

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

**FORM 8-K**

**CURRENT REPORT**  
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) **May 1, 2026**

**BIRCHTECH CORP.**

(Exact name of registrant as specified in its charter)

<u>Delaware</u> (State or other jurisdiction of incorporation)	<u>000-33067</u> (Commission File Number)	<u>87-0398271</u> (IRS Employer Identification No.)
<u>1810 Jester Drive Corsicana, Texas</u> (Address of principal executive offices)		<u>75109</u> (Zip Code)

(614) 505-6115

(Registrant's telephone number, including area code)

Not applicable

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
<u>Common Stock, par value \$0.001 per share</u>	<u>BCHT</u>	<u>NYSE American LLC</u>

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

**Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

*Item 5.02(b) - Departure of Chief Financial Officer*

On May 1, 2026, Fiona Fitzmaurice ceased serving as Chief Financial Officer of Birchtech Corp. (the “Company”) following notice from the Company on that date. The Company’s decision was not the result of any disagreement with the Company on any matter relating to the Company’s operations, policies or practices.

Ms. Fitzmaurice served as Chief Financial Officer pursuant to an agreement dated November 1, 2023, under which she provided fractional Chief Financial Officer services to the Company. The Company provided notice of termination of such agreement in accordance with its terms.

*Item 5.02(c) - Appointment of Chief Financial Officer and Chief Operating Officer*

Effective May 1, 2026, the Company appointed Michael Mioska as its Chief Financial Officer.

Michael Mioska, age 45, is a Chartered Professional Accountant with over 20 years of accounting, audit and financial reporting experience in a variety of industries, in both the United States and Canada. Prior to his appointment, Mr. Mioska was employed by DeNovo Group providing finance, financial reporting and M&A advisory-related services to a range of public companies as an independent consultant since 2021, including Birchtech Corp. since 2023. From 2005 to 2021, Mr. Mioska worked at a public accounting firm in Vancouver, BC providing similar finance services. Mr. Mioska earned a Bachelor of Arts from the University of British Columbia and a Masters of Business Administration from Laurentian University. He is a Chartered Professional Accountant (CPA) in Canada.

Mr. Mioska does not have any family relationships with any of the Company’s directors or executive officers, or any person nominated or chosen by the Company to become a director or executive officer. Except as otherwise disclosed herein, there are no arrangements or understandings in connection with Mr. Mioska’s appointment, and there are no related party transactions between the Company and Mr. Mioska that would require disclosure under Item 404(a) of Regulation S-K.

The terms of Mr. Mioska’s compensation have not yet been finalized. The Company expects to enter into an arrangement with a third-party employer of record pursuant to which Mr. Mioska will be employed by such third party and assigned to provide services to the Company. The Company expects to finalize these arrangements in the near term and will disclose the material terms thereof upon finalization.

The Company will also enter into a standard indemnification agreement with Mr. Mioska, the form of which has been filed with the Securities and Exchange Commission.

A copy of the Company’s press release announcing the appointment of Mr. Mioska is filed as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

In addition, on May 1, 2026, the Company appointed James Trettel as its Chief Operating Officer, and in connection with his appointment, he ceased serving as Executive Vice President of Operations. Mr. Trettel’s biographical information is set forth in the Company’s Annual Report on Form 10-K for the year ended December 31, 2025 filed on March 31, 2026, which is incorporated herein by reference. See Item 5.02(e) below for information on the amended and restated employment agreement entered into with Mr. Trettel.

*Item 5.02(e) – Compensatory Arrangements of Certain Officers*

On May 1, 2026, the Company entered into a second amended and restated employment agreement with Richard MacPherson, which amends and restates his prior amended and restated employment agreement effective as of June 1, 2024. Pursuant to the new agreement, Mr. MacPherson will continue to serve as President and Chief Executive Officer of the Company. Mr. MacPherson has served as President and Chief Executive Officer since March 2015. The prior agreement provided for an initial term through May 31, 2027, with one-year renewals thereafter unless terminated by either party. Pursuant to the new agreement, the initial term of Mr. MacPherson's employment has been extended from May 31, 2027 to May 31, 2030 and will automatically renew for successive one-year periods unless otherwise terminated by either party prior to the next applicable renewal period. Mr. MacPherson is entitled to a base salary of \$1,000,000 per year (which is the same base salary as in effect under the prior agreement), which may be increased from time to time solely at the discretion of the Board of Directors (or committee thereof), and will receive a cash retention bonus of \$500,000, payable within 30 days following May 1, 2026, in consideration for his agreement to remain employed through the extended term. If Mr. MacPherson voluntarily terminates his employment prior to May 31, 2030 (other than for good reason, as defined in the agreement), or if the Company terminates his employment for cause (as defined in the agreement), he will be required to repay a pro rata portion of the retention bonus. Mr. MacPherson shall be eligible to receive additional bonus compensation in such amounts and at such times as the Board (or committee thereof) at its sole discretion shall from time to time determine and which shall not exceed \$1,000,000 annually. He is entitled to participate in benefit plans that are made available to executive employees of the Company, and is entitled to certain other benefits. He is also entitled to receive equity awards subject to the sole discretion of the Board (or committee thereof). The agreement also provides for certain severance payments in the event the agreement is terminated by the Company without cause or terminated by Mr. MacPherson for good reason.

On May 1, 2026, the Company entered into an amended and restated employment agreement with James Trettel, which amends and restates his prior employment agreement effective as of June 1, 2024. Pursuant to the new agreement, Mr. Trettel will serve as Chief Operating Officer (rather than Executive Vice President of Operations under the prior agreement). Mr. Trettel has served as Vice President of Operations since January 2014. The prior agreement provided for an initial term through May 31, 2027, with one-year renewals thereafter unless terminated by either party. Pursuant to the new agreement, the initial term of Mr. Trettel's employment has been extended from May 31, 2027 to May 31, 2030 and will automatically renew for successive one-year periods unless otherwise terminated by either party prior to the next applicable renewal period. Mr. Trettel is entitled to a base salary of \$600,000 per year (which is the same base salary as in effect under the prior agreement), which may be increased from time to time solely at the discretion of the Board of Directors (or committee thereof), and will receive a cash retention bonus of \$250,000, payable within 30 days following May 1, 2026, in consideration for his agreement to remain employed through the extended term. If Mr. Trettel voluntarily terminates his employment prior to May 31, 2030 (other than for good reason, as defined in the agreement), or if the Company terminates his employment for cause (as defined in the agreement), he will be required to repay a pro rata portion of the retention bonus. Mr. Trettel shall be eligible to receive additional bonus compensation in such amounts and at such times as the Board (or committee thereof) at its sole discretion shall from time to time determine and which shall not exceed \$500,000 annually. He is entitled to participate in benefit plans that are made available to executive employees of the Company, and is entitled to certain other benefits. He is also entitled to receive equity awards subject to the sole discretion of the Board (or committee thereof). The agreement also provides for certain severance payments in the event the agreement is terminated by the Company without cause or terminated by Mr. Trettel for good reason.

The foregoing summaries of the employment agreements are qualified in their entirety by reference to the actual documents, copies of which are filed as Exhibits 10.1 and 10.2 to this Current Report on Form 8-K, and are incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

<b>Exhibit Number</b>	<b>Description</b>
<a href="#">10.1*</a>	<a href="#">Second Amended and Restated Employment Agreement between Birchtech Corp. and Richard MacPherson dated as of May 1, 2026</a>
<a href="#">10.2*</a>	<a href="#">Amended and Restated Employment Agreement between Birchtech Corp. and James Trettel dated as of May 1, 2026</a>
<a href="#">99.1</a>	<a href="#">Press release dated May 5, 2026</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

\* Portions of this exhibit have been omitted pursuant to Rule 601(b)(10) of Regulation S-K.

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**Birchtech Corp.**

Date: May 6, 2026

By: /s/ Richard MacPherson  
Richard MacPherson  
President and Chief Executive Officer

CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THIS EXHIBIT BECAUSE IT IS BOTH (i) NOT MATERIAL AND (ii) THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE AND CONFIDENTIAL. [\*\*\*] INDICATES THAT INFORMATION HAS BEEN REDACTED.

## SECOND AMENDED AND RESTATED EMPLOYMENT AGREEMENT

**THIS SECOND AMENDED AND RESTATED EMPLOYMENT AGREEMENT** (“*Agreement*”) is dated and effective as of May 1, 2026 (the “*Effective Date*”), by and between Birchtech Corp., formerly known as Midwest Energy Emissions Corp., a Delaware corporation (the “*Company*”), and Richard MacPherson (“*Executive*”).

