation.
  - 5. IDA supports the LCDC negotiating the HCA to the town of Croghan, then return it back to Naturally Lewis to administer.

#### IV. Installment Loans

- i. Second Place Beer Co.
  - 1. Delinquent on Equipment by 7 months
  - 2. Delinquent on Property by 3 Months
    - a. Second Place Beer has requested updated invoices. Megan Marolf is trying to coordinate a meeting.
    - b. If we don't take action, there will likely be a default. They desire a reduction in equipment costs.
    - c. **Megan Marolf will connect and schedule a sit down meeting to create a plan** to avoid financial repercussions by the end of the year. We may need to involve legal council to recoup our loss or further assist to promote success. Is the business viable?
- ii. Black River Valley Naturals has resumed payments

#### III. Meeting Adjourned at 4:01pm

## STAFF SERVICES AGREEMENT

**THIS STAFF SERVICES AGREEMENT - CY 2026** (this "Agreement"), dated as of **January 1, 2026**, is by and between **NATURALLY LEWIS, INC.**, a New York not-for-profit corporation with its principal office at 7551 S. State Street, Lowville, NY ("NATURALLY LEWIS") and **LEWIS COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a New York public benefit corporation with its principal office at 7551 S. State Street Lowville, NY ("LCIDA"). NATURALLY LEWIS and LCIDA are sometimes referred to herein, individually, as a "Party" and, collectively, as the "Parties".

### WITNESSETH:

**WHEREAS**, NATURALLY LEWIS was formed and exists for the general purpose of promoting economic development primarily within the corporate limits of Lewis County, New York; and

**WHEREAS**, LCIDA was formed under Article 18 of the General Municipal Law as a public benefit corporation and exists for the general purpose of promoting economic development in Lewis County; and

**WHEREAS**, NATURALLY LEWIS employs administrative personnel and support staff (collectively, the "Staff") who maintain an expertise in various matters relating to economic development; and

**WHEREAS**, LCIDA desires to avail itself of the Staff's expertise, skills and services (collectively, the "Staff Services") upon and subject to the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the mutual promises and undertakings herein contained, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**1. DEFINITION OF NATURALLY LEWIS STAFF/STAFF SERVICES.** The Staff Services to be performed by the Staff for and on behalf of LCIDA shall consist of general administrative and staff support services relating to economic development within Lewis County and shall include, but not necessarily be limited to, those Staff Services more particularly described on **Exhibit A** annexed hereto and made a part hereof. The Staff shall perform the Staff Services at NATURALLY LEWIS's principal office or at such other locations as NATURALLY LEWIS deems necessary or desirable in order to discharge its obligations hereunder.

**2. ASSIGNMENT OF STAFF.** NATURALLY LEWIS will assign various members of the Staff to perform Staff Services for and on behalf of LCIDA.  
Subject

perform and/or coordinate the Staff Services on behalf of the LCIDA. If LCIDA becomes dissatisfied with such designated staff members, NATURALLY LEWIS shall designate a replacement staff member acceptable to LCIDA in its sole discretion. If NATURALLY LEWIS fails to designate staff members acceptable to LCIDA, LCIDA may terminate this Agreement upon 30 days written notice.

**3. NATURALLY LEWIS'S RESPONSIBILITIES.** NATURALLY LEWIS will recruit, interview, select, hire and assign those members of the Staff who, in NATURALLY LEWIS's judgment, are best qualified to perform all NATURALLY LEWIS work including, without limitation, the Staff Services. As the Staff's employer, NATURALLY LEWIS will (a) maintain all necessary personnel and payroll records for the Staff, (b) calculate the Staff's wages and withhold taxes and other government-mandated charges, if any, (c) remit such taxes and charges to the appropriate government entity, (d) pay net wages and furnish benefits, if any, directly to the Staff, and (e) provide for such insurance coverage as may be required of it herein.

**4. STAFF ASSIGNED ARE EMPLOYEES TO NATURALLY LEWIS..** Those members of the Staff assigned by NATURALLY LEWIS to provide Staff Services for and on behalf of LCIDA pursuant to this Agreement shall at all times be deemed employees of NATURALLY LEWIS. The Staff shall not be deemed employees of LCIDA for any purpose and shall not be entitled to participate in any LCIDA employee benefit plans including pension, 401(k), profit sharing, retirement, deferred compensation, welfare, insurance, disability, bonus, vacation pay, severance pay, and other similar plans, programs and agreements, whether reduced to writing or not. NATURALLY LEWIS will require all Staff members who are assigned to work on LCIDA projects and/or matters (collectively, the "LCIDA Projects/Matters") to acknowledge, in writing, the application of the terms of this Section. NATURALLY LEWIS will endeavor to notify LCIDA prior to recruiting and/or hiring any person as a member of the Staff whom it anticipates will be assigned to work on LCIDA Projects/Matters.

**5. NATURALLY LEWIS REPRESENTATION: SATISFACTORY PERFORMANCE.** NATURALLY LEWIS represents that the members of the Staff whom it assigns to LCIDA Projects/Matters will satisfactorily perform the Staff Services. If a particular member of the Staff does not perform such Staff Services to LCIDA's satisfaction, NATURALLY LEWIS will arrange for Staff member(s) to be replaced by another Staff member within twenty (20) days after it receives notice from LCIDA that it is not satisfied with such Staff member's performance on LCIDA Projects/Matters. In those instances where LCIDA is dissatisfied with a particular Staff member's performance on LCIDA Projects/Matters, NATURALLY LEWIS's replacement of such Staff member by another Staff member shall be LCIDA's sole and exclusive remedy.

**6. COMPLIANCE WITH LAWS.** In connection with its performance under this Agreement, NATURALLY LEWIS will comply with all laws, regulations, and

orders, to the extent applicable to NATURALLY LEWIS including, but not limited to, New York State mandatory unemployment insurance and disability insurance, equal opportunity employment laws and regulations, the Fair Labor Standards Act, and the Immigration Reform and Control Act.

**7. LCIDA's RESPONSIBILITIES.** LCIDA shall specify, in detail, to NATURALLY LEWIS the LCIDA Projects/Matters, which LCIDA desires to have the Staff perform for and on its behalf, and shall set specific objectives and goals in connection therewith. NATURALLY LEWIS and LCIDA will agree upon objectives and goals. LCIDA shall furnish NATURALLY LEWIS with such information, guidelines, reports and the like as may be reasonably necessary in order for NATURALLY LEWIS to direct the Staff to effect and carry out their functions and responsibilities in connection with such LCIDA Projects/Matters. Should the LCIDA require any further project assistance or additional services they reserve the right to request those from NATURALLY LEWIS at such time and modify this Agreement.

**8. SERVICE FEE** As compensation for the Staff Services to be furnished to LCIDA by NATURALLY LEWIS hereunder during the Term, LCIDA shall pay a service fee (the "Service Fee") to NATURALLY LEWIS that equals **90% of the IDA administration fees collected from projects, distributed proportionally across the expected lifespan of those projects. Additionally, the LCIDA shall pay a service fee for project pipeline development and project management.** The total Service Fee shall be paid to NATURALLY LEWIS within thirty (30) days after the date that NATURALLY LEWIS presents an invoice therefor to LCIDA. NATURALLY LEWIS shall invoice LCIDA on a quarterly basis on the following dates: January 1, 2026, March 1, 2026, June 1, 2026 and September 1, 2026. The Service Fee shall be predetermined by the LCIDA on an annual basis, as shown in **Exhibit B, C and D** of this contract. The total Service Fee shall be the sum of Exhibit B, C & D.

**9. LCIDA OPERATING EXPENSES.** The Service Fee does not include any LCIDA Operating Expenses, for example: , the premiums for LCIDA's insurance coverage (i.e., liability, D&O, and property insurance), LCIDA's annual audit fees, reimbursements of interest costs and other fees, LCIDA's meeting expenses, collection costs on LCIDA loans, the costs of any annual or other contributions made by LCIDA to other organizations, the costs of special events attended or sponsored by LCIDA, NYS filing fees, safety deposit box fees, A, bank charges on LCIDA bank accounts, and any costs or expenses of an extraordinary nature.

**10. SERVICE PROVISION & OFFICE ACCESS.** Naturally Lewis Inc. shall administer and manage the services of the LCIDA in accordance with the terms outlined herein. As part of this agreement, the LCIDA is granted full access to Naturally Lewis Inc.'s office facilities, including office space at 7551 S. State Street

the office furniture and technology previously purchased by the LCIDA.

**11. THIRD PARTY PROVIDER.** Notwithstanding anything to the contrary contained in this Agreement, NATURALLY LEWIS shall not engage any third-party service provider to perform Staff Services for or on behalf of LCIDA or incur any out-of-pocket expense for Staff Services in excess of \$1000 (or aggregate out-of-pocket expenses in excess of \$2,500) without LCIDA's prior consent.

**12. TERM.** The term of this Agreement shall commence on **January 1, 2026** and ending on **December 31, 2026**, inclusive (the "Term"), unless both Parties, prior to the completion of the Term of this Agreement, mutually agree, in writing, to extend, renew, or continue this Agreement beyond **December 31, 2026**. Both Parties reserve the right to negotiate terms for an extension, renewal or continuation of this Agreement, subject to the approval of each Party's governing body. Negotiations for an extension, renewal or continuation of this Agreement shall commence at least sixty (60) days prior to the end of the Term. Notwithstanding anything to the contrary herein contained, NATURALLY LEWIS reserves the right to terminate this Agreement immediately if LCIDA fails to pay the Service Fee within thirty (30) days of its due date.

**13. DOCUMENTATION OF WORK COMPLETED.** NATURALLY LEWIS shall arrange for the Staff to devote such time to LCIDA Projects/Matters as may be necessary or required, in NATURALLY LEWIS's judgment, to properly, promptly and completely perform such LCIDA Projects/Matters in a good and workmanlike manner. NATURALLY LEWIS shall maintain monthly reports, and such other documentation as may be necessary to demonstrate the work being completed by the Staff on LCIDA Projects/Matters.

**14. INDEMNIFICATION.** To the fullest extent permitted by applicable law, each Party hereto (each, individually, an "Indemnifying Party") shall indemnify the other Party hereto, and its contractors, officers, directors, servants, agents, representatives, and employees (each, individually, an "Indemnified Party" and, collectively, the "Indemnified Parties"), from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys' fees and disbursements), causes of action, suits, claims, damages, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage and claims brought by third parties for personal injury and/or property damage (collectively, "Damages") incurred by any Indemnified Party to the extent caused by (i) any breach of this Agreement by the Indemnifying Party, its contractors, officers, directors, members, servants, agents, representatives, or employees, or (iii) the negligence, unlawful act or omission, or intentional misconduct of the Indemnifying Party, its contractors, officers, directors, members, servants, agents, representatives, or employees,

negligence, unlawful act or omission, or intentional misconduct of the Indemnified Party or any person or entity for whom the Indemnified Party is legally responsible.

15. **INSURANCE.** Each Party shall obtain and maintain during the Term, at its own cost and expense, insurance against such risks and for such amounts as are customarily insured against by businesses of like type and size, including, but not limited to, the following coverages with the following limits of coverage:

- (a) Commercial General Liability insurance with a combined single limit per occurrence in respect of bodily injury, disease, death and property damage of not less than \$1,000,000, and an aggregate limitation of not less than \$2,000,000, which insurance shall include contractual liability insurance.
- (b) Business automobile liability insurance with limits of insurance not less than \$1,000,000 for each accident.
- (c) Such other policies of insurance as such Party shall be required by applicable law to obtain and provide.

In addition, NATURALLY LEWIS shall obtain and maintain (i) fidelity bond insurance or other insurance covering employee dishonesty with limits of coverage of not less than \$1,000,000 and (ii) Workers' Compensation and Employer's Liability and State-mandated Disability Benefits Liability insurance covering all persons employed by NATURALLY LEWIS, with the limits of insurance required by law.

Each Party's insurance shall be written by a company or companies licensed to do business in the State of New York and reasonably satisfactory to the other Party with a Best's rating of A or better and financial size category of at least Class VII, or such higher standard as the other Party shall reasonably require. Deductibles and terms and conditions of each Party's insurance shall be subject to the other Party's reasonable approval. All policies and certificates of insurance shall state that the carrier cannot cancel or refuse to renew or create a material reduction in coverage without giving the other Party at least thirty (30) days' prior written notice. To the extent commercially available, each party's liability insurance shall include contract liability coverage for the "indemnification" requirements set forth in Section 10 hereof.

Each Party's Commercial General Liability insurance policy and Business automobile liability insurance policy shall name the other Party as an additional insured, on a primary and non-contributory basis, as its interests may appear (or loss payee in the case of property insurance). On the date hereof, each

Party shall deliver to the other Party certificate(s) of insurance evidencing the required insurance coverages hereunder.

