


AUTHORIZATION

NED-NEW ENERGY SOLAR 8 LLC, as contract vendee of vacant land located at 1050 New Road in the Town of Amherst, New York ("Subject Parcel") hereby authorizes and Hopkins Sorgi & McCarthy PLLC to file a Special Use Permit Application, Site Plan Application and all other applications for approvals and permits required from governmental agencies in connection with the proposed development of the Subject Parcel as a Solar Energy Development Project and three-lot residential subdivision.

Date: September 18, 2023

NED-NEW ENERGY SOLAR 8 LLC



James A. Bodecker II, Member

ASSIGNMENT OF CONTRACT

NATIONAL ENERGY DEVELOPMENT LLC ("Assignor") hereby assigns to NED-NEW ENERGY SOLAR 8 LLC, ("Assignee") all of Assignor's right, title and interest in, to and under a Contract dated August 17, 2023 with WCF PROPERTIES LLC for the purchase of 1050 New Road in the Town of Amherst, New York (the "Contract") and Assignee hereby accepts such assignment and agrees to perform each and every obligation of Assignor under the Contract in the same manner and with the same force and effect as if Assignee was the Purchasers identified in the Contract.


Dated: September 18, 2023

NATIONAL ENERGY DEVELOPMENT LLC



James A. Bodecker II, Member

NED-NEW ENERGY SOLAR 8 LLC



James A. Bodecker II, Member

NED COPY
JAS WJE

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("*Agreement*") is effective this 17th day of August, 2023 by and between **WCF PROPERTIES LLC**, a New York Limited Liability Company with offices at 2095 Hopkins Road, Getzville New York 14068 (the "*Seller*") and **NATIONAL ENERGY DEVELOPMENT LLC** (hereinafter "*NED*"), a New York Limited Liability Company with offices at 166 Taylor Drive, Depew, New York 14043 (the "*Purchaser*").

RECITALS

WHEREAS, the Seller is the owner of real property known as 1050 New Road, Amherst NY 14226 (SBL No. 16.00-2-10) comprised of approximately 43.64+/- acres of land.

WHEREAS, Purchaser desires to purchase part of the real property owned by the Seller as described herein in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

1. Sale of 1050 New Road, Amherst NY 14226. Seller agrees to sell and convey, and Purchaser agrees to purchase, subject to the terms and conditions herein, the property described in **Section 1.1** and **Section 1.2** below (the "*Real Property*"):

1.1 Land. All of Seller's right, title and interest in and to that certain real estate consisting of parts of 1050 New Road, Amherst NY 14226 (SBL No. 16.00-2-10) comprised of approximately 43.64+/- acres of land. The approximate location and size of the part of the parcels is depicted on the Site Plan attached as **Exhibit "A"**. The precise dimensions and size of the Real Property are to be verified by the Purchaser based upon its review of a survey of the Land prepared by a licensed surveyor subsequent to the Effective Date of this Agreement. Such sale shall be made free and clear of all claims, liabilities, security interests, liens, judgments and encumbrances, except as specifically provided otherwise herein. The Land shall be conveyed by a warranty deed in proper statutory form for recording, and such other documents as necessary or convenient to fully effectuate the sale contemplated hereby.

1.2 Other Inclusions in Sale. In addition to the Land, the Real Property and the sale contemplated by this Agreement includes: (a) All of the right, title and interest Seller has to all streets, highways, driveways, easements, rights-of-way, appurtenances, privileges, permits, certificates, and approvals relating to the Land; and, (b) All of the right, title, and interest Seller has or may have to any award to which Seller are entitled due to a taking of any part or parcel of the Land by condemnation or eminent domain.

2. Purchase Price. The total consideration for the Real Property shall be [REDACTED] (the "*Purchase Price*") subject to adjustments as set forth in this Agreement.

Seller's Initials: WJE

Purchaser's Initials: JAS

2.1 Earnest Money Deposit. Deposits to be paid by Purchaser shall be as follows (the "**Deposits**") which shall be held in escrow by the Escrow Agent and disbursed in accordance with the further provisions of this Agreement. Purchaser shall receive a credit of the amount of the Deposits toward the Purchase Price on the Closing Date (as hereinafter defined).

[REDACTED]

2.2 Balance of Purchase Price. Purchaser shall pay the balance of the Purchase Price, plus or minus any prorations or adjustments, in immediately available U.S. funds on the Closing Date.

2.3 Default. In the event of a default by the Purchaser, the Seller's sole remedy shall be the Deposit. In the event of a default by the Seller, the Purchaser shall have available all remedies at law.