### RECITALS:

A. The Company and Executive are parties to that certain Amended and Restated Employment Agreement, dated as of June 7, 2024, and effective as of June 1, 2024 (the “*Prior Agreement*”), which has an initial term through May 31, 2027 and thereafter provides for automatic one-year renewal terms absent timely notice of non-renewal by either party;

B. The Company and the Executive wish to amend and restate the terms and conditions of such employment in their entirety to reflect an extended initial term through May 31, 2030 and set forth certain other additional and revised terms, including but not limited to the payment to Executive of a cash retention bonus in consideration of Executive’s agreement to remain employed through the extended term; and

C. The parties intend that this Agreement shall supersede and replace the Prior Agreement in its entirety as of the Effective Date.

NOW, THEREFORE, in consideration of the mutual undertakings of the parties set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and Executive agree that the Employment Agreement is hereby terminated and amended and restated in its entirety as follows:

1. Employment. The Company hereby employs Executive, and Executive hereby accepts employment with the Company, on the terms and conditions set forth in this Agreement. During the Term (as defined below), Executive shall serve as the President and Chief Executive Officer of the Company (unless earlier terminated pursuant to the terms of this Agreement). Executive shall have the authority to control the day-to-day operations of the Company and its corporate strategy, and shall perform such other services as are reasonably expected from a person in the position of the President and Chief Executive Officer of the Company, subject to the Company’s by-laws and to the oversight of the Board of Directors of the Company (the “*Board*”).

2. Devotion to Duties. Executive shall devote such time, attention, energy, skill and efforts to his duties and responsibilities hereunder and to the business of the Company and, as applicable, its Subsidiaries (as defined below), as is reasonably necessary to enable Executive to carry out such duties efficiently and effectively. During the Term, Employee shall not be engaged in any other business activity that conflicts with his duties and responsibilities to the Company or with the business of the Company, whether or not such business activity is pursued for gain, profit or other pecuniary advantage.

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3. Location. Executive shall not be required to report to any specific physical location to render services to the Company and shall be able to perform the services contemplated hereunder from remote locations, including, but not limited to, locations outside of the United States and Canada. Executive shall be required to travel from time to time as is necessary to perform his duties and responsibilities on behalf of the Company.

4. Compensation.

(a) Base Salary. For all services rendered by Executive under this Agreement, the Company shall pay Executive at an annual base salary rate of \$1,000,000 per year, payable in accordance with the Company's standard payroll procedures, as may exist from time to time (the "**Base Salary**"). The Base Salary may be increased from time to time solely at the discretion of the Board (or committee thereof).

(b) Retention Bonus. The Company shall pay Executive a one-time cash retention bonus in the gross amount of \$500,000 (the "Retention Bonus"), payable within thirty (30) days following the Effective Date, subject to applicable tax withholdings. The Retention Bonus is conditioned on Executive's continued employment through May 31, 2030. If Executive voluntarily terminates his employment (other than for Good Reason, as hereinafter defined) or the Company terminates Executive's employment for Cause (as hereinafter defined), then:

(i) if such termination occurs on or prior to May 31, 2027, Executive shall repay one hundred percent (100%) of the Retention Bonus; and

(ii) if such termination occurs after May 31, 2027 and prior to May 31, 2030, Executive shall repay a pro rata portion of the Retention Bonus, determined based on the number of full calendar months remaining in the period from the date of termination through May 31, 2030, divided by thirty-six (36). For illustration purposes only, if Executive voluntarily terminates employment effective May 31, 2029, Executive would be required to repay 33.3% of the Retention Bonus (12 months remaining divided by 36 months).

Any required repayment shall be made to the Company within thirty (30) days following the date of any such termination. For avoidance of doubt, the Retention Bonus is intended to be earned over the period commencing June 1, 2027 and ending May 31, 2030, and the repayment obligation reflects the portion of the Retention Bonus attributable to periods of service not completed. The parties acknowledge that the Retention Bonus constitutes incentive compensation conditioned on continued service, and is not intended to constitute, and shall not be construed as, a loan or extension of credit. No repayment shall be required if Executive's employment is terminated by the Company without Cause, by Executive for Good Reason, or due to Executive's death or Disability.

(c) Other Bonuses. In addition to the Base Salary and Retention Bonus, Executive shall be eligible to receive additional bonus compensation in such amounts and at such times as the Board (or committee thereof) shall from time to time determine and which shall not exceed \$1,000,000 annually (based upon an annual period commencing June 1 in the applicable year and ending May 31 in the following year) (the "**Bonus Compensation**"). Such Bonus Compensation will be at the sole discretion of the Board (or committee thereof).

(d) Equity Compensation. Subject to the sole discretion of the Board (or committee thereof), Executive may be granted equity awards, from time to time, under the Company's 2017 Equity Incentive Plan or such other plan that the Company may adopt.

(e) Benefits. During the Term, Executive may participate in group health plans, retirement plans, incentive plans and other employee benefits that may from time to time be made generally available to executive employees of the Company subject to the eligibility requirements and other terms, conditions, plans and policies thereof of general applicability (including applicable employee contributions). The Company and its Subsidiaries reserve the right to change, amend or terminate any perquisites or benefits provided to senior management, or other employees in their sole discretion. Eligibility for any and all such benefits provided in this Section 4(e) shall terminate on the expiration or earlier termination of the Term, except as otherwise required by law. Executive shall be subject to the policies or procedures that the Company or its Subsidiaries may adopt or implement from time to time with respect to its senior management. In addition thereto, the Company shall directly pay, or reimburse Executive for, (i) the cost of health insurance for Executive and his spouse, in the event Executive does not participate in the Company's group health plans, and (ii) any medical expenses incurred by Executive and his spouse which would be deductible medical expenses under federal income tax regulations and which are not reimbursed by either the health insurance plan which covers Executive and his spouse (if Executive does not participate in the Company's group health plans), or by the Company's group health plans (if Executive participates in the Company's group health plans), due to deductibles, co-insurance, plan exclusions, eyeglasses, orthodontics or such other exclusions or limitations under such plans provided, however, that such payments or reimbursements under (i) and (ii) shall not exceed [\*\*\*] per calendar year during the Term.

(f) Auto Allowance. During the Term, Executive shall be entitled to receive a monthly automobile allowance of up to [\*\*\*] per month for the use of a vehicle being utilized by Executive.

(g) Life Insurance Policy. Prior hereto, Executive has procured and is the owner of a life insurance policy issued by The Lincoln National Life Insurance Company which provides for \$1.0 million life insurance coverage on the life of Executive, and pursuant to which Executive's spouse has been designated as primary beneficiary (the "Life Insurance Policy"). During the Term, the Company shall directly pay, or reimburse Executive for, all premium payments under the Life Insurance Policy.

(h) Vacation. During the Term, Executive shall be entitled to six (6) weeks of paid vacation per calendar year. Vacation shall be prorated for any partial year of employment, may not be carried over from year to year, and shall not be paid out if unused, except as required by applicable law.

(i) Expense Reimbursement. The Company will reimburse Executive for (or, at the Company's option, pay) business travel and other out-of-pocket expenses reasonably and necessarily incurred by Executive in the performance of his services hereunder during the Term, in accordance with the policies of the Company, subject to Executive submitting appropriate receipts and other documentation in reasonable detail to the Company. The Executive shall also be entitled to a monthly home office allowance of [\*\*\*].

(j) Withholding. The Company shall be entitled to withhold such amounts on account of employment and payroll taxes and similar matters required by applicable law, rule or regulation of any appropriate governmental authority.

5. Term. The term of this Agreement shall commence as of the Effective Date and shall extend from that date until May 31, 2030 (the "***Initial Term***"), unless earlier terminated as provided in Section 6 of this Agreement; provided, however, that commencing on the first day after the expiration of the Initial Term and on each anniversary of such date thereafter, this Agreement and the Executive's employment hereunder will automatically be extended for successive one-year periods unless either party gives written notice to the other, not less than sixty (60) calendar days prior to the otherwise scheduled termination date, that such party does not want this Agreement and the term of Executive's employment so to extend. The Initial Term, as renewed by any additional successive one-year periods, is referred to herein as the "***Term***".

6. Termination.

(a) Termination Without Cause. Prior to the end of the Term, the Company may terminate this Agreement and Executive's employment hereunder at any time upon giving thirty (30) days prior written notice to Executive.

(b) Termination for Cause. Prior to the end of the Term, the Company may terminate this Agreement and Executive's employment hereunder for Cause, upon giving no less than ten (10) days prior written notice thereof to Executive, which notice will specify in reasonable detail the facts and circumstances alleged to constitute "Cause". For purposes of this Agreement, "Cause" means any of the following:

(i) Executive's conviction of, indictment for (or its procedural equivalent), or entering of a guilty plea or plea of no contest with respect to any felony or any crime of moral turpitude;

(ii) the commission by Executive of any act of gross negligence, gross incompetence, intentional misconduct or repeated insubordination in the performance of Executive's duties as an Executive of the Company or its Subsidiaries;

(iii) the commission by Executive of any act of fraud, embezzlement, theft or dishonesty with respect to the Company or its Subsidiaries or in connection with Executive's employment hereunder;

(iv) Executive's continued insobriety, abuse of alcohol or use of illegal drugs or other acts or conduct that results in material public disgrace or disrepute for Executive or the Company;

(v) Executive's failure to comply with the directives or policies of the Company; or

(vi) Executive's material breach of this Agreement.