Each Party shall attempt to cause its property insurance carrier to agree to a waiver of subrogation. If any insurance policy cannot be obtained with a waiver of subrogation, or if one is obtainable only at additional cost, then the Party undertaking to obtain the insurance shall notify the other Party of such fact. The other Party shall have ten (10) business days after receipt of notice to (i) direct the Party undertaking to provide insurance to place it with a company reasonably satisfactory to the other Party that will issue it with a waiver of subrogation at no greater cost, or (ii) agree to pay the additional premium. To the extent that the Parties obtain insurance with a waiver of subrogation, the Parties release each other from any claims for damages that are caused by or result from risks that such policies cover.

Each Party may provide any required insurance under a blanket policy.

**16. PERMITS AND LICENSES.** Each Party will maintain in effect during the Term of this Agreement any and all Federal, State, and/or local licenses and permits which may be required with respect to the respective business in which such Party is engaged.

**17. THIRD PARTY BENEFICIARIES.** Except as may be otherwise provided herein, this Agreement is not intended to confer any rights, privileges or causes of action upon any third party.

**18. FORCE MAJEURE.** NATURALLY LEWIS will not be responsible for any failure or delay in providing the Staff Services to LCIDA if such failure or delay is due to labor disputes and strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of NATURALLY LEWIS.

**19. NOTICES.** All notices, consents, or other communications required or permitted from either Party to the other under this Agreement shall be in writing and shall be deemed received (i) upon actual receipt when personally delivered, (ii) upon acknowledgment of receipt if sent by facsimile, (iii) upon the expiration of the third business day after being deposited in the United States mails, postage prepaid, certified or registered mail, or (iv) upon the expiration of the first business day after being deposited with a nationally-recognized overnight courier service, pre-paid for next day delivery, addressed as follows:

If to NATURALLY LEWIS: Naturally Lewis

7551 S. State Street  
Lowville, NY 13367  
Attn: Joanne Witt

7551. S. State Street  
Lowville, NY 13367  
Attn: Joseph Lawrence  
Its Chairman

20. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the law of the State of New York, without reference to its choice of law rules or principles.

21. **SECTION HEADINGS.** The Section headings of this Agreement are for the convenience of the Parties only and shall in no way alter, modify, amend, limit, or restrict the contractual obligations of the Parties hereunder.

22. **SEVERABILITY; WAIVER.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any delay or waiver by a Party to declare a breach or seek any remedy available to it under this Agreement or by law will not constitute a waiver as to any past or future breaches or remedies.

23. **ASSIGNMENT.** Neither NATURALLY LEWIS nor LCIDA may assign this Agreement without the prior written consent of the other Party. This Agreement shall be binding upon the Parties and their respective successors and permitted assigns.

24. **INDEPENDENT CONTRACTOR.** In its performance of this Agreement, NATURALLY LEWIS will at all times act in its own capacity and rights as an independent contractor, and nothing contained herein may be construed to make NATURALLY LEWIS an agent or partner of, or joint venturer with, LCIDA or make NATURALLY LEWIS and LCIDA joint employers of the Staff.

25. **WAIVER OF JURY TRIAL.** Each Party hereby expressly waives any right to trial by jury for any action or proceeding brought under this Agreement and agrees that any action or proceeding hereunder shall be tried by a judge without a jury.

26. **FURTHER ASSURANCES.** Each Party hereby agrees to take or cause to be taken such further actions, to execute, acknowledge, deliver and file, or cause to be executed, acknowledged, delivered and filed, such further documents and instruments, and to use its commercially reasonable efforts to obtain such consents, as may be necessary or as may be reasonably requested in order to fully effectuate the purposes, terms and conditions of this Agreement, whether at or after the execution of this Agreement.

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27. **LIMITATION OF LIABILITY.** Notwithstanding anything to the contrary in this Agreement, under no circumstance shall either Party have any liability whatsoever for consequential, incidental, special or punitive damages, howsoever claimed or arising and whether or not foreseeable.

**28. MISCELLANEOUS.** The Parties acknowledge and agree that LCIDA is managed by LCIDA's Members (the "LCIDA Members") and, to the extent that the LCIDA Members delegated management duties to LCIDA's officers. The Parties further acknowledge that nothing contained in this Agreement shall confer on NATURALLY LEWIS any power or authority to manage LCIDA, which power and authority shall remain with the LCIDA Members and/or LCIDA's officers at all times. Without limiting the generality of the foregoing, the Parties acknowledge and agree that (a) the Staff Services shall be strictly administrative (rather than managerial) in nature, and (b) NATURALLY LEWIS shall have no authority to execute contracts or agreements on LCIDA's behalf or otherwise bind LCIDA.

Nothing contained in this Agreement shall be deemed to make either Party an affiliate or sponsor of the other.

**29. ENTIRE AGREEMENT.** This Agreement (including **Exhibit A, B, C and D** annexed hereto) contains the entire understanding and agreement between the Parties with respect to the subject matter covered, and all prior agreements, understanding, covenants, promises, warranties, and representations, oral or written, express or implied, not incorporated in this Agreement are superseded. This Agreement may not be amended or supplemented in any way except in writing, dated and signed by authorized officers both parties.

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**IN WITNESS WHEREOF**, the parties have caused this Staff Services Agreement-CY 2025 to be signed by their respective duly authorized officers as of the day and year first written above.

**NATURALLY LEWIS: NATURALLY LEWIS, INC.**

By: \_\_\_\_\_  
Michael Jackson  
Its Chairman

**LCIDA: LEWIS COUNTY INDUSTRIAL DEVELOPMENT  
AGENCY**

By: \_\_\_\_\_  
Joseph Lawrence  
Its Chairman

**EXHIBIT A**

**Staff Services to be Provided**

1. Actively promote, attract, encourage and develop job and business opportunities through utilization of the IDA program benefits solely or in conjunction with other economic development and packaging of proposals to prospective clients and/or business, and negotiations of deals that are to be acted upon by Lewis County Industrial Development Agency (LCIDA).

2. Comply with New York State requirements set forth for the governance and operation of the Lewis County Industrial Development Agency including all required reporting, monitoring, auditing.
3. Market the programs and benefits of LCIDA through written materials, presentation, website, press releases, and meetings with potential clients.
4. Provide all accounting and finance support for LCIDA, including administrative support for completion of necessary financial reports, coordinating the completion of financial audits, completes all other reports required by government funding agencies, and provides other financial information and analyses as requested by LCIDA. This includes the billing and remitting of PILOT payments which are due directly to the LCIDA.
5. Assist LCIDA in the hiring of consultants, securing professional services, and in the development of requests for proposals and qualifications for feasibility studies, and securing A/E services for various projects.
6. Provide necessary staff and administrative support to LCIDA, its Audit and Governance Committees, and other committees established by LCIDA, including being available during posted business hours for community support.
7. Provide such other services or staff support functions as may be requested by LCIDA from time to time.
8. Participate in IDA training and information events such as annual Economic Development Council conferences, including following and monitoring any legislative trends and reports impacting IDAs.
9. Maintain and update as necessary the application documents of the LCIDA that would be distributed to potential applicants to the LCIDA.
10. Project management for any IDA-led projects, such as site or property developments.
11. Staff of Naturally Lewis Include:
  - Joanne Witt – Executive Director
  - TBD – Director of Development
  - Jenna Lauraine – Programs & Partnerships Director
  - Megan Marolf – Finance & Operations Manager

TBD – Economic & Tourism Development Specialist  
Kristen Aucter – Director of Tourism  
Amy Hawthorne – Administrative Specialist

**EXHIBIT B  
Service Fee**

**Dates Contracted:** January 1, 2026 – December 31, 2026

**Service Fee to be paid by LCIDA to Naturally Lewis, Inc. – \$163,883**  
(One hundred sixty three thousand, eight hundred eighty three dollars)

**Justification for Service Fee: 90% of the IDA administration fees collected from projects, distributed proportionally across the expected lifespan of those projects.**

**End of Year Reconciliation:** Any LCIDA incentive projects with an administrative fee completed in 2025 that were not included in the fee above at contract signing will be reconciled on December 31, 2026 and paid to Naturally Lewis. Additionally, an additional sum will be due for projects worked on that were abandoned (no matter the reason for abandonment).

**EXHIBIT C  
Service Fee**

**Dates Contracted:** January 1, 2026 – December 31, 2026

**Service Fee to be paid by LCIDA to Naturally Lewis, Inc. – \$100,794.08**  
(One hundred thousand dollars, seven hundred ninety four and eight cents)

**Justification for Service Fee:** Compensation for time and resources dedicated to project pipeline development, including the promotion of the LCIDA Universal Tax Exemption Policy and related initiatives designed to stimulate and support business development efforts within Lewis County, as well as continued organizational upkeep necessary to sustain and advance these endeavors.

## **Service Fee**

**Dates Contracted:** January 1, 2025 – December 31, 2025

**Service Fee to be paid by LCIDA to Naturally Lewis, Inc. – \$10,000**

**Justification for Service Fee:** Compensation for time and resources allocated to project management activities, including but not limited to LCIDA-led initiatives such as site development, property development, and related endeavors. Naturally Lewis Inc. will charge \$5,000 per project for the research and development of those projects. This service fee includes two projects in 2025.

**End of Year Reconciliation:** For any LCIDA-led projects that were started in 2025, but not listed in this Exhibit at contract signing, an addendum will be created and documentation provided to provide compensation to Naturally Lewis for the time and resources that were dedicated to the project.

McRez Packing International (MPI) LLC  
3823 Marmon Rd.  
Lyons Falls, NY 13368

12/23/2025

Subject: **Lease to Buy Equipment Declaration Factsheet**

Dear, Cheyenne,

MPI submitted to LCIDA an application for incentives around late June of 2025 requesting the agency assistance in purchasing of the equipment; MPI has obtained a quote from **Ecologix Environmental Systems LLC** located in the state of Georgia for Wastewater Treatment Unit. MPI also updated the quote for processing equipment from UltraSource LLC in the State of Missouri.

MPI has done careful analysis and consulted with vendors to ensure that the equipment purchased by LCIDA will meet the agency policy and to ensure that the life span of the equipment exceeds 15 years and that the equipment are **not** built-in as permanent structure of the facility including; burying, welding or becoming a permanent part of other structures and equipment and to ensure that equipment can be easily disassembled without damage.

Therefore, MPI will cover the equipment that would be buried under ground and for those that will become as a permanent part of the facility such as rail system, I-Beam steel structure as well as for equipment that will be welded in place.

**1. Wastewater Treatment Unit Quote:**

The unit is quoted at **\$ 364,200.00**; excluded from this quote are: the following parts that will be buried under ground or become as permanent part of the facility;

- a. Buried 20,000 gallons wastewater holding tank, MPI will pay for that (\$60,000)
- b. Buried 20,000 Sludge tank, (\$50,000)
- c. Buried double 12-inch pipelines for treated wastewater discharge from plant site to river (about 1,600 feet long); MPI will pay for that (\$35,000)
- d. Constructing a permanent insulated building for the unit (not to freeze during winter). MPI will pay for that as well (\$65,000)
- e. Freight cost for unit transportation; MPI will pay for that (\$8,000 estimated)
- f. MPI will be responsible for any cost above \$350,000 for the wastewater treatment unit

**LCIDA Share for Wastewater Treatment unit would be \$350,000 only**  
**MPI will pay for the other parts**

## 2. Slaughter and Processing Equipment

The list of slaughter and processing equipment is quoted at **\$258,988.00**; \$250,000 of which will be funded by IDA. The equipment are standalone equipment and will NOT be a permanent part of the facility, welded or permanently attached to other equipment and can be easily removed/uninstalled without damage; LCIDA Share for processing equipment will be \$250,000 only. All other equipment and expenses associated therewith will be MPI responsibility. LCIDA cost for processing equipment is \$250,000.