3. Encumbrances. The Real Property is sold subject to all utilities and easements of record, provided that they will not interfere, in the discretion and opinion of the Purchaser, with the Purchaser's intended use of the Real Property to construct a solar power facility and related facilities.

4. Title to the Property. Seller shall deliver to Purchaser within thirty (30) days of the execution of this Agreement i.) copies of corporate documents of Seller deemed necessary by the Purchaser in its discretion including but not limited to its articles of organization, current operating agreement, resolution authorizing the transaction, current certificate of status, etc. (the "**Corporate Documents**"); and ii.) any existing abstract of title for the Real Property in the possession of Seller or Seller's agents (the "**Title Search**") (collectively, the "**Title Documents**").

Within sixty (60) days of Purchaser's receipt of the Title Documents, Purchaser shall notify Seller in writing ("**Objection Notice**") of any defect, lien, encumbrance, or anything in the legal description, which renders title to the Real Property unmarketable, or is otherwise not in compliance with this Agreement, on or before the expiration of the Contingency Period, as hereinafter defined (collectively, "**Defects**"). Defects involving the payment of money such as mortgages or judgments shall not be Defects, provided Seller pays them from closing proceeds at Closing. Any title exceptions disclosed by the Search and Survey which are not raised by Purchaser in the Objection Notice shall be "**Permitted Exceptions**". Seller shall have thirty (30) days after receipt of the Objection Notice, to cure or cause the removal of any such Defects. If the Seller is unable to cure such Defects within such thirty (30) day period and neither Seller nor Purchaser is able to obtain a policy of fee title insurance in the amount of the Purchase Price insuring such Defects at standard rates ("**Fee Policy**"), the Purchaser will have the option either to waive such Defects and proceed to closing (in which case such Defects shall become Permitted Exceptions), or terminate this Agreement and obtain a prompt refund of the Deposit. In the event either party is able to obtain the Fee Policy, Seller shall be responsible for the payment of all costs and expenses associated with said policy and Purchaser shall accept the Fee Policy as a cure of the Defects and such cured Defects shall become Permitted Exceptions. Notwithstanding the foregoing, if Purchaser is obtaining financing for the acquisition of the Real

Seller's Initials: WJC

Purchaser's Initials: JMB

Property which requires a loan policy of title insurance, then Purchaser shall pay the full rate for the loan policy of title insurance and Seller shall pay the reduced simultaneous rate for the Fee Policy of title insurance if required to obtain one as a cure for any title Defects.

5. Leases. Seller represents and warrants that there are no leases affecting the Real Property.
6. Closing. Purchaser and Seller agree that the purchase will be consummated as follows:
 - 6.1 Title Transfer. Seller agrees to convey all of its rights, title and interest in the Real Property to the Purchaser at closing, whereupon legal and beneficial ownership of, and the risk of loss to, the Real Property will pass from the Seller to the Purchaser. At closing, Seller shall deliver the following to Purchaser:
 - (a) A Warranty Deed with lien covenant in recordable form, conveying good and marketable (or if cured by delivery of a title policy, insurable) title to the Real Property, free and clear of all liens and encumbrances except the Permitted Exceptions;
 - (b) A certificate certifying that all representations and warranties of Seller contained in this Agreement remain true as of the date of Closing;
 - (c) An affidavit in recordable form attaching a resolution signed by the requisite officers of the entity which owns the Real Property authorizing the transaction pursuant to the terms and conditions contained in this Agreement;
 - (d) A Form TP-584 and Form RP-5217 for the Deed.
 - 6.2 Possession. Purchaser will have possession, use, and occupancy of the Real Property from and after the Closing Date subject only to the Permitted Exceptions.
 - 6.3 Closing Date. The closing will take place at the office of the Erie County Clerk, or such other location as shall be agreed by the parties, within ninety (90) days following the satisfaction or waiver of all contingencies, or at such other time as may be agreed to by the parties (the "**Closing Date**").
7. Apportionment and Adjustment. Purchaser and Seller shall apportion the following items as of the Closing Date:
 - 7.1 Real Estate Taxes and Assessments. All non-delinquent real estate taxes and assessments with respect to the Real Property computed on a fiscal-year basis and such other items as are customarily adjusted in transactions of this nature shall be prorated and adjusted as of midnight on the day preceding the Closing Date.
 - 7.2 Closing Payments. The expenses of closing shall be paid in the following manner:

Seller's Initials: WJL


Purchaser's Initials: JAB

- i. On or prior to the Closing Date, Seller shall pay:
 1. Any and all prorations or adjustments required by this agreement by Credit to the Purchaser;
 2. The premium for, and any other costs associated with, the Fee Policy in the event a Defect renders title to the Real Property unmarketable in the opinion of the Purchaser (and if Purchaser is required to provide its lender with a loan policy, then Seller shall pay only the reduced simultaneous rate); and
 3. The recording fees and/or filing fees for those items necessary to clear title to the Real Property.