(c) Voluntary Resignation. Prior to the end of the Term, Executive may voluntarily resign and thereby terminate this Agreement and his employment hereunder, at any time upon at least sixty (60) days prior written notice to the Company.

(d) Resignation for Good Reason. Prior to the end of the Term, Executive may resign and thereby terminate this Agreement and his employment hereunder for Good Reason if (i) he gives the Company at least thirty (30) days prior written notice of such termination, which notice must be given within thirty (30) days after the initial occurrence of the event constituting Good Reason and set forth in reasonable detail the occurrence act, deficiency, conduct, breach or failure of the Company that constitutes Good Reason (“*Good Reason Notice*”), and (ii) the Company fails to cure (as determined by the Board in good faith) such occurrence, act, deficiency, conduct, breach or failure during the period of thirty (30) days immediately following the date such Good Reason Notice is given to the Company. For purposes of this Agreement, “*Good Reason*” means any of the following undertaken without the consent of Executive:

- (i) A material reduction by the Company of Executive’s salary;
- (ii) A material diminution by the Company in Executive’s level of duties, authority or responsibilities for the Company;
- (iii) A requirement that Executive report to another corporate officer in addition to reporting to the Board;
- (iv) A change in Executive’s principal place of employment to a specific physical location; or
- (v) Any other action or inaction that constitutes a material breach by the Company of this Agreement.

(e) Death. Prior to the end of the Term, this Agreement and Executive’s employment hereunder shall terminate automatically upon Executive’s death.

(f) Disability. If the Company determines in good faith that the Disability of the Executive has occurred during the Term (pursuant to the definition of Disability set forth below), it may give to the Executive written notice in accordance with Section 13(c) hereof of its intention to terminate this Agreement and Executive’s employment hereunder. In such event, this Agreement and Executive’s employment with the Company shall terminate effective thirty (30) days after receipt of such notice by the Executive, provided that, within the thirty (30) days after such receipt, Executive shall not have resumed the performance of his duties under this Agreement. For purposes of this Agreement, “*Disability*” shall mean the absence of the Executive from the Executive’s duties with the Company for one hundred eighty (180) consecutive business days due to physical or mental disability or incapacity.

(g) Expiration. The Term and Executive’s employment hereunder shall terminate upon expiration of the Term as provided herein. The expiration of the Term shall not constitute termination without Cause or for Good Reason.

(h) Return of Materials. Upon termination of Executive’s employment hereunder for any reason, Executive shall deliver promptly to the Company all computers, keys, telephones, other electronic devices, card keys, credit cards, files, correspondence, memoranda, notes, records, drawings, sketches, plans, lists or other documents or property of the Company or its Subsidiaries, which are in Executive’s possession, custody or control.

7. Termination Payments.

(a) Earned Salary. Upon termination of Executive's employment for any reason, Executive shall be entitled to the following (collectively, the "*Accrued But Unpaid Compensation*");

(i) Any Base Salary earned, but unpaid, prior to such termination;

(ii) Reimbursement for any unreimbursed business expenses properly incurred by Executive in accordance with Section 4(i) hereof prior to the date of termination, so long as claims for such reimbursement (accompanied by appropriate receipts and other supporting documentation) are submitted to the Company within forty-five (45) days following the date of termination; and

(iii) Such employee benefits, if any, as to which Executive may be entitled under the terms and conditions of the Company's retirement plans or other employee benefit plans as of such termination.

No other compensation or benefits will be due or payable to Executive upon or after any termination expiration of this Agreement, except as expressly provided otherwise in Section 7(b) or as required by law.

(b) Severance Upon Termination Without Cause or Resignation for Good Reason. If (i) the Company terminates this Agreement and employment of Executive other than for Cause, death, Disability or expiration of this Agreement, or (ii) Executive resigns and terminates this Agreement and his employment for Good Reason, then, in addition to all Accrued but Unpaid Compensation payable to Executive hereunder, and conditioned upon and subject to Executive executing and delivering to the Company (and not revoking) a written release of claims in favor of the Company and its Subsidiaries, and each of its respective directors, officers, shareholders, employees, agents, representatives, successors and assigns relating to Executive's employment with the Company and the termination thereof which is reasonably satisfactory in form and substance to the Company ("*Release*"), the Company shall continue to pay to Executive his Base Salary as in effect immediately prior to such termination (the "*Severance Payments*") for such period of time equal to the number of months or partial months remaining during the Term from the date of such termination (the "*Severance Period*"). The Severance Payments shall be payable in accordance with the Company's standard payroll procedures, as such may exist from time to time, commencing with the first payday that occurs at least five (5) business days after the date on which the Release becomes fully effective and is no longer subject to revocation by Executive under the terms thereof, and shall be subject to applicable withholdings.

8. Cooperation. During the Term and thereafter, Executive shall reasonably cooperate with the Company, as reasonably requested by the Company, in any internal investigation or administrative, regulatory or judicial proceeding relating to matters that occurred during the Term.

9. Representations and Warranties. Executive and the Company hereby represent and warrant to the other that: (i) he or it has full power, authority and capacity to execute and deliver this Agreement, and to perform his or its obligations hereunder; (ii) such execution, delivery and performance will not (and with the giving of notice or lapse of time or both would not) result in the breach of any agreements or other obligations to which he or it is a party or he or it is otherwise bound; and (iii) this Agreement constitutes his or its legal, valid and binding obligation, enforceable in accordance with its terms.

#### 10. Protection of the Company's Business.

(a) Confidentiality. During the Term, and at all times thereafter, Executive shall not, directly or indirectly, divulge or disclose, for any purpose whatsoever, any Confidential Information which has been obtained by or disclosed to Executive as a result of his status as an employee of the Company. "**Confidential Information**" shall mean all information, trade secrets, inventions, data, processes, or other records relating to the Company's or its Subsidiaries' business, financial affairs, or operations, including, but not limited to, information related to past, present or future business plans, strategic plans, technical data, technology, source code, software, product or service requirements, customers, financial information, sales information, product design, research and development, prices and methods of pricing, marketing techniques and plans, unannounced products, product and process information, any rates, analyses, summaries, compilations, studies or other records and any other information which, if disclosed to others, might be competitively detrimental to the Company, whether disclosed in any tangible, written, oral, electronic, visual, or other medium. Confidential Information shall also include all information, know-how, trade secrets, technical data, non-technical data, or other confidential information concerning the operations, projects, organization, business, or finances of the Company or any third party to which the Company owes a duty of confidentiality, in whatever form (whether disclosed in any tangible, written, oral, electronic, visual, or other medium), that Company or any of its representatives learns, generates, or acquires in conjunction with the prospective business or business relationship with the Company.

Notwithstanding the foregoing, Confidential Information shall not include (i) information that is or becomes a part of the public domain; (ii) information that the Executive can reasonably and properly demonstrate was already in his possession prior to receipt from the Company; (iii) information that is required to be disclosed by law or to comply with a subpoena or court order; (iv) information that is required to be disclosed to the Internal Revenue Service or other taxing authority in connection with an audit; or (v) information necessary to enforce any term or provision of this Agreement.

(b) No Hire. At all times during which Executive serves as an employee of the Company and for a period of one (1) year after Executive ceases to be employed by the Company, the Executive shall not, directly or indirectly, solicit for employment or employ any employee of the Company or any of its Subsidiaries, or any individual who was employed by the Company or any of its Subsidiaries within the six-month period immediately prior to the date the Executive's employment terminates. The parties agree that general advertisements directed at the general public shall not be deemed to violate this Section 10(b).

(c) No Solicitation. At all times during which Executive serves as an employee of the Company and for a period of one (1) year after Executive ceases to be employed by the Company, the Executive shall not, directly or indirectly, solicit or attempt to solicit (i) any party who is a customer or client of the Company or its Subsidiaries, who was a customer or client of the Company or its Subsidiaries at any time during the period of time that the Executive was employed by the Company or who is a prospective customer or client that has been identified and targeted by the Company or its Subsidiaries for the purpose of marketing, selling or providing to any such party any services or products offered by or available from the Company or its Subsidiaries, or (ii) any supplier or vendor to the Company or any Subsidiary to terminate, reduce or alter negatively its relationship with the Company or any Subsidiary or in any manner interfere with any agreement or contract between the Company or any Subsidiary and such supplier or vendor. The parties agree that general advertisements directed at the general public shall not be deemed to violate this Section 10(c).