The total share for LCIDA for both the treatment unit and processing equipment is \$600,000

Kind regards

Rezk Abdelrahman  
Owner and founder of MPI

Ecologix Environmental Systems LLC  
 Accounts Receivable  
 11800 Wills Road, Suite 100  
 Alpharetta, Georgia 30009  
 United States








Quote Date: 18-Dec-2025

## Quotation

|   |                    |
|---|--------------------|
| <b>Bill To:</b> McRez Packing International<br>3823 Marmon Rd<br>Lyons Falls, NY, 13368<br>Rezk Abdelrahman<br>rez19764@yahoo.com | <b>Ship To:</b> NY |
|---|--------------------|

|                             |   |
|-----------------------------|---|
| <b>Quote #:</b> 44827-R1    | <b>Terms:</b> 50% down with PO and 50% the week before shipping |
| <b>Sales Rep:</b> Jeff Gray | <b>F.O.B:</b> Alpharetta, GA                                    |
| <b>Customer #:</b> 16091    | <b>Ship Via:</b> Best Way                                       |

| Line Item | Item Description  | Qty | Unit | Price (USD) | Ext. Price (USD) |
|-----------|---|-----|------|-------------|------------------|
| 1a        | <p><b>E-405 DAF System - Up to 130 GPM (29.5 m³/h)</b></p> <p>The Ecologix E-405 processes flow rates up to 130GPM (29.5m³/h). This system provides increased surface area capacity for future growth and improved processing. Counter-current flow design for increased effluent quality, Lamella Tubes with 202 ft² (18.8m²) of surface area, 304SS DAF body, top scraper with EPDM flights, Sch 40 304SS piping and valves, Sch 80 PVC or HDPE sludge piping, and mezzanine with standard stepping stairs (no alternating steps as seen in image illustration).</p> <p>Dimensions w/out Mezzanine: 8' 2" (2.5m) L x 5' 2" (1.6m) W x 9' 4" (2.8m) H</p>  | 1   | EA   | -           | -                |
| 1b        |  <p><i>Image for illustration only</i></p>  | -   | -    | -           | -                |
| 2         | <p><b>System PLC - Allen Bradley CompactLogix</b></p> <p>This NEMA 4 PLC panel is compact and fully programmable, with 10.5" TFT high resolution HMI panel, remote monitoring and control capabilities. Panel includes the Allen Bradley CompactLogix PLC processor, able to be tied into a plant SCADA system. Panel is capable of connecting to other process skids by simply adding power and a single CAT5E ethernet cable. Easy remote access to PLC, HMI, IPC, and IP Camera. Industrial VPN router designed for remote access across the Internet, to machines and installations on site. Troubleshoot machines remotely without going on-site, drastically reducing support costs.</p>                      | 1   | EA   | -           | -                |
| 3         | <p><b>Pneumatic Control Panel</b></p> <p>Air distribution control panel for control of air flow as well as the air pressure throughout the E-DAF system. It manages the air distribution to the whitewater pump along with the solenoid valves for the pneumatically actuated valves. This gives the operator peace-of-mind and if needed, the freedom to add additional pneumatically actuated valves by simply adding more solenoids to the existing solenoid bank. This panel is the master hub for all compressed air applications making it easy to maintain and control. As it is also connected to the main PLC. This panel alerts the operator of any compressed air loss or fluctuation in air supply.</p> | 1   | EA   | -           | -                |
| 4         | <p><b>Saturation Tank</b></p> <p>304SS saturation tank provides hydraulic retention time under pressure allowing separation and removal of large, undissolved air bubbles. Resulting average air bubble size is as low as 1-10 microns, much smaller than industry average.</p>   | 1   | EA   | -           | -                |

|  |  |  |    |    |   |                                    |                                       |
|--|--|--|----|----|---|------------------------------------|---------------------------------------|
| 5  | <b>Waterwhite Pump</b><br>Off the shelf, non-proprietary, ANSI pump with corrosion resistant internals. Easier to maintain and readily available to replace, if needed. Results in lower capital cost and lower operating cost.  | <br><i>Image for illustration only</i>  | 1  | EA | - | -                                  |                                       |
| 6  | <b>Floctube - Model FLT-215</b><br>PVC piping and fittings for flocculation, sized for 20 GPM to 50 GPM, mounted on its own skid and triple wrapped for longer reaction time with a compact footprint. Includes pH sensor, flow meter, sample ports, drain port, and chemical injection ports for coagulant, caustic soda, acid and polymer.<br><br>Dimensions:<br>7' 2" (2.2m) L x 2' 6" (0.8m) W x 3' 4" (1.0m) H                                      | <br><i>Image for illustration only</i>  | 1  | EA | - | -                                  |                                       |
| 7  | <b>Chemical Feed Pumps</b><br>Four (4) Grundfos (or equivalent) chemical feed pump for feeding coagulant, metal precipitant, caustic soda, and sulfuric acid. PVC Sch80 pipe and tubing (or equivalent compatible materials). Pumps to be mounted on the floctubes. Includes injection quills.   | <br><i>Image for illustration only</i>  | 2  | EA | - | -                                  |                                       |
| 8  | <b>Emulsion Polymer Activation System + Polymer Feed Pump</b><br>Pre-engineered polymer mixing system designed with intuitive controls. It is an in-line or makedown unit, and is engineered to meet liquid polymer applications utilizing diaphragm or progressive cavity pump technologies. The unique mixing regime delivers a highly activated polymer solution to every application with optimum performance.<br><br>Dimensions: 2' 10" L x 2' 0" W | <br><i>Image for illustration only</i> | 1  | EA | - | -                                  |                                       |
| 9  | <b>Commissioning, Start Up, and Training</b><br>Two (2) engineers onsite for commissioning, startup, and training for 5 days (\$2,200 per man-day), not including travel and per diem expenses.  |  | 10 | EA |   |                                    |                                       |
| <b>IMPORTANT NOTES:</b>  |  |  |    |    |   | <b>Subtotal:</b> \$ 364,200.00     | <b>Estimated Freight:</b> \$ 8,000.00 |
| <b>Schedule:</b> 3 – 4 weeks drawings and submittals. 16 weeks fabrication.<br><b>Warranty:</b> One (1) Year on workmanship and equipment.<br><b>Terms:</b> Your use and access of the Hardware, Products, Services specified herein are governed by Ecologix Environmental Systems terms of service found at <a href="https://www.EcologixSystems.com/terms-of-service">https://www.EcologixSystems.com/terms-of-service</a> . You agree to be bound by those terms of service unless otherwise agreed to herein or in another agreement.<br><b>Quote Expiration:</b> Thirty (30) days. |  |  |    |    |   | <b>Total:</b> \$ <b>372,200.00</b> |                                       |
| <b>Acceptance Signature:</b><br><br><b>Date:</b>   |  |  |    |    |   |                                    |                                       |



## TERMS AND CONDITIONS OF SALE

### WARRANTY DISCLAIMER.

Ecologix Environmental Systems, LLC (Ecologix) makes no express or implied warranties, including without limitation those of merchantability or fitness for a particular purpose or related to design, workmanship, materials, or otherwise, with regard to goods and products sold by, but not manufactured by, Ecologix. With regard to goods and products manufactured by Ecologix, see paragraph 8 below. Ecologix makes no other express or implied warranties with respect to such goods.

Any description of goods on the face of this document is for the sole purpose of identifying them and does not constitute a warranty of any kind.

1. Acceptance of Terms. This agreement consists of the following Terms and Conditions as well as the information set forth on the face of this document. By accepting delivery of the goods shown on this document, purchaser acknowledges that he has read and agrees to all Terms and Conditions of this agreement (hereafter the "Ecologix Terms and Conditions"). If the purchaser has submitted to Ecologix a credit application, the terms and conditions contained therein are incorporated as if fully set forth herein. No Terms or Conditions herein or in the Ecologix Credit Application may be changed except by written consent of either an Officer or the Manager of Credit Services of Ecologix. Any counter offers with terms and/or conditions different from the Ecologix Terms and Conditions, and the terms and conditions accompanying or incorporated into any purchase order submitted by purchaser, are expressly rejected.
2. Terms of Payment. Unless otherwise indicated by Ecologix on the face of this document, the total purchase price reflected by this document is due and payable within 30 days. All payments hereunder must be in US dollars and made in cash or by check or money order. All invoices which are not paid within 30 days, and credit accounts which are delinquent, shall be assessed a 1-1/2% service charge (or the highest legal rate under applicable state law) for each month the invoice is not paid or the account is delinquent. No contractor or other discounts apply unless expressly set forth on the face of this document. No credit terms apply unless expressly set forth on the face of this document. Purchaser shall have no right to set-off against payment hereunder any amount which Ecologix may owe purchaser. Any sales taxes will be reflected on the face of this document and added to the total purchase price.
3. Terms of Delivery. Unless the purchaser and Ecologix agree in writing otherwise, all shipments are F.O.B. point of original shipment. The risk of loss of goods, in the event of a breach or otherwise, passes to the purchaser upon Ecologix's delivery of the goods to the carrier for shipment. The purchaser shall provide

Ecologix with the exact address of the place of delivery.

Transportation charges when made freight prepaid by Ecologix will be charged on the invoice as freight and handling. Transportation charges in all other cases will be paid by the purchaser directly to the carrier.

4. Shortages. Shortage claims will not be considered unless made in writing within 10 days of the purchaser's receipt of the goods. Freight shortage or damage claims must be filed with the carrier.
5. Returns. Ecologix will accept returned goods only if Ecologix shipped them from its warehouse in error, under special circumstances expressly acknowledged by Ecologix in writing, or pursuant to Paragraph 9 below.  
  
All return requests, other than requests pursuant to the Limited Warranty (see paragraph 8 below) must be made within 10 days of receipt of shipment and must be approved by Ecologix in writing. All written approvals will include the issuance of a Returned Goods Authorization Number. This number must be clearly marked on the outside of all cartons containing returned goods. All approved returns not caused by Ecologix's shipping error will be subject to handling and restocking charges and must be in new, clean, resalable condition with freight prepaid. Ecologix will deduct the amount of all proper approved returns from the invoice or account of purchaser, less any transportation, restocking and/or handling charges. Ecologix will refuse and return to the purchaser any goods returned to Ecologix without prior written approval and a valid return authorization number clearly marked on each carton. Goods returned to the purchaser for failure to observe this policy shall remain the purchaser's responsibility.
6. Non-Standard Products. Non-standard, special order or custom-made products are not subject to cancellation or return once the order has been placed by the purchaser. The purchaser shall be responsible for all costs Ecologix has incurred on any non-standard, special order, or custom order that is cancelled.
7. Products not Manufactured by Ecologix. All products not manufactured by Ecologix carry the original manufacturer's warranty (copies on request). Ecologix makes no express or implied warranties, including any warranties of merchantability or fitness for particular purpose or related to design, workmanship, materials, or otherwise, with respect to products not manufactured by Ecologix. Ecologix's Controller includes an 18 month warranty from shipment date.

8. Limited Warranty for Products Manufactured by Ecologix. Ecologix warrants that all products manufactured by Ecologix will be free of defects in material and workmanship, excluding paint and coatings, for a period of one (1) year from shipment date (the "Limited Warranty"). The Limited Warranty does not cover the effects of normal wear and tear, abuse, abrasion, corrosion, extreme temperatures and/or improper storage, installation, or use, or force majeure. The Limited Warranty is in lieu of all other warranties, express or implied, and Ecologix makes no other express or implied warranties, including any warranty of merchantability or fitness for a particular purpose, with respect to such products. The purchaser acknowledges that the Limited Warranty is Ecologix's only warranty. No verbal agreement(s) or representations by Ecologix's agents or employees constitute a warranty of any kind. The purchaser acknowledges that all non-standard, special order or custom-made products have been produced by Ecologix in reliance on specifications and information provided by purchaser. The Limited Warranty is for the benefit of only the original purchaser, and may not be transferred or assigned.
9. Purchaser's Remedy under One-Year Warranty. If it becomes apparent within the one-year warranty period of the Limited Warranty that a product manufactured by Ecologix is in breach of the Limited Warranty, the purchaser must notify Ecologix promptly in writing and request return of the goods and a Returned Goods Authorization Number pursuant to paragraph 5 above. After receiving Ecologix's approval described in paragraph 5 above, the purchaser may return such product directly to the place of shipment. Ecologix shall inspect properly returned products. If the returned products are determined by Ecologix to be in breach of the Limited Warranty, Ecologix at its own discretion shall replace or repair the returned products, free of all charges except transportation costs. The correction of any defects by repair or replacement shall fulfill all of Ecologix's obligations and Purchaser's responsibility, including transportation costs.
10. Events Which Void Limited Warranty. The following events or occurrences shall terminate the Limited Warranty, and shall relieve Ecologix from any further responsibility thereunder: (a) purchaser's failure to promptly notify Ecologix of unsatisfactory operation, defects or any improper or unauthorized installation, maintenance, use, repair or adjustments; (b) the alteration or modification by any person other than Ecologix of products manufactured or supplied by Ecologix, and (c) operation of products manufactured or supplied by Ecologix in a manner other than as specified in written instructions supplied with such products by Ecologix.
11. Force Majeure. Ecologix shall not be liable for any expense, loss, or damage resulting from force majeure, including without limitation delay or prevention of performance caused by fires; floods; Acts of God; strikes; labor disputes; labor shortages; lack of or reasonable inability to obtain materials, fuel, supplies, or equipment; riots; thefts; accidents; transportation delays; an act or failure to act by the Government; a major equipment breakdown; variations in water quality or temperature; or any other cause beyond the reasonable control of Ecologix.
12. Disclaimer of Damages for Improper Use. Ecologix shall not be responsible for damage to its products, or damage caused by its products, resulting from improper installation and use, maintenance, unintended use or attempts to operate such products beyond their mechanical or electrical capacity, intentionally or otherwise, or any unauthorized repair or modification of its products.
13. Disclaimer for Incidental, Special and Consequential Damages. In no event will Ecologix be liable, whether arising under contract, tort, strict liability, any statutory remedy, or any other cause of action whatsoever, for labor costs, loss of anticipated profits or goodwill, loss by reason of plant shutdown, non-operation or increased expense of operation, service interruption, cost of purchase or replacement power, claims of customers, cost of money, loss of use of capital or revenue, fines or penalties assessed or levied against purchaser based on the operation, non-operation, or use of the goods, or for any special, incidental, or consequential loss or damage of any nature, arising at any time from any cause whatsoever.
14. Field Repairs. Any in-field repairs of products claimed by purchaser to be in breach of the Limited Warranty must be approved by Ecologix prior to repairs being performed. Any in-field repairs performed for any other cause, or not approved in advance by Ecologix, will void the Limited Warranty in full.
15. Alterations to Products. Any alterations to products performed during while the Limited Warranty is in effect will void the Limited Warranty and relieve Ecologix from all liability under the Limited Warranty.
16. Limitation of Liability. Notwithstanding any other provision of this agreement, Ecologix's cumulative maximum liability under this agreement arising from any cause whatsoever, including but not limited to breach of contract, quasi-contract, tort (including negligence), strict liability, any other statutory remedy, breach of warranty, or any other cause or form of action whatsoever will not exceed the purchase price.
17. Catalog. All information, recommendations and suggestions appearing in Ecologix's catalog and web page are based upon tests and data believed to be reliable. However, it is the purchaser's responsibility to determine the suitability of Ecologix's products for each application. Ecologix reserves the right to change the prices set forth in its catalog at any time and without notice to the purchaser or other customers. The catalog is not a part of this agreement.