- ii. On the Closing Date, Purchaser shall pay:
 1. All recording fees to record the Deed and the Form RP-5217;
 2. All transfer taxes, documentary taxes, and other customary expenses of a Seller of real property in Erie County, New York and the cost to file Form TP-584;
 3. The cost to update the Search and the Survey;
 4. All costs, fees and taxes required of its lender, including those to record the mortgage and all documents to be recorded or filed in connection therewith; and
 5. The balance of the Purchase Price.

8. Right to Inspect Property, Conduct Testing, Obtain Easements and Obtain Approvals. During the "*Contingency Period*" (as defined in **Section 10.1** below), Purchaser shall have the right to inspect the Real Property and to seek any approvals and permits needed to develop the Real Property for the construction of single family homes and a solar power facility and related facilities (the "*Purchaser's Intended Use of the Real Property*") including but not limited to rezoning; special use permits; site plan approvals; variances; building permits, public and/or private improvement permits as well as any other approvals, permits, or inducements from the local governmental authorities having jurisdiction or other federal, state, county and local governmental agencies. The Seller hereby authorizes the Purchaser and its counsel and consultants to seek all required approvals and permits for the Purchaser's Intended Use of the Real Property. The Seller agrees to cooperate with Purchaser during such approval process including but not limited to, signing such letters or instruments of authorization as may be necessary for Purchaser to apply to obtain such approvals and permits (the "*Approvals*"). Purchaser and/or its agents shall also have the right to conduct all environmental studies and tests, traffic studies, soil borings, wetlands review, zoning review, subdivision review, variance review, feasibility studies and all other tests, examinations and studies (collectively, "*Tests*") which Purchaser determines in its sole discretion are necessary with respect to the Real Property, at Purchaser's sole cost and expense. The Purchaser shall restore the Real Property to substantially the

Seller's Initials: 

Purchaser's Initials: 

same condition as it was prior to the conduct of the Tests and the obtaining of the Approvals. Immediately prior to the Closing Date, Purchaser shall have the right to re-inspect the Real Property.

9. Contingencies. This Agreement is contingent upon the following:

10 Satisfactory Tests and Approvals. The Purchaser shall have satisfied itself, on or before ninety (90) days from the satisfaction or waiver of Attorney Approval (the "*Contingency Period*"), that the Real Property is physically, environmentally, and otherwise acceptable to Purchaser in Purchaser's sole discretion for the Purchaser's Intended Use of the Real Property upon terms and conditions that are acceptable to the Purchaser. The Purchaser agrees that it shall in good faith pursue all required Approvals in a timely manner and that it shall provide the Seller with complete copies of all applications filed in relation to the Approvals. In the event Purchaser determines, in its sole discretion that the results of its due diligence activities are not acceptable and provides written notice to the Seller prior to the expiration date of the Contingency Period, this Agreement shall be deemed terminated, and any refundable Deposits shall be returned to the Purchaser, any non-refundable deposits shall be paid to the Seller. The buyer has the right to extend the Contingency Period for an additional ninety (90) days. If the buyer chooses to exercise this right, they must notify the seller in writing and agree to pay the seller a non-refundable fee of \$2,500.

11. Broker. The Purchaser and Seller agree that 716 Realty Group WNY, LLC brought about the transaction as described herein and that no brokerage commissions are due relating to the sale.

12. Seller's Representations, Warranties and Covenants. Seller represents and warrants to the Purchaser that:

12.1 Authorization. The Seller is the sole owner of the Real Property and has full power and authority to enter into this Agreement and perform their obligations under this Agreement.

12.2 Consents. To the best of Seller's knowledge, no permit, approval, or authorization of, or designation, declaration or filing with, any governmental authority or any other person or entity on the part of Seller is required in connection with the execution or delivery by any Seller of this Agreement of the consummation of the transactions contemplated hereby.

12.3 Litigation. There is no suit, action or litigation, administrative hearing, arbitration, labor controversy or negotiation, or other proceeding or governmental inquiry or investigation known to Seller, affecting Seller or the Real Property or any portion of it (including environmental or land use proceedings) pending or, to the best of each Seller's knowledge, threatened against Seller which, if resolved adversely, would adversely affect the Real Property or any portion or component of it, or the ability of the Seller to consummate the transactions contemplated hereby. There are no known judgments, consent decrees or injunctions against, affecting or binding upon Seller. Seller has not received written notice of any violation of any laws, ordinances, requirements, orders, codes and regulations, the violation of which would have an adverse effect on the Real Property or any portion of it or on the ability of Seller to consummate the transactions contemplated hereby, and Seller has not received any notice of any claimed default with respect to any of the foregoing.