(d) Non-Disparagement. During the Term, and at all times thereafter, each of the parties shall not, and shall not induce others to, disparage the other party hereto, or their past and present officers, directors, employees or products. “*Disparage*” shall mean making comments or statements to the press, the Company’s or its Subsidiaries’ employees or any individual or entity with whom the Company (or its Subsidiaries) or the Executive, as the case may be, has a business relationship which would adversely affect in any manner (1) the business of each of the parties or its respective subsidiaries or affiliates (including any products or business plans or prospects), or (2) the business reputation of each of the parties or its respective subsidiaries or affiliates, or any of their products, or their past or present officers, directors or employees.

(e) Reformation. In the event any restriction in this Section 10 should ever be deemed to be excessive in duration or scope or is unreasonable or unenforceable under applicable laws, it is the intention of the parties that such restriction may be modified or amended to render it enforceable to the maximum extent permitted by applicable laws. The Executive acknowledges that the restrictive covenants contained in this Section 10 are a condition of this Agreement and are reasonable and valid in temporal scope and in all other respects.

#### 11. Inventions.

(a) Executive acknowledges that Executive’s work on and contributions to any documents, programs, designs, methodologies, protocols, inventions, discoveries, innovations, trade secrets, ideas, processes, formulas, data, works of authorship, know-how, improvements, developments, techniques and other expressions in any medium, whether patentable or copyrightable, which have been or will be prepared by Executive, or to which Executive has contributed or will contribute, related to the Company or its Subsidiaries or their respective businesses and in connection with Executive’s services to the Company or any of its Subsidiaries, whether before or during the Term (collectively, “*Works*”), are and will be within the scope of Executive’s services and part of Executive’s duties and responsibilities hereunder. Executive’s work on and contributions to the Works will be rendered and made by Executive for, at the instigation of, and under the overall direction of, the Company, and are and at all times shall be regarded, together with the Works, as “work made for hire” as that term is used in the United States copyright laws. However, to the extent that any court or agency should conclude that the Works (or any of them) do not constitute or qualify as a “work made for hire,” Executive hereby assigns, grants, and delivers exclusively and throughout the world to the Company all rights, titles, and interests in and to any such Works, and all copies and versions, including all copyrights and renewals. Executive agrees to cooperate with the Company and to execute and deliver to the Company and its successors and assigns, any assignments and documents the Company requests for the purpose of establishing, evidencing, and enforcing or defending its complete, exclusive, perpetual, and worldwide ownership of all rights, titles, and interests of every kind and nature, including all copyrights, in and to the Works, and Executive constitutes and appoints the Company as his agent to execute and deliver any assignments or documents Executive fails or refuses to execute and deliver, this power and agency being coupled with an interest and being irrevocable. Without limiting the preceding provisions of this Section 11, Executive agrees that the Company may edit and otherwise modify, and use, publish and otherwise exploit, the Works in all media and in such manner as the Company, in its sole discretion, may determine.

(b) Executive shall disclose promptly to the Company, and only to the Company, any invention or idea of Executive in any way related to the Company or its Subsidiaries or their businesses and connected with Executive's services, the research or development of the Company or its Subsidiaries or demonstrably anticipated research or development (developed alone or with others), conceived or made during the Term and hereby assigns to the Company any such invention or idea. Executive agrees to cooperate with the Company and sign all papers deemed necessary by the Company to enable the Company to obtain, maintain, protect and defend patents covering such inventions and ideas and to confirm the exclusive ownership by the Company, of all rights in such inventions, ideas and patents, and irrevocably appoints the Company as its agents to execute and deliver any assignments or documents Executive fails or refuses to execute and deliver promptly, this power and agency being coupled with an interest and being irrevocable. This constitutes the Company's written notification that this assignment does not apply to an invention for which no equipment, supplies, facility or trade secret information of the Company was used and which was developed entirely on Executive's own time, unless (i) at the time of conception or reduction to practice, the invention relates directly to the business of the Company or any of its Subsidiaries, or to the Company's or its Subsidiaries' actual or demonstrably anticipated research or development, or (ii) the invention results from any work performed by Executive for the Company or any of its Subsidiaries.

(c) All records, designs, patents, business plans, financial statements, manuals, memoranda, customer lists, customer database, rolodex and other property delivered to or compiled by Executive by or on behalf of the Company or any of its Subsidiaries or representatives, vendors or Customers or potential Customers which pertain to the Company or its Subsidiaries shall be and remain the property of the Company or its Subsidiaries, as applicable, and be subject at all times to its discretion and control. This does not include customer lists, customer databases, rolodex or business card files that were the property of Executive before being hired by the Company, even where they have been used by the Executive for the Company's benefit during the Term. Upon the request of the Company and, in any event, upon the termination of Executive's employment with the Company, Executive shall deliver all such non-excluded materials to the Company. Likewise, all correspondence, reports, records, charts, advertising materials and other similar data pertaining to the business, activities or future plans of the Company or its Subsidiaries which are collected by Executive shall be delivered promptly to the Company without request by it upon termination or expiration of Executive's employment.

12. Employment with Subsidiaries. For purposes of this Agreement, employment with the Company shall include employment with any Subsidiary. "***Subsidiary***" means any corporation or other entity in which the Company: (i) has a direct or indirect ownership interest of fifty percent (50%) or more of the total combined voting power of the then-outstanding securities or interests of such corporation or other entity entitled to vote generally in the election of directors, or (ii) has the right to receive fifty percent (50%) or more of the distribution of profits or fifty percent (50%) of the assets upon liquidation or dissolution.

13. Miscellaneous.

(a) Assignment; Binding Effect. Executive understands that he has been selected for employment by the Company on the basis of his personal qualifications, experience and skills. Executive agrees, therefore, that he cannot assign all or any portion of his performance under this Agreement. The Company may assign this Agreement, in whole or in part, to any Affiliate of the Company or to any assignee or successor to the Company, whether by merger, consolidation, sale of stock, sale of assets or otherwise, provided, however, that, the Company may not assign this Agreement to a subsidiary without the prior written consent of Executive. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective heirs, legal representatives, successors and assigns.

(b) Complete Agreement; Waiver; Amendment. This Agreement constitutes a single integrated contract expressing the entire agreement of the parties, and supersedes and replaces the Prior Agreement in its entirety and any and all other agreements or offers, whether written or oral, express or implied, between the parties with respect to the subject matter hereof. This Agreement is the final, complete, and exclusive statement of expression of the agreement between the parties with respect to the subject matter hereof, and cannot be varied, contradicted or supplemented by evidence of any prior or contemporaneous oral or written agreements. This Agreement may not be later modified except by a further writing signed by each of the parties, and no term of this Agreement may be waived except by a writing signed by the party waiving the benefit of such term.

(c) Notice. Any notices and other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (a) upon receipt, if delivered personally; (b) upon transmission and confirmation of receipt, if sent by facsimile or email transmission (provided, confirmation of transmission is mechanically or electronically generated and kept on file by the sending party); or (c) one business day after deposit with an overnight courier service, if sent by overnight courier; in each case properly addressed to the party to receive the same. The addresses, facsimile numbers or email addresses for such communications shall be:

if to Executive:

Richard MacPherson  
[\*\*\*]  
Phone: [\*\*\*]  
Email: [\*\*\*]

if to the Company:

Birchtech Corp.  
Attn: James Trettel, Chief Operating Officer  
1810 Jester Drive  
Corsicana, Texas 75109  
Phone: [\*\*\*]  
Email: [\*\*\*]

or to such other address, facsimile number or email address and to the attention of such other person as the recipient party has specified by written notice given to each other party in accordance with this provision.

(d) Waiver of Breach. The waiver by either party of a breach of any provisions of this Agreement by either party shall not operate or be construed as a waiver of any subsequent breach by either party.

(e) Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of Delaware, without reference to the choice of law principles or rules thereof, except to the extent that federal law shall be deemed to apply.

(f) Mediation; Arbitration. Except as otherwise provided in Section 13(g), if a dispute arises from or relates to this Agreement or the breach thereof, and if the dispute cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute by mediation administered by the American Arbitration Association under its Employment Mediation Procedures before resorting to arbitration. The parties further agree that any unresolved controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Employment Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

(g) Equitable Remedies. Executive acknowledges that a breach by Executive of the provisions of Sections 10 and/or 11 will constitute such damage as will be irreparable and the exact amount of which will be impossible to ascertain and, for that reason, agrees that Company will be entitled to an injunction to be issued by any court of competent jurisdiction restraining and enjoining Executive from violating the provisions of such Sections. The right to an injunction shall be in addition to and not in lieu of any other remedy available to Company for such breach or threatened breach, including the recovery of damages from Executive. Executive also expressly acknowledges and agrees that Executive's covenants and agreements in Sections 10 and 11 shall survive this Agreement and continue to be binding upon Executive after the expiration or termination of this Agreement, whether by passage of time or otherwise.

(h) Severability. If any portion of this Agreement is held invalid or inoperative, the other portions of this Agreement shall be deemed valid and operative and, so far as is reasonable and possible, effect shall be given to the intent manifested by the portion held invalid or inoperative.