18. Breach and Remedies. Any failure by the purchaser to tender full payment when due, or any wrongful rejection or repudiation of the Ecologix Terms and Conditions shall constitute a material breach, and shall entitle Ecologix to pursue any or all of its remedies under the Uniform Commercial Code and applicable state law. Ecologix's remedies are cumulative and shall include without limitation:
  - a. Withholding delivery of products;
  - b. (b) Stopping delivery by the carrier; (c) Reselling the products and recovering damages; (d) Recovering damages for non-acceptance and/or nonpayment; (e) Canceling this agreement; and, (f) Reclaiming delivered products.
19. No Waiver. Any delay or failure by Ecologix to enforce or pursue any or all of its remedies upon a breach by purchaser shall not be construed as a waiver of Ecologix's rights under this agreement or applicable state law. Any waiver of Ecologix's rights or claims under this agreement must be in writing signed by Ecologix and given in exchange for valuable consideration.
20. Assignment and Delegation. No right or interest under this agreement may be assigned by either party without the written consent of the other party. No duty or obligation under this agreement may be delegated by either party without the written consent of the other party. Any assignment or delegation not consented to in writing is void.
21. Entire Agreement. The Ecologix Terms and Conditions set forth herein and the Ecologix Credit Application, if applicable, constitute the entire agreement between purchaser and Ecologix and supersede any prior or contemporaneous representations or agreements, written or oral. No additional oral or written terms, including any attempts by purchaser to modify the Ecologix Terms and Conditions or any other document relating to this sale, shall become a part of this agreement without the express written consent of Ecologix.
22. Severability. If any part of this agreement is deemed unenforceable for any reason, the remainder of the agreement and the Ecologix Terms and Conditions shall remain in full force and effect.
23. Governing Law. This agreement shall be construed under and controlled in all respects by the law of the state of Georgia without regard to conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not be applicable to this agreement.
24. Disputes. If there is any dispute about or involving this agreement, purchaser agrees that the dispute shall be governed by the laws of the State of Georgia, USA, without regard to conflict of law provisions and purchaser agrees to exclusive personal jurisdiction and venue in the state and federal courts of the United States located in the State of Georgia.
25. Headings. All headings are organizational devices only. They are not intended by the parties to have any legal import.
26. Attorney's Fees. In the event that Ecologix is the prevailing party in any action or proceeding to enforce its rights under or arising from this agreement, Ecologix shall be entitled to its actual attorney's fees and court costs, unless the law of the forum state requires that the prevailing party or either party be entitled to attorneys' fees, in which event the Ecologix Terms and Conditions are modified to incorporate the forum state's requirements.
27. Inspection and Rejection of Non-Conforming Goods. Purchaser has the right to inspect the products delivered pursuant to paragraph 3 promptly upon receipt, but not later than two (2) days following receipt. Purchaser, at its sole option, may inspect all or a sample of such products and may reject all or any portion of the products if it determines the products are nonconforming or it is apparent that the products are in violation of the Limited Warranty. If purchaser rejects any portion of such products for such reasons, purchaser has the right, effective upon written notice to Ecologix, to:
  - (a) rescind its order in its entirety;
  - (b) accept such products at a reasonably reduced price mutually agreeable to purchaser and Ecologix; or
  - (c) reject such products and require replacement of the rejected products. If purchaser requires replacement of such products, Ecologix shall, at its expense, within the original lead time and dependent upon Ecologix production work load replace the nonconforming products and pay for all transportation charges for the return of the same and the delivery of replacement products. If Ecologix fails to timely deliver replacement products, purchaser's sole remedy shall be to terminate its order. Any inspection by purchaser under this paragraph shall not prejudice the right of purchaser to conduct further inspections after Seller has carried out its remedial actions.
28. Intellectual Property. Ecologix does not grant to purchaser any license or other right to any non-public, confidential or proprietary information of Ecologix, nor to any other intellectual property of Ecologix including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, trade dress, trademarks, service marks, or other intellectual property. Title to, ownership of, and all applicable rights in, non-public, confidential or proprietary information of Ecologix and intellectual property of Ecologix shall at all times remain in Ecologix and shall not at any time be transferred or assigned to purchaser. Purchaser covenants not to reverse engineer or reproduce Ecologix's products, combine Ecologix's products with other goods for sale or distribution, or produce, sell, distribute, or market goods competitive with Ecologix's products. Purchaser shall indemnify and hold harmless Ecologix for all losses or damages, including attorneys' fees, incurred by Ecologix as a result of violation of this paragraph.

29. The following is excluded from all turn-key projects:  
Permits, bonds, and anything not specifically listed and shown on the drawings.
30. Acceptance of Terms and Conditions of Sale. Ecologix's performance is conditioned upon purchaser's assent to the Ecologix

Terms and Conditions. Ecologix hereby gives notice of its objection to any additional or different terms or conditions contained in any purchaser acceptance, purchase order, acknowledgment, or other document.

## LIMITED MANUFACTURER'S WARRANTY

Ecologix Environmental Systems, LLC. ("Ecologix") warrants that its filtration systems ("Product") shall be free from defects in materials and workmanship for a period of 12 months from date of purchase. Ecologix's obligation under this warranty shall extend only to the original purchaser and shall be limited solely to the cost of repair or replacement (at Ecologix's option) of any Product that upon examination by Ecologix proves to be defective in manufacture. This warranty is expressly conditioned upon correct installation and application of the Product in the manner recommended by Ecologix, which installation and application is the responsibility of the purchaser.

ECOLOGIX'S LIABILITY IS LIMITED EXCLUSIVELY TO THE REMEDY PROVIDED BY THIS WARRANTY, WHICH SHALL BE IN LIEU OF ANY OTHER REMEDY AVAILABLE UNDER APPLICABLE LAW. or resulting nonuse, property damage, lost Written notification of a claim under this warranty must be received by Ecologix's Customer Service Department at **11800 Wills Road, Suite 110, Alpharetta, Georgia 30009**, within 30 days after the appearance of the claimed defect. Such notification must provide all pertinent information regarding the claim. Ecologix thereafter will inform the purchaser of the service location to which the Product must be sent, shipping prepaid, for repair or replacement.

This warranty shall not apply to: (a) damage to product due to accident, normal wear and tear, misuse, abuse, neglect, abrasion, improper use or application (including chemical attack and / or corrosion), or improper maintenance; (b) paints, coatings, finishes, rubber parts or screen mesh; (c) products altered or repaired by other than Ecologix's Customer Service Department or an authorized service representative; or (d) component parts or subsystems separately warranted by their respective manufacturers. All electrical components manufactured by others are covered by the warranties of the respective manufacturers. Ecologix shall not be responsible for any consequential or incidental damages of any nature whatsoever including but not limited to: vegetation loss, cost of substitute equipment or services during periods of malfunction production time or personal injury resulting from installers negligence or misapplication.

ECOLOGIX MAKES NO OTHER WARRANTIES OTHER THAN THE FOREGOING, WHICH IS IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. No cause of action or claim may be asserted unless it is covered by the Limited Manufacturer's Warranty described herein and an action is commenced within one month after the defect in the product at issue is, or with the exercise of reasonable care could have been known.

## WARRANTY PROCEDURE

The Ecologix Limited Warranty Procedure is designed to reduce administrative hassles while continuing to stress Ecologix's commitment to producing quality products. Our warranty is also designed to ensure customers that Ecologix stands behind its products.

### RETURNED MERCHANDISE:

In order to properly implement this limited warranty procedure, we require that all returned merchandise have a Return Authorization (RA) Number to ensure proper tracking of the merchandise. To receive a RA number the authorized Ecologix dealer/distributor must call our Customer Service Department for issuance.

Next, return the merchandise to Ecologix— freight prepaid—and Ecologix will determine further action. Ecologix will repair or replace— without charge—all parts that are found to have original manufacturing defects. Please write the RA number on each box that is shipped back to Ecologix.

### GENERAL LIMITED WARRANTY GUIDELINES:

- Product repairs by other than Ecologix
- Chemical attack and/or corrosion

The Ecologix limited warranty, as printed in Ecologix product literature is the only customer warranty that is extended to its trade customers. It is the only limited warranty made to its customers and

As with all of our limited warranties, defects include only original manufacturing defects and do not include accidental damage in transit, distributor warehousing, or by the installer or end-user. It does not include abuse or vandalism.

Ecologix will repair or replace defective product, which means:

1. The returned merchandise may be repaired to an operational state and returned to the dealer/distributor for return to the end-user.
2. That a replacement may be new or refurbished.
3. That Ecologix determines the appropriate resolution.

As a matter of guidance, the following are some examples and situations where the product is not covered by Ecologix's limited warranty:

- Improper application
- Improper installation
- Abuse or mishandling of products
- Product alteration
- Accident

no employee or agent of the company is authorized to modify said limited warranty in any way. Please review the Ecologix Irrigation Filtration Systems Limited Manufacturer's Warranty for specific limited warranty details.

UltraSource LLC  
 1414 W 29th St  
 Kansas City, MO 64108-3604  
 USA



Telephone 800-777-5624  
 Fax 816-753-4976  
 Giro  
 Tax registration number 431906745

Ship to:  
 McRez Packing International LLC  
 3823 Marmon Road  
 Lyons Falls, NY 13368  
 USA

## Quotation

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 Number Q2025-E01518-1  
 Date 12/23/2025  
 Requisition  
 Your ref. Lewis County IDA list  
 Our ref. 000047  
 Quotation deadline 6/1/2026  
 Payment 100% DOWNPAYMENT AT ORDER PLACEMENT

| Item number | Description  | Ship date | Quantity Unit | Sales price | Discount | Discount percent | Amount    |
|-------------|--|-----------|---------------|-------------|----------|------------------|-----------|
| 017010      | 110888111 EFA MOD 63<br>BREAKING SAW 115V  | 6/26/2026 | 1.00 EA       | 3,670.00    | 0.00     | 0.00%            | 3,670.00  |
| 100405      | Harrington Electric Chain<br>Hoist SEQ SERIES Dual Speed<br>W/ Plastic Chain Container,<br>VFD 6:1<br>- Single Phase<br>- Suspension: Hook Mounted<br>- Voltage: 115/230-1-60<br>- Lift: 20'<br>- Speed: 3.9-17 FPM  | 6/26/2026 | 3.00 EA       | 4,995.00    | 0.00     | 0.00%            | 14,985.00 |
| 100605-PC   | ROLL-O-MATIC HIDE PULLER<br>W/O HOIST. HOIST SOLD<br>SEPARATELY<br>-Steel construction - Powder<br>coated finish<br>- fiber grate work surfaces<br>- Includes 2 side steps for<br>operators and high siding.   | 6/26/2026 | 1.00 EA       | 9,000.00    | 0.00     | 0.00%            | 9,000.00  |
| 017237-100  | EFA MODEL 287E<br>W/CONTROL BOX<br>•German built carcass<br>splitting saw<br>•Low noise and vibration<br>•Water connection for<br>cleaning and cooling saw<br>blade<br>•114" blade length<br>•18" cutting throat<br>•Cutting time ~25 seconds<br>•2hp motor – 230V/3 phase -<br>includes starter box | 6/26/2026 | 1.00 EA       | 11,545.00   | 0.00     | 0.00%            | 11,545.00 |