Seller's Initials: WJL

Purchaser's Initials: JWB

12.4 Contracts. There are no contracts which shall remain in effect or be binding on Purchaser after the Closing Date with respect to the Real Property, except the Permitted Exceptions.

12.5 No Encumbrances. There are no easements, rights of way, gas, timber, mineral rights, or other encumbrances known to Seller except as set forth of record and as will be located on the Survey, and Seller warrants that it will not encumber the Real Property or any portion or component of it without the Purchaser's prior written consent.

12.6 Full Disclosure. To the best of Seller's knowledge, Seller has disclosed to Purchaser all matters that might have an adverse effect on the ownership, use, or operation of the Real Property or any portion or component of it.

12.7 Non-Compliance. Seller has not received any notice that any portion of the Real Property does not comply with all federal, state, or municipal laws, rules, regulations, ordinances, and codes (collectively "Laws"), including all Laws relating to zoning, health, safety, land use and the environment.

12.8 Title. Seller has good and insurable title to all of the Real Property. No person or entity other than Seller has any interest in any of the Real Property.

12.9 Proceedings. There are no foreclosure, condemnation, zoning, or other proceedings, either instituted, or to Seller's knowledge threatened, which affect the Real Property.

12.10 Underground Tanks. To the best of the Seller's knowledge, there are no underground storage tanks located on the Real Property.

12.11 Bankruptcy. Seller is not currently in bankruptcy.

12.12 Survival of Seller's Warranties and Representations: Each and every warranty and representation contained herein shall be true as of the date hereof, the Closing Date and shall survive for a period two (2) years subsequent to the Closing Date.

13. Payment of Outstanding Items. Seller agrees to pay all taxes, assessments, maintenance, insurance, and other charges incurred with respect to the Real Property up to the Closing Date.

14. No Assumption of Liabilities. At the Closing, the Purchaser will not be required to assume, pay, or discharge any liabilities of the Seller.

15. Notice. Any notice, demand, request, or communication required or permitted hereunder shall be sufficiently given if sent by: (i) recognized overnight courier, or (ii) United States mail or (iii) personal delivery to the parties at their address set forth below:

Seller:

WCF Properties, LLC
William Kroker
715 Sweet Home Road

Seller's Initials: WCK

Purchaser's Initials: JAR

Amherst, New York 14226
Phone: 716-432-7694
Email: maryandbillcroker@gmail.com

Purchaser:

James A. Bodecker, II
National Energy Development LLC
166 Taylor Drive
Depew, New York 14043
Phone: (716) 228-2294
Email: jb@nedrenewables.com

17. Miscellaneous.

17.1 Attorney Approval. This Agreement and any addendum thereto is contingent upon approval by the Parties' attorneys within three (3) Business Days following receipt by each Party's attorney of a complete copy of the Agreement. Within 2 Business Days following the Effective Date, the Parties shall cause a complete copy of this Agreement to be delivered to their respective attorneys if one has not already been delivered. In any event, the Approval Period shall commence no later than 2 Business Days following the Effective Date. If either Party's attorney disapproves this Agreement before the end of the Approval Period, this Agreement is deemed cancelled. The reason for the disapproval need not be disclosed. If either Party's attorney conditionally approves this Agreement before the end of the Approval Period, either Party may cancel this Agreement at any time prior to unconditional approval of this Agreement by the attorneys for both Parties. If there is no disapproval, conditional approval or approval by an attorney on behalf of a Party by the end of the Approval Period, this Attorney Approval Contingency is deemed waived by that Party.

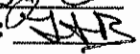
17.2 Entire Agreement. This instrument constitutes the entire Agreement between the parties relating to this sale and supersedes all other prior agreements and representation in connection with said sale. There are no other agreements, understandings, warranties, or representations between the Purchaser and Seller in connection with said sale.

17.3 No Amendment. This Agreement shall not be altered, amended, changed, waived, terminated, or otherwise modified in any respect or particular unless the same shall be in writing and signed by the parties hereto.

17.4 Counterparts. This Agreement may be executed in multiple counterparts, each of which will be considered original documents, but all of which, taken together, will be deemed to constitute a single instrument. Signature pages may be detached from separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same instrument.

17.5 Governing Law. This Agreement shall be interpreted and enforced in accordance with the laws of the State of New York. If any provisions of this Agreement shall be unenforceable or invalid, the same shall not affect the remaining provisions of this Agreement.