(i) Section 409A Compliance. The parties intend that all provisions of this Agreement comply with the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the "*Code*") to the extent applicable. No provision of this Agreement shall be operative to the extent that it will result in the imposition of the additional tax described in Code Section 409A. If any provision hereof is reasonably deemed to contradict Section 409A, the parties agree to revise, to the extent practicable, the Agreement as necessary to comply with Section 409A and fulfill the purpose of the voided provision. Nothing in this Agreement shall be interpreted to permit accelerated payment of nonqualified deferred compensation, as defined in Section 409A, or any other payment in violation of the requirements of Section 409A. With respect to reimbursements that constitute taxable income to Executive, no such reimbursements or expenses eligible for reimbursement in any calendar year shall in any way affect the expenses eligible for reimbursement in any other calendar year and Executive's right to reimbursement shall not be subject to liquidation in exchange for any other benefit.

(j) Clawback. All amounts payable under this Agreement that are subject to any policy when paid (whether in existence as of the Effective Date or later adopted) established by the Company providing for clawback or recovery of amounts that were paid to Executive may in fact be subject to clawback or recovery by the Company. The Company will make any determination for clawback or recovery in its sole discretion and in accordance with any applicable law or regulation.

(k) Survival of Obligations. Any rights and obligations that by their nature extend beyond the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.

(l) Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Facsimile or scanned or pdf and e-mailed counterpart signatures to this Agreement shall be acceptable and binding on the parties hereto.

(m) Construction. The headings in this Agreement are for convenience only, are not a part of this Agreement and shall not affect the construction of the provisions of this Agreement. As used in this Agreement, the words “include” and “including”, and variations thereof, shall not be deemed to be terms of limitation but rather will be deemed to be followed by the words “without limitation.” Whenever used in this Agreement, the singular shall include the plural and vice versa. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or the government or judicial authority by reason of such party having or being deemed to have structured or drafted such provision of this Agreement.

(n) Acknowledgement of Full Understanding. Executive acknowledges and agrees that Executive has fully read, understands and voluntarily enters into this Agreement. Executive acknowledges and agrees that he has had an opportunity to ask questions and consult with an attorney of his choice before signing this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

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

BIRCHTECH CORP.

By: /s/ James Trettel

Name: James Trettel

Title: Chief Operating Officer

EXECUTIVE:

/s/ Richard MacPherson

Richard MacPherson

[SIGNATURE PAGE TO SECOND AMENDED AND RESTATED EMPLOYMENT AGREEMENT]

CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THIS EXHIBIT BECAUSE IT IS BOTH (i) NOT MATERIAL AND (ii) THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE AND CONFIDENTIAL. [\*\*\*] INDICATES THAT INFORMATION HAS BEEN REDACTED.

### AMENDMENT AND RESTATED EMPLOYMENT AGREEMENT

**THIS AMENDED AND RESTATED EMPLOYMENT AGREEMENT** (“*Agreement*”) is dated and effective as of May 1, 2026 (the “*Effective Date*”), by and between Birchtech Corp., formerly known as Midwest Energy Emissions Corp., a Delaware corporation (the “*Company*”), and James Trettel (“*Executive*”).

#### RECITALS:

A. The Company and Executive are parties to certain certain Employment Agreement, dated as of June 7, 2024, and effective as of June 1, 2024 (the “*Prior Agreement*”), which has an initial term through May 31, 2027 and thereafter provides for automatic one-year renewal terms absent timely notice of non-renewal by either party;

B. The Company and the Executive wish to amend and restate the terms and conditions of such employment in their entirety to reflect an extended initial term through May 31, 2030 and set forth certain other additional and revised terms, including but not limited to the payment to Executive of a cash retention bonus in consideration of Executive’s agreement to remain employed through the extended term; and

C. The parties intend that this Agreement shall supersede and replace the Prior Agreement in its entirety as of the Effective Date.

NOW, THEREFORE, in consideration of the mutual undertakings of the parties set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and Executive agree as follows:

1. Employment. The Company hereby employs Executive, and Executive hereby accepts employment with the Company, on the terms and conditions set forth in this Agreement. During the Term (as defined below), Executive shall serve as Chief Operating Officer of the Company (unless earlier terminated pursuant to the terms of this Agreement). Executive’s duties and responsibilities as an executive and employee of the Company shall include advisory, strategic, operational management and other services as are reasonably expected from a person in the position of Chief Operating Officer of the Company, and/or such other or additional duties and responsibilities as are reasonably assigned to Executive from time to time by the Chief Executive Officer. While serving as Chief Operating Officer, Executive shall report directly to the Chief Executive Officer.

2. Devotion to Duties. Executive shall devote such time, attention, energy, skill and efforts to his duties and responsibilities hereunder and to the business of the Company and, as applicable, its Subsidiaries (as defined below), as is reasonably necessary to enable Executive to carry out such duties efficiently and effectively. During the Term, Employee shall not be engaged in any other business activity that conflicts with his duties and responsibilities to the Company or with the business of the Company, whether or not such business activity is pursued for gain, profit or other pecuniary advantage.

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3. Location. Executive shall not be required to report to any specific physical location to render services to the Company and shall be able to perform the services contemplated hereunder from remote locations. Executive shall be required to travel from time to time as is necessary to perform his duties and responsibilities on behalf of the Company.

4. Compensation.

(a) Base Salary. For all services rendered by Executive under this Agreement, the Company shall pay Executive at an annual base salary rate of \$600,000 per year, payable in accordance with the Company's standard payroll procedures, as may exist from time to time (the "**Base Salary**"). The Base Salary may be increased from time to time solely at the discretion of the Board of Directors of the Company (the "**Board**") (or committee thereof).

(b) Retention Bonus. The Company shall pay Executive a one-time cash retention bonus in the gross amount of \$250,000 (the "Retention Bonus"), payable within thirty (30) days following the Effective Date, subject to applicable tax withholdings. The Retention Bonus is conditioned on Executive's continued employment through May 31, 2030. If Executive voluntarily terminates his employment (other than for Good Reason, as hereinafter defined) or the Company terminates Executive's employment for Cause (as hereinafter defined), then:

(i) if such termination occurs on or prior to May 31, 2027, Executive shall repay one hundred percent (100%) of the Retention Bonus; and

(ii) if such termination occurs after May 31, 2027 and prior to May 31, 2030, Executive shall repay a pro rata portion of the Retention Bonus, determined based on the number of full calendar months remaining in the period from the date of termination through May 31, 2030, divided by thirty-six (36). For illustration purposes only, if Executive voluntarily terminates employment effective May 31, 2029, Executive would be required to repay 33.3% of the Retention Bonus (12 months remaining divided by 36 months).

Any required repayment shall be made to the Company within thirty (30) days following the date of any such termination. For avoidance of doubt, the Retention Bonus is intended to be earned over the period commencing June 1, 2027 and ending May 31, 2030, and the repayment obligation reflects the portion of the Retention Bonus attributable to periods of service not completed. The parties acknowledge that the Retention Bonus constitutes incentive compensation conditioned on continued service, and is not intended to constitute, and shall not be construed as, a loan or extension of credit. No repayment shall be required if Executive's employment is terminated by the Company without Cause, by Executive for Good Reason, or due to Executive's death or Disability.

(c) Other Bonuses. In addition to the Base Salary and Retention Bonus, Executive shall be eligible to receive additional bonus compensation in such amounts and at such times as the Board (or committee thereof) shall from time to time determine and which shall not exceed \$500,000 annually (based upon an annual period commencing June 1 in the applicable year and ending May 31 in the following year) (the "**Bonus Compensation**"). Such Bonus Compensation will be at the sole discretion of the Board (or committee thereof).

(d) Equity Compensation. Subject to the sole discretion of the Board (or committee thereof), Executive may be granted equity awards, from time to time, under the Company's 2017 Equity Incentive Plan or such other plan that the Company may adopt.

(e) Benefits. During the Term, Executive may participate in group health plans, retirement plans, incentive plans and other employee benefits that may from time to time be made generally available to executive employees of the Company subject to the eligibility requirements and other terms, conditions, plans and policies thereof of general applicability (including applicable employee contributions). The Company and its Subsidiaries reserve the right to change, amend or terminate any perquisites or benefits provided to senior management, or other employees in their sole discretion. Eligibility for any and all such benefits provided in this Section 4(e) shall terminate on the expiration or earlier termination of the Term, except as otherwise required by law. Executive shall be subject to the policies or procedures that the Company or its Subsidiaries may adopt or implement from time to time with respect to its senior management.

(f) Auto Allowance. During the Term, Executive shall be entitled to receive a monthly automobile allowance of up to [\*\*\*] per month for the use of a vehicle being utilized by Executive.

(g) Vacation. During the Term, Executive shall be entitled to six (6) weeks of paid vacation per calendar year. Vacation shall be prorated for any partial year of employment, may not be carried over from year to year, and shall not be paid out if unused, except as required by applicable law.