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|-------------|--|-----------|---------------|-------------|----------|------------------|-----------|
| 101468      | MS202 RAIL SCALE W/ 480 LEGEND INDICATOR, 1/2 IN RAIL<br>-4-5/8" diameter wheel<br>-3/8" x 1/3/4" trolley frame<br>-11-3/4" frame length<br>-Heat Treated for hide pulling<br>-5/8" x7" trolley hook<br>-Welded eyelet       | 6/26/2026 | 1.00 EA       | 3,495.00    | 0.00     | 0.00%            | 3,495.00  |
| 100456-100  | TRACK, NON-FABRICATED, EP, 0.5 X 2.5<br>-Electroplated rail<br>-Round edge rail  | 6/26/2026 | 1,600.00 FT   | 20.00       | 0.00     | 0.00%            | 32,000.00 |
| 100462      | HANGER TRACK 10 H.F. EP<br>-Single top hole hanger<br>-Hot forged 1/2" x 2-1/2" steel  | 6/26/2026 | 533.00 EA     | 26.00       | 0.00     | 0.00%            | 13,858.00 |
| 102472      | 7321 HEAT TREATED TROLLEY & 4007 5/8 IN X 7 IN HOOKS, BLACK<br>-4-5/8" diameter wheel<br>-3/8" x 1/3/4" trolley frame<br>-11-3/4" frame length<br>-Heat Treated for hide pulling<br>-5/8" x7" trolley hook<br>-Welded eyelet | 6/26/2026 | 200.00 EA     | 57.50       | 0.00     | 0.00%            | 11,500.00 |

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|-------------|--|-----------|---------------|-------------|----------|------------------|-----------|
| 100726-100  | MOTORIZED CARCASS DROPPER, PC, LH, WIRELESS REMOTE<br>•For raising and lowering from meat rail<br>•HD motor and gear box for up to 2,000lbs<br>•Up to 7.5' drop<br>•Easy install and operation<br>•Wireless remote<br>•Hanger side per customer approval | 6/26/2026 | 1.00 EA       | 7,500.00    | 0.00     | 0.00%            | 7,500.00  |
| 310075      | TMM 400 HIGH SPEED BANDSAW 220 VOLT<br>•Blade speed: 6,450 feet/min<br>•Cutting throat height: 16.5"<br>•Cutting throat width: 15.5"<br>•Blade length: 129.5"<br>•Electrical: 230V / 3 phase   | 6/26/2026 | 1.00 EA       | 25,000.00   | 0.00     | 0.00%            | 25,000.00 |
| 017010      | 110888111 EFA MOD 63 BREAKING SAW 115V   | 6/26/2026 | 1.00 EA       | 3,670.00    | 0.00     | 0.00%            | 3,670.00  |

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| 310002-400  | 900P M/M 230 VOLT 32, 7.5HP, 5.5KW<br>•Hopper Capacity: ~200lbs<br>•Mixing capacity: ~132lbs<br>•Solid stainless steel feedscrew and mixing paddle<br>•#32 (90mm) size grinding headSeamless, fully welded heavy-duty stainless steel construction<br>•Automatic forward/reverse mixing action<br>•Stainless steel counterbalanced interlocking dome-shaped lid with viewing slots so spices or other ingredients can be added while mixing. Mixing action stops when safety lock on lid is released<br>•Two independent helical gear motors for mixing and grinding<br>•Heavy-duty locking casters<br>•Grinding gear motor: 5.5hp<br>•Mixing gear motor: 1.5hp<br>•Net weight: 816lbs | 6/26/2026 | 1.00 EA       | 24,495.00   | 0.00     | 0.00%            | 24,495.00 |
| 580104      | F-LINE F-40 A, VACUUM STUFFER<br>•Offers the same function as larger vacuum stuffers at an affordable price<br>•Gear included for optional twist linking attachment<br>•Equipped with TC100 control<br>•Equipped with a 40 liter filling hopper<br>•Frey vector drive of the F-Line F40 ensures high performing accuracy<br>•The machine housing is made of high-quality stainless steel for easy cleaning<br>•Capacity: 40 liter<br>•Suction Power of vacuum: 16cbm/h<br>•Weight: 838lbs  | 6/26/2026 | 1.00 EA       | 47,495.00   | 0.00     | 0.00%            | 47,495.00 |
| 580052      | CASING HOLDER DEVICE F/ DHGA - TWIST LINKER<br>• For natural and collagen casings (13mm-43mm)<br>• Includes: 12mm, 14mm, and 20mm horns<br>• Additional horns available upon request   | 6/26/2026 | 1.00 EA       | 6,995.00    | 0.00     | 0.00%            | 6,995.00  |

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| Item number   | Description  | Ship date | Quantity | Unit | Sales price | Discount | Discount percent | Amount    |
|---------------|--|-----------|----------|------|-------------|----------|------------------|-----------|
| 391101-200    | CLIPSTAR CDC200 PRO SEMI-AUTO 690MM<br><ul style="list-style-type: none"> <li>• High flexibility, large caliber range (up to 120mm), and simple operation</li> <li>• Built to last with stainless steel and hygiene friendly design</li> <li>• Pneumatically controlled and operated for easy maintenance and low cost</li> <li>• Quick change of up to 4 different clip types without requiring any modification</li> <li>• Capable of connection to all commercially available stuffing machines</li> <li>• 690MM stuffing horn</li> </ul>   | 6/26/2026 | 1.00     | EA   | 35,285.00   | 0.00     | 0.00%            | 35,285.00 |
| 244912        | PROTEGE PATTY FORMER<br>Patty Forming Machine. Unit includes stainless steel feed tray (40-lb. capacity) with standard feed safety guard and choice of one round mold and standard transition plate to match. Specifications:<br><ul style="list-style-type: none"> <li>•Production: Up to 1,200 patties per hour</li> <li>•Physical Dimensions: 20-in. long x 18-in. wide x 22-in. high</li> <li>•Electrical: 115 volt, 60 Hertz, single phase, 13 amps (220 volt, 50 Hertz available at extra charge)</li> <li>•Weight: 150-lbs.</li> <li>•Mold Plate: Up to ¾-in. thickness in any shape</li> </ul> | 6/26/2026 | 1.00     | EA   | 8,495.00    | 0.00     | 0.00%            | 8,495.00  |
| ADJ-PROCEQUIP | Freight billed prepaid and add at time of shipping   | 6/26/2026 | 1.00     | EA   | 0.00        | 0.00     | 0.00%            | 0.00      |

Installation not included in this pricing. Can be quoted upon request.

Derek Schroeder > derek.schroeder@ultrasourceusa.com > 816-360-2009

| Currency | Sales subtotal amount | Total discount | Charges | Net amount | Sales tax | Round-off | Total      |
|----------|-----------------------|----------------|---------|------------|-----------|-----------|------------|
| USD      | 258,988.00            | 0.00           | 0.00    | 258,988.00 | 20,719.04 | 0.00      | 279,707.04 |

## TERMS AND CONDITIONS

UltraSource LLC ("UltraSource") and the customer named herein ("Customer") agree that the following terms and conditions shall govern the sale, delivery, installation, warranty and use of the equipment and products described herein ("Equipment and/or Product"), which are confirmed in writing by the (i) Invoice, (ii) Quotation, (iii) Order Confirmation, or (iv) Email Confirmation, as applicable, between UltraSource and Customer (each a "Purchase Agreement").

1. **Sale and Purchase of Equipment and/or Product.** UltraSource agrees to sell to Customer, and Customer agrees to purchase from UltraSource, the Equipment and/or Product at such prices and such other terms (if applicable) as agreed to between the parties as detailed in the Purchase Agreement.

2. **Taxes.** All prices are exclusive of any federal, state, local or foreign taxes, including state and local sales or use taxes. If applicable, state, and local sales tax will be added to the total, unless Customer provides UltraSource with a tax-exempt certificate with the understanding that state tax auditors scrutinize every tax exemption certificate in detail for legitimacy and completeness so UltraSource must review all certificates for compliance prior to establishing a Customer's account as tax exempt in UltraSource's sole judgment. Due to potential changes in U.S. trade policies and tariffs, as well as the ongoing volatility in import freight costs and container availability, UltraSource reserves the right to pass along any increases in import duties and/or import freight charges imposed after the date of the Purchase Agreement and prior to shipment of the order. If such tariff is reduced or eliminated before the shipment date, UltraSource will pass along the savings and update the pricing accordingly.

3. **Terms of Payment.** The aggregate purchase price is payable by Customer to UltraSource in such amounts and in such manner as agreed to between the parties under the Purchase Agreement. If such purchase price is not paid when it becomes due and payable or if the shipment needs to be delayed by the Customer, the overdue payment will bear interest from date of shipment at the highest legal rate and holding and storage costs, if applicable will be charged to Customer. If such amounts are not paid by Customer, UltraSource may deduct such charges from the deposit, if any. UltraSource reserves the right to withhold shipments if any payment is past due, and interest and holding/storage costs will continue to accrue on such unpaid amounts until paid in full. UltraSource reserves the right to apply any payments received by Customer to any outstanding invoice due from Customer.

4. **Shipment.** Unless otherwise stated in the Purchase Agreement, the shipping terms are either (i) "Free on Board" (FOB) UltraSource's designated warehouse(s) for shipments to the contiguous United States and governed by Uniform Commercial Code (UCC), or (ii) "Ex-Works" (EXW) UltraSource's designated warehouse(s) for shipments outside the contiguous United States by the International Chamber of Commerce's (ICC) Incoterms. Risk of loss shall pass to the Customer at the time of delivery by UltraSource to the carrier. The obligations, shipping costs, customs clearance, import duties and taxes, and insurance, and other costs incident to the delivery of the Equipment and/or Product shall be defined by the shipping terms, shipping mode stated in the Purchase Agreement, and the Uniform Commercial Code (UCC) or International Chamber of Commerce's (ICC) Incoterms, as applicable. Shipping charges added to the Purchase Agreement may include an amount greater than the shipping charges paid to the carrier for crating, handling, and administrative expenses are not subject to discounts.

5. **Cancellation.** Customer may cancel upon written notice to UltraSource and upon the payment to UltraSource of a cancellation fee which is the greater of (i) twenty-five percent (25%) of the purchase price of the Equipment and/or Product, (ii) the percentage or the purchase price of the Equipment and/or Product equal to the percentage of UltraSource's completion of the Equipment and/or Product order, (iii) or such other amount as agreed to in the Purchase Agreement. UltraSource shall return to Customer any funds received from Customer for such canceled order, less the amount of the cancellation fee payable by Customer to UltraSource and such other costs as incurred by UltraSource in this regard. Any such cancellation by Customer shall be ineffective if written notice thereof is received by UltraSource after the date the Equipment and/or Product is shipped to Customer by UltraSource. All special or custom orders (such as tooling, custom equipment or custom packaging) are excluded from this cancellation policy, and such special or custom orders are non-refundable, and non-cancelable. UltraSource reserves the right to cancel a Purchase Agreement for any reason prior to shipment to Customer.

6. **Installation.** Any applicable installation and/or final hook-up of the Equipment and/or Product to utilities shall be the sole responsibility of Customer. At the Customer's request, an UltraSource services technician can complete or supervise such applicable installation at a mutually agreeable time. UltraSource reserves the right to charge for such

technician services at UltraSource's current published rates, including travel and lodging expenses, and UltraSource will provide to Customer applicable payment timelines and method of payment for such services and expenses.

