

**RESOLUTION AUTHORIZING AMENDMENT TO BASIC  
DOCUMENTS/MODIFICATION AGREEMENT  
NY MOOERS VI, LLC**

A regular meeting of County of Clinton Industrial Development Agency (the "Agency") was convened in public session in the Clinton County Government Center located at 137 Margaret Street in the City of Plattsburgh, Clinton County, New York on June 17, 2024 at 12:00 o'clock p.m., local time.

The meeting was called to order by the (Vice) Chairperson of the Agency and, upon roll being called, the following members of the Agency were:

**PRESENT:**

Trent Trahan	Chairperson
David Hoover	Vice Chairperson
Michael E. Zurlo	Secretary
Keith Defayette	Treasurer and Chief Financial Officer
John VanNatten	Member
Joey Trombley	Member

**ABSENT:**

Mark Leta	Assistant Secretary
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**AGENCY STAFF PRESENT INCLUDED THE FOLLOWING:**

Molly Ryan	Executive Director
Toni Moffat	Executive Assistant
Dorothy Brunell	Administrative Assistant
Christopher C. Canada, Esq.	Agency Counsel
Shannon E. Wagner, Esq.	Agency Counsel

The following resolution was offered by J. Trombley, seconded by J. VanNatten, to wit:

Resolution No. 06-24-05

**RESOLUTION AUTHORIZING THE EXECUTION BY COUNTY OF CLINTON  
INDUSTRIAL DEVELOPMENT AGENCY OF A CERTAIN MODIFICATION  
AGREEMENT IN CONNECTION WITH THE NY MOOERS VI, LLC PROJECT.**

WHEREAS, County of Clinton Industrial Development Agency (the "Agency") is authorized and empowered by the provisions of Chapter 1030 of Laws of 1969 of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "Enabling Act") and Chapter 225 of the 1971 Laws of New York, as amended, constituting Section 895-f of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act") to promote, develop, encourage and assist in the acquiring, constructing, renovating, improving, maintaining, equipping and furnishing of manufacturing, commercial and industrial facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install one or more “projects” (as defined in the Act) or to cause said projects to be acquired, constructed, reconstructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, pursuant to a closing on October 20, 2022 (the “Closing”), the Agency entered into a lease agreement dated as of October 1, 2022 (the “Lease Agreement”) by and between the Agency and NY Mooers VI, LLC (the “Company”) in connection with a project (the “Project”) consisting of the following: (A) (1) the acquisition of an interest in an approximately 22 - 25 acre parcel of land located on County Route 11 (being a portion of Tax Map No. 43.-1-16.11) in the Town of Mooers, Clinton County, New York (the “Land”), (2) the construction on the Land of up to a 4.484 MWAC community solar photovoltaic facility to include an interconnection line (collectively, the “Facility”) and (3) the acquisition and installation therein and thereon of related fixtures, machinery, equipment and other tangible personal property (collectively, the “Equipment”) (the Land, the Facility, and the Equipment hereinafter collectively referred to as the “Project Facility”), all of the foregoing to constitute a solar farm and other directly and indirectly related activities; (B) the granting of certain “financial assistance” (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from sales and use taxes, real property transfer taxes, mortgage recording taxes and real estate taxes (collectively, the “Financial Assistance”); (B) the granting of certain “financial assistance” (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales taxes, real estate transfer taxes, mortgage recording taxes and real property taxes (collectively, the “Financial Assistance”); and (C) the lease of the Project Facility to the Company pursuant to the Lease Agreement; and

WHEREAS, simultaneously with the execution and delivery of the Lease Agreement (the “Closing”), (A) the Company executed and delivered to the Agency a certain lease to agency dated as of October 1, 2022 (the “Lease to Agency”) by and between the Company, as landlord, and the Agency, as tenant, pursuant to which the Company leased to the Agency a portion of the Land and all improvements now or hereafter located on said portion of the Land (collectively, the “Leased Premises”); (B) the Company and the Agency executed and delivered (1) a certain payment in lieu of tax agreement dated as of October 1, 2022 (the “Payment in Lieu of Tax Agreement”) by and between the Agency and the Company, pursuant to which the Company agreed to pay certain payments in lieu of taxes with respect to the Project Facility, (2) a certain recapture agreement (the “Section 875 GML Recapture Agreement”) by and between the Company and the Agency, required by the Act, regarding the recovery or recapture of certain sales and use taxes; (C) the Agency and the Company executed and delivered the uniform agency project agreement dated as of October 1, 2022 (the “Uniform Agency Project Agreement”) by and between the Agency and the Company relating to the terms of the granting by the Agency of the Financial Assistance to the Company; (D) the Agency filed with the assessor and mailed to the chief executive officer of each “affected tax jurisdiction” (within the meaning of such quoted term in Section 854(16) of the Act) a copy of a New York State Board of Real Property Services Form 412-a (the form required to be filed by the Agency in order for the Agency to obtain a real property tax exemption with respect to the Project Facility under Section 412-a of the Real Property Tax Law) (the “Real Property Tax Exemption Form”) relating to the Project Facility and the Payment in Lieu of Tax Agreement; (E) the Agency executed and delivered to the Company a sales tax exemption letter (the “Sales Tax Exemption Letter”) to ensure the granting of the sales tax exemption which formed a part of the Financial Assistance; (F) the Agency filed with the New York State Department of Taxation and Finance the form entitled “IDA Appointment of Project Operator or Agent for Sales Tax Purposes” (the form required to be filed pursuant to Section 874(9) of the Act) (the “Thirty-Day Sales Tax Report”) (collectively, with the Lease Agreement and the “Basic Documents”); and