(h) Expense Reimbursement. The Company will reimburse Executive for (or, at the Company's option, pay) business travel and other out-of-pocket expenses reasonably and necessarily incurred by Executive in the performance of his services hereunder during the Term, in accordance with the policies of the Company, subject to Executive submitting appropriate receipts and other documentation in reasonable detail to the Company. The Executive shall also be entitled to a monthly home office allowance of [\*\*\*].

(i) Withholding. The Company shall be entitled to withhold such amounts on account of employment and payroll taxes and similar matters required by applicable law, rule or regulation of any appropriate governmental authority.

5. Term. The term of this Agreement shall commence as of the Effective Date and shall extend from that date until May 31, 2030 (the "**Initial Term**"), unless earlier terminated as provided in Section 6 of this Agreement; provided, however, that commencing on the first day after the expiration of the Initial Term and on each anniversary of such date thereafter, this Agreement and the Executive's employment hereunder will automatically be extended for successive one-year periods unless either party gives written notice to the other, not less than sixty (60) calendar days prior to the otherwise scheduled termination date, that such party does not want this Agreement and the term of Executive's employment so to extend. The Initial Term, as renewed by any additional successive one-year periods, is referred to herein as the "**Term**".

## 6. Termination.

(a) Termination Without Cause. Prior to the end of the Term, the Company may terminate this Agreement and Executive's employment hereunder at any time upon giving thirty (30) days prior written notice to Executive.

(b) Termination for Cause. Prior to the end of the Term, the Company may terminate this Agreement and Executive's employment hereunder for Cause, upon giving no less than ten (10) days prior written notice thereof to Executive, which notice will specify in reasonable detail the facts and circumstances alleged to constitute "Cause". For purposes of this Agreement, "Cause" means any of the following:

(i) Executive's conviction of, indictment for (or its procedural equivalent), or entering of a guilty plea or plea of no contest with respect to any felony or any crime of moral turpitude;

(ii) the commission by Executive of any act of gross negligence, gross incompetence, intentional misconduct or repeated insubordination in the performance of Executive's duties as an Executive of the Company or its Subsidiaries;

(iii) the commission by Executive of any act of fraud, embezzlement, theft or dishonesty with respect to the Company or its Subsidiaries or in connection with Executive's employment hereunder;

(iv) Executive's continued insobriety, abuse of alcohol or use of illegal drugs or other acts or conduct that results in material public disgrace or disrepute for Executive or the Company;

(v) Executive's failure to comply with the directives or policies of the Company; or

(vi) Executive's material breach of this Agreement.

(c) Voluntary Resignation. Prior to the end of the Term, Executive may voluntarily resign and thereby terminate this Agreement and his employment hereunder, at any time upon at least sixty (60) days prior written notice to the Company.

(d) Resignation for Good Reason. Prior to the end of the Term, Executive may resign and thereby terminate this Agreement and his employment hereunder for Good Reason if (i) he gives the Company at least thirty (30) days prior written notice of such termination, which notice must be given within thirty (30) days after the initial occurrence of the event constituting Good Reason and set forth in reasonable detail the occurrence act, deficiency, conduct, breach or failure of the Company that constitutes Good Reason ("**Good Reason Notice**"), and (ii) the Company fails to cure (as determined by the Board in good faith) such occurrence, act, deficiency, conduct, breach or failure during the period of thirty (30) days immediately following the date such Good Reason Notice is given to the Company. For purposes of this Agreement, "**Good Reason**" means any of the following undertaken without the consent of Executive:

(i) A material reduction by the Company of Executive's salary;

(ii) A material diminution by the Company in Executive's level of duties, authority or responsibilities for the Company;

(iii) A change in Executive's principal place of employment to a specific physical location; or

(iv) Any other action or inaction that constitutes a material breach by the Company of this Agreement.

(e) Death. Prior to the end of the Term, this Agreement and Executive's employment hereunder shall terminate automatically upon Executive's death.

(f) Disability. If the Company determines in good faith that the Disability of the Executive has occurred during the Term (pursuant to the definition of Disability set forth below), it may give to the Executive written notice in accordance with Section 13(c) hereof of its intention to terminate this Agreement and Executive's employment hereunder. In such event, this Agreement and Executive's employment with the Company shall terminate effective thirty (30) days after receipt of such notice by the Executive, provided that, within the thirty (30) days after such receipt, Executive shall not have resumed the performance of his duties under this Agreement. For purposes of this Agreement, "**Disability**" shall mean the absence of the Executive from the Executive's duties with the Company for one hundred eighty (180) consecutive business days due to physical or mental disability or incapacity.

(g) Expiration. The Term and Executive's employment hereunder shall terminate upon expiration of the Term as provided herein. The expiration of the Term shall not constitute termination without Cause or for Good Reason.

(h) Return of Materials. Upon termination of Executive's employment hereunder for any reason, Executive shall deliver promptly to the Company all computers, keys, telephones, other electronic devices, card keys, credit cards, files, correspondence, memoranda, notes, records, drawings, sketches, plans, lists or other documents or property of the Company or its Subsidiaries, which are in Executive's possession, custody or control.

(i) Resignation From Boards. Upon termination of Executive's employment hereunder for any reason, Executive agrees to resign, as of the date of such termination and to the extent applicable, as a director and/or officer of the Company or its Subsidiaries.

#### 7. Termination Payments.

(a) Earned Salary. Upon termination of Executive's employment for any reason, Executive shall be entitled to the following (collectively, the "**Accrued But Unpaid Compensation**");

(i) Any Base Salary earned, but unpaid, prior to such termination;

(ii) Reimbursement for any unreimbursed business expenses properly incurred by Executive in accordance with Section 4(h) hereof prior to the date of termination, so long as claims for such reimbursement (accompanied by appropriate receipts and other supporting documentation) are submitted to the Company within forty-five (45) days following the date of termination; and

(iii) Such employee benefits, if any, as to which Executive may be entitled under the terms and conditions of the Company's retirement plans or other employee benefit plans as of such termination.

No other compensation or benefits will be due or payable to Executive upon or after any termination expiration of this Agreement, except as expressly provided otherwise in Section 7(b) or as required by law.

(b) Severance Upon Termination Without Cause or Resignation for Good Reason. If (i) the Company terminates this Agreement and employment of Executive other than for Cause, death, Disability or expiration of this Agreement, or (ii) Executive resigns and terminates this Agreement and his employment for Good Reason, then, in addition to all Accrued but Unpaid Compensation payable to Executive hereunder, and conditioned upon and subject to Executive executing and delivering to the Company (and not revoking) a written release of claims in favor of the Company and its Subsidiaries, and each of its respective directors, officers, shareholders, employees, agents, representatives, successors and assigns relating to Executive's employment with the Company and the termination thereof which is reasonably satisfactory in form and substance to the Company ("*Release*"), the Company shall continue to pay to Executive his Base Salary as in effect immediately prior to such termination (the "*Severance Payments*") for such period of time equal to the number of months or partial months remaining during the Term from the date of such termination (the "*Severance Period*"). The Severance Payments shall be payable in accordance with the Company's standard payroll procedures, as such may exist from time to time, commencing with the first payday that occurs at least five (5) business days after the date on which the Release becomes fully effective and is no longer subject to revocation by Executive under the terms thereof, and shall be subject to applicable withholdings.

8. Cooperation. During the Term and thereafter, Executive shall reasonably cooperate with the Company, as reasonably requested by the Company, in any internal investigation or administrative, regulatory or judicial proceeding relating to matters that occurred during the Term.

9. Representations and Warranties. Executive and the Company hereby represent and warrant to the other that: (i) he or it has full power, authority and capacity to execute and deliver this Agreement, and to perform his or its obligations hereunder; (ii) such execution, delivery and performance will not (and with the giving of notice or lapse of time or both would not) result in the breach of any agreements or other obligations to which he or it is a party or he or it is otherwise bound; and (iii) this Agreement constitutes his or its legal, valid and binding obligation, enforceable in accordance with its terms.

## 10. Protection of the Company's Business

(a) Confidentiality. During the Term, and at all times thereafter, Executive shall not, directly or indirectly, divulge or disclose, for any purpose whatsoever, any Confidential Information which has been obtained by or disclosed to Executive as a result of his status as an employee of the Company. "**Confidential Information**" shall mean all information, trade secrets, inventions, data, processes, or other records relating to the Company's or its Subsidiaries' business, financial affairs, or operations, including, but not limited to, information related to past, present or future business plans, strategic plans, technical data, technology, source code, software, product or service requirements, customers, financial information, sales information, product design, research and development, prices and methods of pricing, marketing techniques and plans, unannounced products, product and process information, any rates, analyses, summaries, compilations, studies or other records and any other information which, if disclosed to others, might be competitively detrimental to the Company, whether disclosed in any tangible, written, oral, electronic, visual, or other medium. Confidential Information shall also include all information, know-how, trade secrets, technical data, non-technical data, or other confidential information concerning the operations, projects, organization, business, or finances of the Company or any third party to which the Company owes a duty of confidentiality, in whatever form (whether disclosed in any tangible, written, oral, electronic, visual, or other medium), that Company or any of its representatives learns, generates, or acquires in conjunction with the prospective business or business relationship with the Company.