7. **Warranty and Disclaimer.** Unless otherwise provided in the Purchase Agreement, UltraSource warrants that the Equipment and/or Product will, upon shipment to Customer, materially conform to the description and specifications set forth in the Purchase Agreement and will be free from substantial defects in material and workmanship. The Warranty is valid only under such Equipment and/or Product's normal and proper use, including adherence to its proper preventive maintenance, cleaning and service, for a period of one (1) year following delivery of the Equipment and/or Product to Customer, as applicable, provided that the length of the warranty shall only be adjusted from such one (1) year period for the following products: (i) 3-years on parts for the Rollstock die lift systems, (ii) 2-years on parts for the UltraVac 225, 250, 400, 500, 600, 700, 2100, 3000, and 3500, (iii) 2-years on parts for the UltraShrink™ 3012 shrink tunnel and 2818 dip tanks, (iv) 2-years on parts for Frey Stuffers, and (v) 6 months on all Piston Stuffers. Unless otherwise provided in the Purchase Agreement, UltraSource provides a ninety-day (90) warranty on labor, but it is UltraSource's sole discretion as to its timelines for the provision of such labor. UltraSource will not be responsible for, and this warranty will not cover, damage to the Equipment and/or Product caused by accident or any damage due to (i) improper service or operation of the Equipment and/or Product, (ii) alteration of the Equipment and/or Product or any use of the Equipment and/or Product for any purpose other than its intended purpose including speed or capacity constraints, or (iii) abuse of or failure to properly maintain the Equipment and/or Product or defects caused by Customer's actions or inactions or fluctuations in electrical power or wet compressed air or other issues with the Customer's utilities which damage the Equipment or Product. Customer is responsible for any wear parts and proper maintenance of the equipment, especially the safety systems. Use of non-Original Equipment Manufacturer ("non-OEM") parts may void this warranty. UltraSource's sole obligation under this warranty shall be to repair or replace, at its option, the defective Equipment and/or Product or parts at no charge to Customer; provided the Equipment and/or Product has been properly maintained and cleaned and further provided that the same does not fall within the normal wear & tear as defined within UltraSource manual and/or Equipment and/or Product manual, as applicable. As an express condition of this warranty and the ability to return any such defective Equipment and/or Products or parts, Customer must obtain a written Return Material Authorization ("RMA") from UltraSource prior to any such return, which shall contain the terms of any such return and any shipping, restocking, and/or other fees to be paid by Customer related to the same. THE CUSTOMER, AS A CONDITION OF PURCHASING ANY EQUIPMENT AND OR PRODUCT, AGREES TO HAVE ALL ITS OPERATORS READ AND UNDERSTAND THE OPERATING MANUAL RELATED TO SUCH EQUIPMENT AND/OR PRODUCT BEFORE USE AND AGREES TO ENSURE ALL ITS OPERATORS AND MANAGEMENT ABIDE BY ALL WARNINGS, WHICH WILL HELP ASSURE THE OPERATOR'S SAFETY AND THE INTEGRITY AND SAFETY OF EQUIPMENT AND/OR PRODUCT.

8. **Exclusive Remedy and Limitation of Liability.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTIONS 7-10, ULTRASOURCE MAKES NO OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT AND/OR PRODUCT, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND INFRINGEMENT. NO EMPLOYEE OR AGENT OF ULTRASOURCE HAS THE AUTHORITY TO GRANT ANY OTHER WARRANTY TO CUSTOMER, WRITTEN OR ORAL, UNLESS SUCH WARRANTY IS SET FORTH IN WRITING AND SIGNED BY AN OFFICER OF ULTRASOURCE. THE EXPRESS WARRANTIES SET FORTH IN SECTIONS 7-10 ARE GIVEN IN SATISFACTION OF ANY AND ALL OBLIGATIONS OR LIABILITIES OF ULTRASOURCE TO CUSTOMER, OR ANY THIRD PARTY, WITH RESPECT TO THE EQUIPMENT AND/OR PRODUCT (WHETHER SUCH LIABILITIES OR OBLIGATIONS ARISE OUT OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHERWISE). WITHOUT LIMITING THE FOREGOING, ULTRASOURCE SHALL NOT BE LIABLE FOR ANY PROPERTY DAMAGE OR PERSONAL INJURY TO CUSTOMER, OR ANY THIRD PARTY, WITH RESPECT TO THE EQUIPMENT AND/OR PRODUCT. FURTHER, IN THE EVENT OF RETURN OF THE EQUIPMENT AND/OR PRODUCT OR PARTS, ULTRASOURCE SHALL NOT BE LIABLE FOR ANY DAMAGES TO CUSTOMER'S PREMISES CAUSED BY REMOVAL OF THE EQUIPMENT AND/OR PRODUCT NOR

**TERMS AND CONDITIONS**

UltraSource LLC ("UltraSource") and the customer named herein ("Customer") agree that the following terms and conditions shall govern the sale, delivery, installation, warranty and use of the equipment and products described herein ("Equipment and/or Product"), which are confirmed in writing by the (i) Invoice, (ii) Quotation, (iii) Order Confirmation, or (iv) Email Confirmation, as applicable, between UltraSource and Customer (each a "Purchase Agreement").

SHALL ULTRASOURCE BE OBLIGATED IN ANY WAY TO RESTORE THE SAME. CUSTOMER'S EXCLUSIVE REMEDY FOR ANY LOSS, DAMAGE OR INJURY RELATED TO THE EQUIPMENT AND/OR PRODUCT SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF DEFECTIVE EQUIPMENT OR PARTS. IN NO EVENT SHALL ULTRASOURCE'S LIABILITY TO CUSTOMER EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE EQUIPMENT AND/OR PRODUCT. WITHOUT LIMITING THE FOREGOING, ULTRASOURCE SHALL NOT BE LIABLE TO CUSTOMER FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, REVENUES, OR PRODUCT LOSS, EVEN IF ULTRASOURCE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ULTRASOURCE MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE YIELD, QUALITY OR CHARACTERISTICS OF CUSTOMER'S PRODUCT THAT MAY RESULT FROM PROCESSING BY THE EQUIPMENT AND/OR PRODUCT. NO EXPRESS WARRANTIES AND NO IMPLIED WARRANTIES; WHETHER OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, OR OTHERWISE, OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN, WHICH ARE MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, SHALL APPLY TO EQUIPMENT SOLD BY ULTRASOURCE. FURTHER, ULTRASOURCE SHALL HAVE NO LIABILITY AT ALL WITH RESPECT TO CUSTOMER'S DISABLING OF ANY SAFETY SYSTEMS INSTALLED OR AVAILABLE ON ANY EQUIPMENT OR PRODUCT. IMPORTANT NOTICE: IT IS EXCLUSIVELY THE RESPONSIBILITY OF THE CUSTOMERS OR END-USER OF THE WEIGH/PRICE SCALE AND LABELING SYSTEMS TO ENSURE THAT THE SCALE(S) COMPLY WITH ALL LOCAL/STATE/OR FEDERAL REGULATIONS REGARDING THE USE, INSPECTION, CALIBRATION, REQUIRED CERTIFICATION AND ANY ONGOING MAINTENANCE OR INSPECTION. IT IS IMPORTANT TO HAVE THE SCALE CERTIFIED AND INSPECTED BY A LICENSED SERVICE PROVIDER FOR ITEMS LIKE, BUT NOT LIMITED TO, CALIBRATION/TARE FOR ACCURATE WEIGHT AND PRICING OF THE THROUGHPUT PACKAGES. ULTRASOURCE LLC IS NOT A LICENSED SERVICE AGENCY FOR SCALES. WE RECOMMEND CALLING A LOCAL SCALE COMPANY FOR CERTIFICATION, ONGOING INSPECTION, AND ANY NECESSARY CALIBRATIONS. IN NO SITUATION CAN ULTRASOURCE LLC BE RESPONSIBLE FOR LOST PRODUCT OR DAMAGES RESULTING FROM NOT HAVING THE SCALE PROPERLY CALIBRATED BY A LICENSED FIRM. IMPORTANT NOTICE: ULTRASOURCE LLC MAY TRAIN AND ASSIST A CUSTOMER IN MAKING CHANGES TO THEIR PRODUCT DATABASE, LABEL DESIGNS, ETC. HOWEVER, IT IS EXCLUSIVELY THE RESPONSIBILITY OF THE CUSTOMER/END USER TO ENSURE THAT THE INFORMATION PLACED ON THE LABEL IS ACCURATE AND COMPLIES WITH ALL NECESSARY AND CURRENT LABELING REGULATIONS INCLUDING, BUT NOT LIMITED TO; PRICING, LABEL DESIGNS, INGREDIENTS/ALLERGENS, AND BARCODE READABILITY. ULTRASOURCE LLC CANNOT BE RESPONSIBLE FOR THE ACCURACY OF THE DATA/INFORMATION ON THE LABELS.

9. **Returns.** Customer may only return items if it has a written RMA from UltraSource. UltraSource reserves the right to charge Customer a restocking fee for any return. Returned items must be cleaned of any debris or food items and be in like-new condition. Further, UltraSource reserves the right to not accept any such returned items if such return items are not in the condition expected or communicated by UltraSource to the Customer. Special or custom orders are not eligible for return.

10. **Security Agreement.** Customer hereby grants to UltraSource a purchase money security interest in the Equipment and/or Product as security for the performance by Customer of all of Customer's payment obligations hereunder, together with the right, without liability, to repossess the Equipment and/Product, with or without notice, in the event of default by Customer in the payment of all or any part of Customer's payment obligations hereunder. Customer shall execute and deliver to UltraSource such further instruments as may be necessary to perfect the security interest herein granted under the Uniform Commercial Code or similar laws of any appropriate jurisdiction, and Customer hereby appoints UltraSource as Customer's attorney-in-fact to execute any and all such instruments in the event Customer fails, for whatever reason, to execute such instruments. In the event of default by Customer, UltraSource shall have all rights and remedies of a secured party under the Uniform Commercial Code or similar laws of any appropriate jurisdiction, in addition to all other rights and remedies under these terms and conditions.

11. **Delay in Performance.** UltraSource shall not be liable for any damages or penalties as a result of any delay in UltraSource's

performance hereunder when such delay is due to certain events of force majeure including but not limited to acts of God, and other matters such as delay in transit, delay in delivery by any vendor of UltraSource or any other cause beyond the reasonable control of UltraSource.

12. **General.** Unless other Terms and Conditions are signed by UltraSource and Customer, these Terms and Conditions shall be binding upon UltraSource and Customer. The Purchase Agreement and these Terms and Conditions are the complete and exclusive statement of the understanding between the parties and supersedes all written or oral proposals and all other communications between the parties relating to the subject matter of these Terms and Conditions. Customer may not assign or transfer any of Customer's rights, duties, or obligations under these Terms and Conditions without the prior written consent of UltraSource. UltraSource shall not be bound by any additional or different terms or conditions on any form of Customer unless UltraSource agrees to such terms and conditions in a writing signed by an officer of UltraSource. UltraSource may revise, add, or remove any or all portions of its Terms and Conditions from time to time and the most current version will always be posted on our website; provided however that the Terms and Conditions in effect at the time a Purchase Agreement is entered in to by Ultrasource and Customer for the purchase of specific Equipment and/or Products shall govern such purchase even if the Terms and Conditions are revised following such Purchase Agreement. The waiver or failure of either party hereto to exercise in any respect any right provided for hereunder shall not be deemed a waiver of any further right hereunder. If any provision of these Terms and Conditions shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of these Terms and Conditions. The laws of the State of Missouri shall govern this agreement. Customer unconditionally and irrevocably accepts and submits to the jurisdiction of the United States District Court for the Western District of Missouri and the courts of the State of Missouri with respect to any legal action, suit or proceeding arising out of or in connection with the Purchase Agreement and/or these Terms and Conditions. To the extent permitted by law, Customer agrees to reimburse UltraSource for all reasonable attorney's fees incurred in connection with enforcing any of UltraSource's rights under the Purchase Agreement and/or these Terms and Conditions, including, without limitation, any reasonable attorney's fees incurred by UltraSource in the enforcement of payment terms or any bankruptcy proceeding involving Customer. Further, a Purchase Agreement shall be presumed correct unless the Customer notifies UltraSource of any claimed error or deficiency within fourteen (14) days of receipt. Any suit by Customer not arising from the Purchase Agreement or sale of the Equipment and/or Product evidenced hereby shall be commenced within thirty (30) days of Customer's receipt of the Equipment and/or Product or shall forever be deemed waived and time barred.

**Customer**

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

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

The foregoing is accepted and agreed to as of the \_\_\_ day of \_\_\_, 20\_\_ .