Seller's Initials: 

Purchaser's Initials: 

17.6 Parties. Except as otherwise provided in this Agreement, this Agreement shall be binding upon all and shall inure to the benefit of the parties hereto and to their respective heirs, executors, administrators, successors, and assigns.

17.7 Additional Acts. Each party hereto shall from time to time perform such additional acts as the other party may reasonably request to effectuate the intent of this Agreement.

17.8 Risk of Loss. Risk of loss shall remain with the Seller until the Closing Date and transfer of title.


17.9 Actions Prior to Closing. While this Agreement is in effect, Seller shall not, without Purchaser's prior written consent: (a) enter into, any lease or occupancy agreement affecting all or any part of the Real Property; or (b) grant any easements or enter any agreements affecting title to any of the Real Property other than with the Purchaser; or (c) enter into any agreements which would affect any of the Real Property or be binding on Purchaser after Closing. Seller shall maintain the Real Property in good condition until the Closing Date and shall comply with all laws, rules and regulations applicable to the Real Property.

17.10. Assignment. The Purchaser shall have the right at any time prior to the Closing Date to assign this Agreement or portions thereof to a related entity or entities.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

SELLER:

WCF PROPERTIES, LLC


By: William Kroker, Member
CROKER wjk

Date: 8/17/23

PURCHASER:

NATIONAL ENERGY DEVELOPMENT LLC


By: James A. Bodecker II, Member

Date: 8/17/23

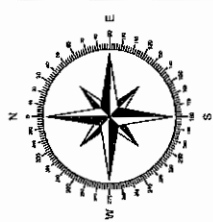
Seller's Initials: WJK
Purchaser's Initials: JAB
Page 8 of 8

PROJECT LOCATION

Exhibit "A"



Digitally signed
by Ermocrates E
Castillo
Date: 2023.01.24
10:19:57 -05'00'



SHEET NOTES:
UTILITY POLES ARE SHOWN FOR INDICATING LOCATIONS ONLY. SPACING AND SPACING OF POLES SHALL BE ADDED IN THE DRAWINGS PREPARED FOR THE CONSTRUCTION DOCUMENTS.



PROJECT OWNER:
NEW ENERGY EQUITY, LLC
2000 RIVA ROAD, SUITE 100
ANNAPOLIS, MD 21401
NEWENERGYEQUITY.COM

PROJECT ADDRESS:
1050 NEW ROAD
LOR, NY 12084

SYSTEM SPECIFICATIONS

SYSTEM SIZE (KW)	4.24 MW
SYSTEM INVERTER	POWER LIMITED TO 2,000 MW
DC/AC RATIO	1.5:1
ARRAY	18°
MODULE COUNT	11,527
MODULE TYPE	585
MODULE VOLTAGE (V)	36.0
MODULE CURRENT (A)	15.7
INVERTER TYPE	3 PHASE SMART MICROINVERTER PER PANEL
INVERTER POWER	POWER LIMITED TO 448 KW
INVERTER RATING	700
MONITORING	ALSO ENHANCED

DESIGN CRITERIA

MINIMUM TEMP	-20°C (-4°F)
WIND SPEED (M/S)	125 MPH
WIND SPEED (MPH)	125 MPH
LOADING CATEGORY	C
EXPOSURE CATEGORY	1
GROUND SHORT CIRCUIT	50,000
BUILDING HEIGHT	24'

OTHER NOTES
CASE NUMBER: TBD
NO POSITION, DISTANCE, OR CLEARANCE INFORMATION IS TO BE PROVIDED FOR SERVICE LINES OR OTHER UTILITIES IN RELATION TO THE PV PANELS.
24/7 UNRESTRICTED VEHICULAR ACCESS PROVIDED FOR ALL UTILITY ENERGY EQUIPMENT INCLUDING THE METERS AND AC DISCONNECT.
INTERCONNECTION TYPE: PRIMARY

REVISIONS

#	DESCRIPTION	BY	DATE
1	ORIGINAL DESIGN	ELD	01/23/23
2	REDESIGN TO 2023	ELD	01/23/23
3	REDESIGN TO 2023	ELD	01/23/23
4	REDESIGN TO 2023	ELD	01/23/23
5	REDESIGN TO 2023	ELD	01/23/23
6	REDESIGN TO 2023	ELD	01/23/23
7	REDESIGN TO 2023	ELD	01/23/23

REVIEWED BY:
DESIGN MARKS

PROJECT NAME:
1050 NEW ROAD

DRAWING TITLE:
SITE PLAN

SCALE:
1" = 100'

SHEET:
PV1