Notwithstanding the foregoing, Confidential Information shall not include (i) information that is or becomes a part of the public domain; (ii) information that the Executive can reasonably and properly demonstrate was already in his possession prior to receipt from the Company; (iii) information that is required to be disclosed by law or to comply with a subpoena or court order; (iv) information that is required to be disclosed to the Internal Revenue Service or other taxing authority in connection with an audit; or (v) information necessary to enforce any term or provision of this Agreement.

(b) No Hire. At all times during which Executive serves as an employee of the Company and for a period of one (1) year after Executive ceases to be employed by the Company, the Executive shall not, directly or indirectly, solicit for employment or employ any employee of the Company or any of its Subsidiaries, or any individual who was employed by the Company or any of its Subsidiaries within the six-month period immediately prior to the date the Executive's employment terminates. The parties agree that general advertisements directed at the general public shall not be deemed to violate this Section 10(b).

(c) No Solicitation. At all times during which Executive serves as an employee of the Company and for a period of one (1) year after Executive ceases to be employed by the Company, the Executive shall not, directly or indirectly, solicit or attempt to solicit (i) any party who is a customer or client of the Company or its Subsidiaries, who was a customer or client of the Company or its Subsidiaries at any time during the period of time that the Executive was employed by the Company or who is a prospective customer or client that has been identified and targeted by the Company or its Subsidiaries for the purpose of marketing, selling or providing to any such party any services or products offered by or available from the Company or its Subsidiaries, or (ii) any supplier or vendor to the Company or any Subsidiary to terminate, reduce or alter negatively its relationship with the Company or any Subsidiary or in any manner interfere with any agreement or contract between the Company or any Subsidiary and such supplier or vendor. The parties agree that general advertisements directed at the general public shall not be deemed to violate this Section 10(c).

(d) Non-Disparagement. During the Term, and at all times thereafter, each of the parties shall not, and shall not induce others to, disparage the other party hereto, or their past and present officers, directors, employees or products. "**Disparage**" shall mean making comments or statements to the press, the Company's or its Subsidiaries' employees or any individual or entity with whom the Company (or its Subsidiaries) or the Executive, as the case may be, has a business relationship which would adversely affect in any manner (1) the business of each of the parties or its respective subsidiaries or affiliates (including any products or business plans or prospects), or (2) the business reputation of each of the parties or its respective subsidiaries or affiliates, or any of their products, or their past or present officers, directors or employees.

(c) Reformation. In the event any restriction in this Section 10 should ever be deemed to be excessive in duration or scope or is unreasonable or unenforceable under applicable laws, it is the intention of the parties that such restriction may be modified or amended to render it enforceable to the maximum extent permitted by applicable laws. The Executive acknowledges that the restrictive covenants contained in this Section 10 are a condition of this Agreement and are reasonable and valid in temporal scope and in all other respects.

#### 11. Inventions.

(a) Executive acknowledges that Executive's work on and contributions to any documents, programs, designs, methodologies, protocols, inventions, discoveries, innovations, trade secrets, ideas, processes, formulas, data, works of authorship, know-how, improvements, developments, techniques and other expressions in any medium, whether patentable or copyrightable, which have been or will be prepared by Executive, or to which Executive has contributed or will contribute, related to the Company or its Subsidiaries or their respective businesses and in connection with Executive's services to the Company or any of its Subsidiaries, whether before or during the Term (collectively, "*Works*"), are and will be within the scope of Executive's services and part of Executive's duties and responsibilities hereunder. Executive's work on and contributions to the Works will be rendered and made by Executive for, at the instigation of, and under the overall direction of, the Company, and are and at all times shall be regarded, together with the Works, as "work made for hire" as that term is used in the United States copyright laws. However, to the extent that any court or agency should conclude that the Works (or any of them) do not constitute or qualify as a "work made for hire," Executive hereby assigns, grants, and delivers exclusively and throughout the world to the Company all rights, titles, and interests in and to any such Works, and all copies and versions, including all copyrights and renewals. Executive agrees to cooperate with the Company and to execute and deliver to the Company and its successors and assigns, any assignments and documents the Company requests for the purpose of establishing, evidencing, and enforcing or defending its complete, exclusive, perpetual, and worldwide ownership of all rights, titles, and interests of every kind and nature, including all copyrights, in and to the Works, and Executive constitutes and appoints the Company as his agent to execute and deliver any assignments or documents Executive fails or refuses to execute and deliver, this power and agency being coupled with an interest and being irrevocable. Without limiting the preceding provisions of this Section 11, Executive agrees that the Company may edit and otherwise modify, and use, publish and otherwise exploit, the Works in all media and in such manner as the Company, in its sole discretion, may determine.

(b) Executive shall disclose promptly to the Company, and only to the Company, any invention or idea of Executive in any way related to the Company or its Subsidiaries or their businesses and connected with Executive's services, the research or development of the Company or its Subsidiaries or demonstrably anticipated research or development (developed alone or with others), conceived or made during the Term and hereby assigns to the Company any such invention or idea. Executive agrees to cooperate with the Company and sign all papers deemed necessary by the Company to enable the Company to obtain, maintain, protect and defend patents covering such inventions and ideas and to confirm the exclusive ownership by the Company, of all rights in such inventions, ideas and patents, and irrevocably appoints the Company as its agents to execute and deliver any assignments or documents Executive fails or refuses to execute and deliver promptly, this power and agency being coupled with an interest and being irrevocable. This constitutes the Company's written notification that this assignment does not apply to an invention for which no equipment, supplies, facility or trade secret information of the Company was used and which was developed entirely on Executive's own time, unless (i) at the time of conception or reduction to practice, the invention relates directly to the business of the Company or any of its Subsidiaries, or to the Company's or its Subsidiaries' actual or demonstrably anticipated research or development, or (ii) the invention results from any work performed by Executive for the Company or any of its Subsidiaries.

(c) All records, designs, patents, business plans, financial statements, manuals, memoranda, customer lists, customer database, rolodex and other property delivered to or compiled by Executive by or on behalf of the Company or any of its Subsidiaries or representatives, vendors or Customers or potential Customers which pertain to the Company or its Subsidiaries shall be and remain the property of the Company or its Subsidiaries, as applicable, and be subject at all times to its discretion and control. This does not include customer lists, customer databases, rolodex or business card files that were the property of Executive before being hired by the Company, even where they have been used by the Executive for the Company's benefit during the Term. Upon the request of the Company and, in any event, upon the termination of Executive's employment with the Company, Executive shall deliver all such non-excluded materials to the Company. Likewise, all correspondence, reports, records, charts, advertising materials and other similar data pertaining to the business, activities or future plans of the Company or its Subsidiaries which are collected by Executive shall be delivered promptly to the Company without request by it upon termination or expiration of Executive's employment.

12. Employment with Subsidiaries. For purposes of this Agreement, employment with the Company shall include employment with any Subsidiary. "Subsidiary" means any corporation or other entity in which the Company: (i) has a direct or indirect ownership interest of fifty percent (50%) or more of the total combined voting power of the then-outstanding securities or interests of such corporation or other entity entitled to vote generally in the election of directors, or (ii) has the right to receive fifty percent (50%) or more of the distribution of profits or fifty percent (50%) of the assets upon liquidation or dissolution.

13. Miscellaneous.

(a) Assignment; Binding Effect. Executive understands that he has been selected for employment by the Company on the basis of his personal qualifications, experience and skills. Executive agrees, therefore, that he cannot assign all or any portion of his performance under this Agreement. The Company may assign this Agreement, in whole or in part, to any Affiliate of the Company or to any assignee or successor to the Company, whether by merger, consolidation, sale of stock, sale of assets or otherwise, provided, however, that, the Company may not assign this Agreement to a subsidiary without the prior written consent of Executive. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective heirs, legal representatives, successors and assigns.

(b) Complete Agreement; Waiver; Amendment. This Agreement constitutes a single integrated contract expressing the entire agreement of the parties, and supersedes and replaces the Prior Agreement in its entirety and any and all other agreements or offers, whether written or oral, express or implied, between the parties with respect to the subject matter hereof. This Agreement is the final, complete, and exclusive statement of expression of the agreement between the parties with respect to the subject matter hereof, and cannot be varied, contradicted or supplemented by evidence of any prior or contemporaneous oral or written agreements. This Agreement may not be later modified except by a further writing signed by each of the parties, and no term of this Agreement may be waived except by a writing signed by the party waiving the benefit of such term.