**UltraSource**

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

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# Installment Sale amortization schedule

## Enter values

|                             |              |
|-----------------------------|--------------|
| Loan amount                 | \$600,000.00 |
| Annual interest rate        | 5.00%        |
| Loan period in years        | 10           |
| Number of payments per year | 12           |
| Start date of loan          | 2/1/2026     |

## Summary

|                              |              |
|------------------------------|--------------|
| Scheduled payment            | \$6,363.93   |
| Scheduled number of payments | 120          |
| Actual number of payments    |              |
| Total early payments         | \$395,988.10 |
| Total interest               | \$130,622.83 |

| Payment number | Payment date | Beginning balance | Scheduled payment | Extra payment | Total payment | Principal  | Interest   | Ending balance | Cumulative interest |
|----------------|--------------|-------------------|-------------------|---------------|---------------|------------|------------|----------------|---------------------|
| 1              | 2/1/2026     | \$600,000.00      | \$6,363.93        | \$0.00        | \$6,363.93    |            | \$2,500.00 | \$600,000.00   | \$2,500.00          |
| 2              | 3/1/2026     | \$600,000.00      | \$6,363.93        | \$0.00        | \$6,363.93    |            | \$2,500.00 | \$600,000.00   | \$5,000.00          |
| 3              | 4/1/2026     | \$600,000.00      | \$6,363.93        | \$0.00        | \$6,363.93    |            | \$2,500.00 | \$600,000.00   | \$7,500.00          |
| 4              | 5/1/2026     | \$600,000.00      | \$6,363.93        | \$0.00        | \$6,363.93    |            | \$2,500.00 | \$600,000.00   | \$10,000.00         |
| 5              | 6/1/2026     | \$600,000.00      | \$6,363.93        | \$0.00        | \$6,363.93    |            | \$2,500.00 | \$600,000.00   | \$12,500.00         |
| 6              | 7/1/2026     | \$600,000.00      | \$6,363.93        | \$0.00        | \$6,363.93    |            | \$2,500.00 | \$600,000.00   | \$15,000.00         |
| 7              | 8/1/2026     | \$600,000.00      | \$6,363.93        | \$0.00        | \$6,363.93    |            | \$2,500.00 | \$600,000.00   | \$17,500.00         |
| 8              | 9/1/2026     | \$600,000.00      | \$6,363.93        | \$0.00        | \$6,363.93    |            | \$2,500.00 | \$600,000.00   | \$20,000.00         |
| 9              | 10/1/2026    | \$600,000.00      | \$6,363.93        | \$0.00        | \$6,363.93    |            | \$2,500.00 | \$600,000.00   | \$22,500.00         |
| 10             | 11/1/2026    | \$600,000.00      | \$6,363.93        | \$0.00        | \$6,363.93    |            | \$2,500.00 | \$600,000.00   | \$25,000.00         |
| 11             | 12/1/2026    | \$600,000.00      | \$6,363.93        | \$0.00        | \$6,363.93    |            | \$2,500.00 | \$600,000.00   | \$27,500.00         |
| 12             | 1/1/2027     | \$600,000.00      | \$6,363.93        | \$0.00        | \$6,363.93    |            | \$2,500.00 | \$600,000.00   | \$30,000.00         |
| 13             | 2/1/2027     | \$600,000.00      | \$6,363.93        | \$0.00        | \$6,363.93    | \$3,863.93 | \$2,500.00 | \$596,136.07   | \$32,500.00         |
| 14             | 3/1/2027     | \$596,136.07      | \$6,363.93        | \$0.00        | \$6,363.93    | \$3,880.03 | \$2,483.90 | \$592,256.04   | \$34,983.90         |

| Payment number | Payment date | Beginning balance | Scheduled payment | Extra payment | Total payment | Principal  | Interest   | Ending balance | Cumulative interest |
|----------------|--------------|-------------------|-------------------|---------------|---------------|------------|------------|----------------|---------------------|
| 15             | 4/1/2027     | \$592,256.04      | \$6,363.93        | \$0.00        | \$6,363.93    | \$3,896.20 | \$2,467.73 | \$588,359.84   | \$37,451.63         |
| 16             | 5/1/2027     | \$588,359.84      | \$6,363.93        | \$0.00        | \$6,363.93    | \$3,912.43 | \$2,451.50 | \$584,447.41   | \$39,903.13         |
| 17             | 6/1/2027     | \$584,447.41      | \$6,363.93        | \$0.00        | \$6,363.93    | \$3,928.73 | \$2,435.20 | \$580,518.68   | \$42,338.33         |
| 18             | 7/1/2027     | \$580,518.68      | \$6,363.93        | \$0.00        | \$6,363.93    | \$3,945.10 | \$2,418.83 | \$576,573.57   | \$44,757.16         |
| 19             | 8/1/2027     | \$576,573.57      | \$6,363.93        | \$0.00        | \$6,363.93    | \$3,961.54 | \$2,402.39 | \$572,612.03   | \$47,159.55         |
| 20             | 9/1/2027     | \$572,612.03      | \$6,363.93        | \$0.00        | \$6,363.93    | \$3,978.05 | \$2,385.88 | \$568,633.98   | \$49,545.43         |
| 21             | 10/1/2027    | \$568,633.98      | \$6,363.93        | \$0.00        | \$6,363.93    | \$3,994.62 | \$2,369.31 | \$564,639.36   | \$51,914.74         |
| 22             | 11/1/2027    | \$564,639.36      | \$6,363.93        | \$0.00        | \$6,363.93    | \$4,011.27 | \$2,352.66 | \$560,628.09   | \$54,267.40         |
| 23             | 12/1/2027    | \$560,628.09      | \$6,363.93        | \$0.00        | \$6,363.93    | \$4,027.98 | \$2,335.95 | \$556,600.11   | \$56,603.35         |
| 24             | 1/1/2028     | \$556,600.11      | \$6,363.93        | \$0.00        | \$6,363.93    | \$4,044.76 | \$2,319.17 | \$552,555.35   | \$58,922.52         |
| 25             | 2/1/2028     | \$552,555.35      | \$6,363.93        | \$0.00        | \$6,363.93    | \$4,061.62 | \$2,302.31 | \$548,493.73   | \$61,224.84         |
| 26             | 3/1/2028     | \$548,493.73      | \$6,363.93        | \$0.00        | \$6,363.93    | \$4,078.54 | \$2,285.39 | \$544,415.19   | \$63,510.23         |
| 27             | 4/1/2028     | \$544,415.19      | \$6,363.93        | \$0.00        | \$6,363.93    | \$4,095.53 | \$2,268.40 | \$540,319.66   | \$65,778.62         |
| 28             | 5/1/2028     | \$540,319.66      | \$6,363.93        | \$0.00        | \$6,363.93    | \$4,112.60 | \$2,251.33 | \$536,207.06   | \$68,029.95         |
| 29             | 6/1/2028     | \$536,207.06      | \$6,363.93        | \$0.00        | \$6,363.93    | \$4,129.73 | \$2,234.20 | \$532,077.33   | \$70,264.15         |
| 30             | 7/1/2028     | \$532,077.33      | \$6,363.93        | \$0.00        | \$6,363.93    | \$4,146.94 | \$2,216.99 | \$527,930.38   | \$72,481.14         |
| 31             | 8/1/2028     | \$527,930.38      | \$6,363.93        | \$0.00        | \$6,363.93    | \$4,164.22 | \$2,199.71 | \$523,766.16   | \$74,680.85         |
| 32             | 9/1/2028     | \$523,766.16      | \$6,363.93        | \$0.00        | \$6,363.93    | \$4,181.57 | \$2,182.36 | \$519,584.59   | \$76,863.21         |
| 33             | 10/1/2028    | \$519,584.59      | \$6,363.93        | \$0.00        | \$6,363.93    | \$4,199.00 | \$2,164.94 | \$515,385.60   | \$79,028.14         |
| 34             | 11/1/2028    | \$515,385.60      | \$6,363.93        | \$0.00        | \$6,363.93    | \$4,216.49 | \$2,147.44 | \$511,169.10   | \$81,175.58         |
| 35             | 12/1/2028    | \$511,169.10      | \$6,363.93        | \$0.00        | \$6,363.93    | \$4,234.06 | \$2,129.87 | \$506,935.04   | \$83,305.46         |
| 36             | 1/1/2029     | \$506,935.04      | \$6,363.93        | \$0.00        | \$6,363.93    | \$4,251.70 | \$2,112.23 | \$502,683.34   | \$85,417.68         |
| 37             | 2/1/2029     | \$502,683.34      | \$6,363.93        | \$0.00        | \$6,363.93    | \$4,269.42 | \$2,094.51 | \$498,413.93   | \$87,512.20         |
| 38             | 3/1/2029     | \$498,413.93      | \$6,363.93        | \$0.00        | \$6,363.93    | \$4,287.21 | \$2,076.72 | \$494,126.72   | \$89,588.92         |
| 39             | 4/1/2029     | \$494,126.72      | \$6,363.93        | \$0.00        | \$6,363.93    | \$4,305.07 | \$2,058.86 | \$489,821.65   | \$91,647.78         |
| 40             | 5/1/2029     | \$489,821.65      | \$6,363.93        | \$0.00        | \$6,363.93    | \$4,323.01 | \$2,040.92 | \$485,498.64   | \$93,688.71         |
| 41             | 6/1/2029     | \$485,498.64      | \$6,363.93        | \$0.00        | \$6,363.93    | \$4,341.02 | \$2,022.91 | \$481,157.62   | \$95,711.62         |
| 42             | 7/1/2029     | \$481,157.62      | \$6,363.93        | \$0.00        | \$6,363.93    | \$4,359.11 | \$2,004.82 | \$476,798.52   | \$97,716.44         |

| Payment number | Payment date | Beginning balance | Scheduled payment | Extra payment | Total payment | Principal    | Interest   | Ending balance | Cumulative interest |
|----------------|--------------|-------------------|-------------------|---------------|---------------|--------------|------------|----------------|---------------------|
| 43             | 8/1/2029     | \$476,798.52      | \$6,363.93        | \$0.00        | \$6,363.93    | \$4,377.27   | \$1,986.66 | \$472,421.25   | \$99,703.10         |
| 44             | 9/1/2029     | \$472,421.25      | \$6,363.93        | \$0.00        | \$6,363.93    | \$4,395.51   | \$1,968.42 | \$468,025.74   | \$101,671.53        |
| 45             | 10/1/2029    | \$468,025.74      | \$6,363.93        | \$0.00        | \$6,363.93    | \$4,413.82   | \$1,950.11 | \$463,611.91   | \$103,621.63        |
| 46             | 11/1/2029    | \$463,611.91      | \$6,363.93        | \$0.00        | \$6,363.93    | \$4,432.21   | \$1,931.72 | \$459,179.70   | \$105,553.35        |
| 47             | 12/1/2029    | \$459,179.70      | \$6,363.93        | \$0.00        | \$6,363.93    | \$4,450.68   | \$1,913.25 | \$454,729.02   | \$107,466.60        |
| 48             | 1/1/2030     | \$454,729.02      | \$6,363.93        | \$0.00        | \$6,363.93    | \$4,469.23   | \$1,894.70 | \$450,259.79   | \$109,361.30        |
| 49             | 2/1/2030     | \$450,259.79      | \$6,363.93        | \$0.00        | \$6,363.93    | \$4,487.85   | \$1,876.08 | \$445,771.94   | \$111,237.38        |
| 50             | 3/1/2030     | \$445,771.94      | \$6,363.93        | \$0.00        | \$6,363.93    | \$4,506.55   | \$1,857.38 | \$441,265.39   | \$113,094.77        |
| 51             | 4/1/2030     | \$441,265.39      | \$6,363.93        | \$0.00        | \$6,363.93    | \$4,525.33   | \$1,838.61 | \$436,740.07   | \$114,933.37        |
| 52             | 5/1/2030     | \$436,740.07      | \$6,363.93        | \$0.00        | \$6,363.93    | \$4,544.18   | \$1,819.75 | \$432,195.89   | \$116,753.12        |
| 53             | 6/1/2030     | \$432,195.89      | \$6,363.93        | \$0.00        | \$6,363.93    | \$4,563.11   | \$1,800.82 | \$427,632.77   | \$118,553.94        |
| 54             | 7/1/2030     | \$427,632.77      | \$6,363.93        | \$0.00        | \$6,363.93    | \$4,582.13   | \$1,781.80 | \$423,050.64   | \$120,335.74        |
| 55             | 8/1/2030     | \$423,050.64      | \$6,363.93        | \$0.00        | \$6,363.93    | \$4,601.22   | \$1,762.71 | \$418,449.42   | \$122,098.45        |
| 56             | 9/1/2030     | \$418,449.42      | \$6,363.93        | \$0.00        | \$6,363.93    | \$4,620.39   | \$1,743.54 | \$413,829.03   | \$123,841.99        |
| 57             | 10/1/2030    | \$413,829.03      | \$6,363.93        | \$0.00        | \$6,363.93    | \$4,639.64   | \$1,724.29 | \$409,189.39   | \$125,566.28        |
| 58             | 11/1/2030    | \$409,189.39      | \$6,363.93        | \$0.00        | \$6,363.93    | \$4,658.98   | \$1,704.96 | \$404,530.41   | \$127,271.24        |
| 59             | 12/1/2030    | \$404,530.41      | \$6,363.93        | \$0.00        | \$6,363.93    | \$4,678.39   | \$1,685.54 | \$399,852.03   | \$128,956.78        |
| 60             | 1/1/2031     | \$399,852.03      | \$6,363.93        | \$395,988.10  | \$399,852.03  | \$398,185.98 | \$1,666.05 | \$0.00         | \$130,622.83        |



# Installment Sale amortization schedule

## Enter values

|                             |              |
|-----------------------------|--------------|
| Loan amount                 | \$600,000.00 |
| Annual interest rate        | 4.25%        |
| Loan period in years        | 10           |
| Number of payments per year | 12           |
| Start date of loan          | 2/1/2026     |

## Summary

|                              |              |
|------------------------------|--------------|
| Scheduled payment            | \$6,146.25   |
| Scheduled number of payments | 120          |
| Actual number of payments    |              |
| Total early payments         | \$390,733.63 |
| Total interest               | \$119,737.59 |

| Payment number | Payment date | Beginning balance | Scheduled payment | Extra payment | Total payment | Principal  | Interest   | Ending balance | Cumulative interest |
|----------------|--------------|-------------------|-------------------|---------------|---------------|------------|------------|----------------|---------------------|
| 1              | 2/1/2026     | \$600,000.00      | \$6,146.25        | \$0.00        | \$6,146.25    |            | \$2,125.00 | \$600,000.00   | \$2,125.00          |
| 2              | 3/1/2026     | \$600,000.00      | \$6,146.25        | \$0.00        | \$6,146.25    |            | \$2,125.00 | \$600,000.00   | \$4,250.00          |
| 3              | 4/1/2026     | \$600,000.00      | \$6,146.25        | \$0.00        | \$6,146.25    |            | \$2,125.00 | \$600,000.00   | \$6,375.00          |
| 4              | 5/1/2026     | \$600,000.00      | \$6,146.25        | \$0.00        | \$6,146.25    |            | \$2,125.00 | \$600,000.00   | \$8,500.00          |
| 5              | 6/1/2026     | \$600,000.00      | \$6,146.25        | \$0.00        | \$6,146.25    |            | \$2,125.00 | \$600,000.00   | \$10,625.00         |
| 6              | 7/1/2026     | \$600,000.00      | \$6,146.25        | \$0.00        | \$6,146.25    |            | \$2,125.00 | \$600,000.00   | \$12,750.00         |
| 7              | 8/1/2026     | \$600,000.00      | \$6,146.25        | \$0.00        | \$6,146.25    |            | \$2,125.00 | \$600,000.00   | \$14,875.00         |
| 8              | 9/1/2026     | \$600,000.00      | \$6,146.25        | \$0.00        | \$6,146.25    |            | \$2,125.00 | \$600,000.00   | \$17,000.00         |
| 9              | 10/1/2026    | \$600,000.00      | \$6,146.25        | \$0.00        | \$6,146.25    |            | \$2,125.00 | \$600,000.00   | \$19,125.00         |
| 10             | 11/1/2026    | \$600,000.00      | \$6,146.25        | \$0.00        | \$6,146.25    |            | \$2,125.00 | \$600,000.00   | \$21,250.00         |
| 11             | 12/1/2026    | \$600,000.00      | \$6,146.25        | \$0.00        | \$6,146.25    |            | \$2,125.00 | \$600,000.00   | \$23,375.00         |
| 12             | 1/1/2027     | \$600,000.00      | \$6,146.25        | \$0.00        | \$6,146.25    |            | \$2,125.00 | \$600,000.00   | \$25,500.00         |
| 13             | 2/1/2027     | \$600,000.00      | \$6,146.25        | \$0.00        | \$6,146.25    | \$4,021.25 | \$2,125.00 | \$595,978.75   | \$27,625.00         |
| 14             | 3/1/2027     | \$595,978.75      | \$6,146.25        | \$0.00        | \$6,146.25    | \$4,035.49 | \$2,110.76 | \$591,943.25   | \$29,735.76         |
| 15             | 4/1/2027     | \$591,943.25      | \$6,146.25        | \$0.00        | \$6,146.25    | \$4,049.79 | \$2,096.47 | \$587,893.47   | \$31,832.22         |
| 16             | 5/1/2027     | \$587,893.47      | \$6,146.25        | \$0.00        | \$6,146.25    | \$4,064.13 | \$2,082.12 | \$583,829.34   | \$33,914.35         |
| 17             | 6/1/2027     | \$583,829.34      | \$6,146.25        | \$0.00        | \$6,146.25    | \$4,078.52 | \$2,067.73 | \$579,750.82   | \$35,982.08         |
| 18             | 7/1/2027     | \$579,750.82      | \$6,146.25        | \$0.00        | \$6,146.25    | \$4,092.97 | \$2,053.28 | \$575,657.85   | \$38,035.36         |
| 19             | 8/1/2027     | \$575,657.85      | \$6,146.25        | \$0.00        | \$6,146.25    | \$4,107.46 | \$2,038.79 | \$571,550.38   | \$40,074.15         |
| 20             | 9/1/2027     | \$571,550.38      | \$6,146.25        | \$0.00        | \$6,146.25    | \$4,122.01 | \$2,024.24 | \$567,428.37   | \$42,098.39         |
| 21             | 10/1/2027    | \$567,428.37      | \$6,146.25        | \$0.00        | \$6,146.25    | \$4,136.61 | \$2,009.64 | \$563,291.76   | \$44,108.03         |
| 22             | 11/1/2027    | \$563,291.76      | \$6,146.25        | \$0.00        | \$6,146.25    | \$4,151.26 | \$1,994.99 | \$559,140.50   | \$46,103.02         |
| 23             | 12/1/2027    | \$559,140.50      | \$6,146.25        | \$0.00        | \$6,146.25    | \$4,165.96 | \$1,980.29 | \$554,974.54   | \$48,083.31         |
| 24             | 1/1/2028     | \$554,974.54      | \$6,146.25        | \$0.00        | \$6,146.25    | \$4,180.72 | \$1,965.53 | \$550,793.82   | \$50,048.85         |
| 25             | 2/1/2028     | \$550,793.82      | \$6,146.25        | \$0.00        | \$6,146.25    | \$4,195.52 | \$1,950.73 | \$546,598.30   | \$51,999.57         |

|    |           |              |            |              |              |              |            |              |              |
|----|-----------|--------------|------------|--------------|--------------|--------------|------------|--------------|--------------|
| 26 | 3/1/2028  | \$546,598.30 | \$6,146.25 | \$0.00       | \$6,146.25   | \$4,210.38   | \$1,935.87 | \$542,387.92 | \$53,935.44  |
| 27 | 4/1/2028  | \$542,387.92 | \$6,146.25 | \$0.00       | \$6,146.25   | \$4,225.29   | \$1,920.96 | \$538,162.62 | \$55,856.40  |
| 28 | 5/1/2028  | \$538,162.62 | \$6,146.25 | \$0.00       | \$6,146.25   | \$4,240.26   | \$1,905.99 | \$533,922.36 | \$57,762.39  |
| 29 | 6/1/2028  | \$533,922.36 | \$6,146.25 | \$0.00       | \$6,146.25   | \$4,255.28   | \$1,890.98 | \$529,667.08 | \$59,653.37  |
| 30 | 7/1/2028  | \$529,667.08 | \$6,146.25 | \$0.00       | \$6,146.25   | \$4,270.35   | \$1,875.90 | \$525,396.74 | \$61,529.27  |
| 31 | 8/1/2028  | \$525,396.74 | \$6,146.25 | \$0.00       | \$6,146.25   | \$4,285.47   | \$1,860.78 | \$521,111.26 | \$63,390.05  |
| 32 | 9/1/2028  | \$521,111.26 | \$6,146.25 | \$0.00       | \$6,146.25   | \$4,300.65   | \$1,845.60 | \$516,810.62 | \$65,235.66  |
| 33 | 10/1/2028 | \$516,810.62 | \$6,146.25 | \$0.00       | \$6,146.25   | \$4,315.88   | \$1,830.37 | \$512,494.73 | \$67,066.03  |
| 34 | 11/1/2028 | \$512,494.73 | \$6,146.25 | \$0.00       | \$6,146.25   | \$4,331.17   | \$1,815.09 | \$508,163.57 | \$68,881.11  |
| 35 | 12/1/2028 | \$508,163.57 | \$6,146.25 | \$0.00       | \$6,146.25   | \$4,346.51   | \$1,799.75 | \$503,817.06 | \$70,680.86  |
| 36 | 1/1/2029  | \$503,817.06 | \$6,146.25 | \$0.00       | \$6,146.25   | \$4,361.90   | \$1,784.35 | \$499,455.16 | \$72,465.21  |
| 37 | 2/1/2029  | \$499,455.16 | \$6,146.25 | \$0.00       | \$6,146.25   | \$4,377.35   | \$1,768.90 | \$495,077.81 | \$74,234.11  |
| 38 | 3/1/2029  | \$495,077.81 | \$6,146.25 | \$0.00       | \$6,146.25   | \$4,392.85   | \$1,753.40 | \$490,684.96 | \$75,987.51  |
| 39 | 4/1/2029  | \$490,684.96 | \$6,146.25 | \$0.00       | \$6,146.25   | \$4,408.41   | \$1,737.84 | \$486,276.55 | \$77,725.36  |
| 40 | 5/1/2029  | \$486,276.55 | \$6,146.25 | \$0.00       | \$6,146.25   | \$4,424.02   | \$1,722.23 | \$481,852.53 | \$79,447.59  |
| 41 | 6/1/2029  | \$481,852.53 | \$6,146.25 | \$0.00       | \$6,146.25   | \$4,439.69   | \$1,706.56 | \$477,412.84 | \$81,154.15  |
| 42 | 7/1/2029  | \$477,412.84 | \$6,146.25 | \$0.00       | \$6,146.25   | \$4,455.41   | \$1,690.84 | \$472,957.42 | \$82,844.98  |
| 43 | 8/1/2029  | \$472,957.42 | \$6,146.25 | \$0.00       | \$6,146.25   | \$4,471.19   | \$1,675.06 | \$468,486.23 | \$84,520.04  |
| 44 | 9/1/2029  | \$468,486.23 | \$6,146.25 | \$0.00       | \$6,146.25   | \$4,487.03   | \$1,659.22 | \$463,999.20 | \$86,179.26  |
| 45 | 10/1/2029 | \$463,999.20 | \$6,146.25 | \$0.00       | \$6,146.25   | \$4,502.92   | \$1,643.33 | \$459,496.28 | \$87,822.59  |
| 46 | 11/1/2029 | \$459,496.28 | \$6,146.25 | \$0.00       | \$6,146.25   | \$4,518.87   | \$1,627.38 | \$454,977.41 | \$89,449.98  |
| 47 | 12/1/2029 | \$454,977.41 | \$6,146.25 | \$0.00       | \$6,146.25   | \$4,534.87   | \$1,611.38 | \$450,442.54 | \$91,061.36  |
| 48 | 1/1/2030  | \$450,442.54 | \$6,146.25 | \$0.00       | \$6,146.25   | \$4,550.93   | \$1,595.32 | \$445,891.60 | \$92,656.67  |
| 49 | 2/1/2030  | \$445,891.60 | \$6,146.25 | \$0.00       | \$6,146.25   | \$4,567.05   | \$1,579.20 | \$441,324.55 | \$94,235.87  |
| 50 | 3/1/2030  | \$441,324.55 | \$6,146.25 | \$0.00       | \$6,146.25   | \$4,583.23   | \$1,563.02 | \$436,741.32 | \$95,798.90  |
| 51 | 4/1/2030  | \$436,741.32 | \$6,146.25 | \$0.00       | \$6,146.25   | \$4,599.46   | \$1,546.79 | \$432,141.86 | \$97,345.69  |
| 52 | 5/1/2030  | \$432,141.86 | \$6,146.25 | \$0.00       | \$6,146.25   | \$4,615.75   | \$1,530.50 | \$427,526.11 | \$98,876.19  |
| 53 | 6/1/2030  | \$427,526.11 | \$6,146.25 | \$0.00       | \$6,146.25   | \$4,632.10   | \$1,514.15 | \$422,894.01 | \$100,390.35 |
| 54 | 7/1/2030  | \$422,894.01 | \$6,146.25 | \$0.00       | \$6,146.25   | \$4,648.50   | \$1,497.75 | \$418,245.51 | \$101,888.10 |
| 55 | 8/1/2030  | \$418,245.51 | \$6,146.25 | \$0.00       | \$6,146.25   | \$4,664.97   | \$1,481.29 | \$413,580.55 | \$103,369.38 |
| 56 | 9/1/2030  | \$413,580.55 | \$6,146.25 | \$0.00       | \$6,146.25   | \$4,681.49   | \$1,464.76 | \$408,899.06 | \$104,834.15 |
| 57 | 10/1/2030 | \$408,899.06 | \$6,146.25 | \$0.00       | \$6,146.25   | \$4,698.07   | \$1,448.18 | \$404,200.99 | \$106,282.33 |
| 58 | 11/1/2030 | \$404,200.99 | \$6,146.25 | \$0.00       | \$6,146.25   | \$4,714.71   | \$1,431.55 | \$399,486.28 | \$107,713.88 |
| 59 | 12/1/2030 | \$399,486.28 | \$6,146.25 | \$0.00       | \$6,146.25   | \$4,731.40   | \$1,414.85 | \$394,754.88 | \$109,128.72 |
| 60 | 1/1/2031  | \$394,754.88 | \$6,146.25 | \$390,733.63 | \$394,754.88 | \$393,356.79 | \$1,398.09 | \$0.00       | \$110,526.81 |