(c) Notice. Any notices and other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (a) upon receipt, if delivered personally; (b) upon transmission and confirmation of receipt, if sent by facsimile or email transmission (provided, confirmation of transmission is mechanically or electronically generated and kept on file by the sending party); or (c) one business day after deposit with an overnight courier service, if sent by overnight courier; in each case properly addressed to the party to receive the same. The addresses, facsimile numbers or email addresses for such communications shall be:

if to Executive:

James Trettel  
[\*\*\*]  
Phone: [\*\*\*]  
Email: [\*\*\*]

if to the Company:

Birchtech Corp.  
Attn: Richard MacPherson, CEO  
1810 Jester Drive  
Corsicana, Texas 75109  
Phone: [\*\*\*]  
Email: [\*\*\*]

or to such other address, facsimile number or email address and to the attention of such other person as the recipient party has specified by written notice given to each other party in accordance with this provision.

(d) Waiver of Breach. The waiver by either party of a breach of any provisions of this Agreement by either party shall not operate or be construed as a waiver of any subsequent breach by either party.

(e) Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of Delaware, without reference to the choice of law principles or rules thereof, except to the extent that federal law shall be deemed to apply.

(f) Mediation; Arbitration. Except as otherwise provided in Section 13(g), if a dispute arises from or relates to this Agreement or the breach thereof, and if the dispute cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute by mediation administered by the American Arbitration Association under its Employment Mediation Procedures before resorting to arbitration. The parties further agree that any unresolved controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Employment Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

(g) Equitable Remedies. Executive acknowledges that a breach by Executive of the provisions of Sections 10 and/or 11 will constitute such damage as will be irreparable and the exact amount of which will be impossible to ascertain and, for that reason, agrees that Company will be entitled to an injunction to be issued by any court of competent jurisdiction restraining and enjoining Executive from violating the provisions of such Sections. The right to an injunction shall be in addition to and not in lieu of any other remedy available to Company for such breach or threatened breach, including the recovery of damages from Executive. Executive also expressly acknowledges and agrees that Executive's covenants and agreements in Sections 10 and 11 shall survive this Agreement and continue to be binding upon Executive after the expiration or termination of this Agreement, whether by passage of time or otherwise.

(h) Severability. If any portion of this Agreement is held invalid or inoperative, the other portions of this Agreement shall be deemed valid and operative and, so far as is reasonable and possible, effect shall be given to the intent manifested by the portion held invalid or inoperative.

(i) Section 409A Compliance. The parties intend that all provisions of this Agreement comply with the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the "*Code*") to the extent applicable. No provision of this Agreement shall be operative to the extent that it will result in the imposition of the additional tax described in Code Section 409A. If any provision hereof is reasonably deemed to contradict Section 409A, the parties agree to revise, to the extent practicable, the Agreement as necessary to comply with Section 409A and fulfill the purpose of the voided provision. Nothing in this Agreement shall be interpreted to permit accelerated payment of nonqualified deferred compensation, as defined in Section 409A, or any other payment in violation of the requirements of Section 409A. With respect to reimbursements that constitute taxable income to Executive, no such reimbursements or expenses eligible for reimbursement in any calendar year shall in any way affect the expenses eligible for reimbursement in any other calendar year and Executive's right to reimbursement shall not be subject to liquidation in exchange for any other benefit.

(j) Clawback. All amounts payable under this Agreement that are subject to any policy when paid (whether in existence as of the Effective Date or later adopted) established by the Company providing for clawback or recovery of amounts that were paid to Executive may in fact be subject to clawback or recovery by the Company. The Company will make any determination for clawback or recovery in its sole discretion and in accordance with any applicable law or regulation.

(k) Survival of Obligations. Any rights and obligations that by their nature extend beyond the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.

(l) Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Facsimile or scanned or pdf and e-mailed counterpart signatures to this Agreement shall be acceptable and binding on the parties hereto.

(m) Construction. The headings in this Agreement are for convenience only, are not a part of this Agreement and shall not affect the construction of the provisions of this Agreement. As used in this Agreement, the words “include” and “including”, and variations thereof, shall not be deemed to be terms of limitation but rather will be deemed to be followed by the words “without limitation.” Whenever used in this Agreement, the singular shall include the plural and vice versa. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or the government or judicial authority by reason of such party having or being deemed to have structured or drafted such provision of this Agreement.

(n) Acknowledgement of Full Understanding. Executive acknowledges and agrees that Executive has fully read, understands and voluntarily enters into this Agreement. Executive acknowledges and agrees that he has had an opportunity to ask questions and consult with an attorney of his choice before signing this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

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

BIRCHTECH CORP.

By: /s/ Richard MacPherson

Name: Richard MacPherson

Title: President and Chief Executive Officer

EXECUTIVE:

/s/ James Trettel

James Trettel

[SIGNATURE PAGE TO AMENDED AND RESTATED EMPLOYMENT AGREEMENT]

**Birchtech Announces Appointment of Respected Finance Executive Michael Mioska as Chief Financial Officer**

**CORSICANA, Texas – May 5, 2026** – Birchtech Corp. (NYSE American: BCHT) (TSX: BCHT) (“Birchtech” or the “Company”), a leader in specialty activated carbon technologies for sustainable air and water treatment, today announced the appointment of respected finance executive Michael Mioska, CPA, MBA, as Chief Financial Officer.

Mr. Mioska is a Chartered Professional Accountant with over 20 years of accounting, audit and financial reporting experience in a variety of industries, in both the United States and Canada. Mr. Mioska has been an independent consultant providing finance, financial reporting and M&A advisory-related services to a range of public companies since 2021, including Birchtech since 2023. Prior to that Mr. Mioska worked at a public accounting firm in Vancouver, BC providing similar finance services since 2005. As an independent consultant, Mr. Mioska has acquired considerable experience in finance, governance, regulatory compliance and corporate audits.

Mr. Mioska has worked closely with Birchtech’s finance function, providing him with deep familiarity with the Company’s operations, systems, and strategic priorities.

Mr. Mioska earned a Bachelor of Arts from the University of British Columbia and a Masters of Business Administration from Laurentian University. He is a Chartered Professional Accountant (CPA) in Canada.

**Management Commentary**

“We are pleased to welcome Mike to the Birchtech team as our new Chief Financial Officer,” said Richard MacPherson, President and Chief Executive Officer of Birchtech. “Mike brings the technical expertise, capital markets and M&A discipline, and reporting experience needed to support Birchtech’s next phase of growth. His deep familiarity with our business will enable a seamless transition, and his leadership will be instrumental as we scale our specialty activated carbon and water treatment platforms, execute on our growth strategy, and drive long-term value for our shareholders. I would also like to thank Fiona Fitzmaurice for her dedicated service as our fractional CFO, including her contributions through our uplist to the NYSE American.”

Mioska added: “I am excited to formally join Birchtech at such a pivotal moment in the Company’s growth trajectory. Birchtech has established itself as a leader in specialty activated carbon technologies and is exceptionally well positioned to capture significant opportunities across both air and water treatment markets. I look forward to working closely with Rick and the broader Birchtech team to strengthen our financial operations, support disciplined capital allocation, and deliver sustainable long-term value for our shareholders.”

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**About Bircotech Corp.**

Bircotech Corp. (NYSE American: BCHT) (TSX: BCHT) is a leader in specialty activated carbon technologies delivering innovative solutions for air and water purification to support a cleaner, more sustainable future. The Company provides patented SEA® sorbent technologies for mercury emissions capture for the coal-fired utility sector and SEA disruptive water purification technologies with a specialization on removing contaminants, including 'forever chemicals' such as PFAS, from potable water and industrial wastewater. Backed by a strong intellectual property portfolio and a team of activated carbon experts, Bircotech provides cleaner air to North American communities and is applying this expertise to a novel approach in water purification. To learn more, please visit [www.bircotech.com](http://www.bircotech.com).

**Safe Harbor Statement**

With the exception of historical information contained in this press release, content herein may contain "forward-looking statements" that are made pursuant to the Safe Harbor Provisions of the U.S. Private Securities Litigation Reform Act of 1995 or forward-looking information under applicable Canadian securities laws (collectively, "forward-looking statements"). Forward-looking statements are generally identified by using words such as "anticipate," "believe," "plan," "expect," "intend," "will," and similar expressions, but these words are not the exclusive means of identifying forward-looking statements. Forward-looking statements in this release include statements relating to expected developments and growth in Bircotech's business, including the transition of the Chief Financial Officer role and the expected contributions of Mr. Mioska in that capacity. These statements are based on management's current expectations and are subject to uncertainty and changes in circumstances. Investors are cautioned that forward-looking statements involve risks and uncertainties that could cause actual results to differ materially from the statements made. In addition, this release contains time-sensitive information that reflects management's best analysis only as of the date of this release. Bircotech does not undertake any obligation to publicly update or revise any forward-looking statements to reflect future events, information or circumstances that arise after the date of this release. Further information concerning issues that could materially affect financial performance or other forward-looking statements contained in this release can be found in Bircotech's periodic filings with the Securities and Exchange Commission or Canadian securities regulators.

**Investor Relations Contact**

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