WHEREAS, in order to finance a portion of the costs of the Project, the Company obtained a loan in the principal sum of up to \$11,900,000 (the "Loan") from Live Oak Banking Company (the "Lender"), which Loan was secured by a leasehold, subleasehold and sub-subleasehold mortgage, security agreement and fixture filing dated December 16, 2022 (the "Mortgage") from the Agency and the Company to the Lender; and

WHEREAS, subsequent to the Closing, as the Project is nearly complete, the Company was informed that the Project is slightly outside the original lease lines established by the Company and the landowner and between the Company and the Agency, therefore, pursuant to the request (the "Request"), attached hereto as Schedule A, the Company is requesting the Agency to modify the Basic Documents to revise the Exhibit "A" Land descriptions to correct the Land descriptions currently attached to the Basic Documents (the "Modification"); and

WHEREAS, in connection with the Modification, the Company has requested that the Agency enter into a certain modification agreement, by and between the Company and the Agency, substantially in the form attached hereto as Exhibit A (hereinafter referred to as the "Modification Agreement"); and

WHEREAS, pursuant to the Request, the Agency has been informed that the corrected land description does not vary significantly from the land description contained in the Basic Documents, therefore, the Modification is within the scope of the Project on which a public hearing was held and for which was the subject of the SEQRA (defined below) review; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQR Act") and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6 NYCRR Part 617, as amended (the "Regulations" and collectively with the SEQR Act, "SEQRA"), it appears that the Modification constitutes a Type II action under SEQRA;

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF COUNTY OF CLINTON INDUSTRIAL DEVELOPMENT AGENCY, AS FOLLOWS:

Section 1. Based upon an examination of the Modification, the Agency hereby determines that the actions to be taken by the Agency in compliance with the Modification constitute a "Type II action" pursuant to 6 NYCRR 617.5(23), and therefor that, pursuant to 6 NYCRR 617.6(a)(1)(i), the Agency has no further responsibilities under SEQRA with respect to the Modification.

Section 2. Pursuant to the Request, the Agency has determined that the Modification is within the scope of the Project on which a public hearing has been held and for which was the subject of the SEQRA determination.

Section 3. The Agency hereby consents to the Modification and subject to (A) approval of the form of the Modification Agreement by Agency counsel and (B) receipt by the Agency of its administrative fee relating to the Modification and all fees and expenses incurred by the Agency with respect to the Modification, including the fees and expenses incurred by Agency counsel with respect thereto, the Agency hereby authorizes the execution by the Agency of the Modification Agreement.

Section 4. Subject to the satisfaction of the conditions described in Section 3 hereof, the Chairperson (or Vice Chairperson) of the Agency is hereby authorized to execute and deliver the Modification Agreement to the Company, and, where appropriate, the Secretary (or Assistant Secretary) of the Agency is hereby authorized to affix the seal of the Agency thereto and to attest the same, all in

substantially the form thereof presented to this meeting, with such changes, variations, omissions and insertions as the Chairperson (or Vice Chairperson) shall approve, the execution thereof by the Chairperson (or Vice Chairperson) to constitute conclusive evidence of such approval.

Section 5. The officers, employees and agents of the Agency are hereby authorized and directed for and in the name and on behalf of the Agency to do all acts and things required or provided for by the provisions of the Modification Agreement, and to execute and deliver all such additional certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing Resolution and to cause compliance by the Agency with all of the terms, covenants and provisions of the Modification Agreement binding upon the Agency.

Section 6. This Resolution shall take effect immediately.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

Trent Trahan	VOTING	Yes
David Hoover	VOTING	Yes
Joey Trombley	VOTING	Yes
Mark Leta	VOTING	Excused
Keith Defayette	VOTING	Yes
John VanNatten	VOTING	Yes
Michael Zurlo	VOTING	Yes

The foregoing Resolution was thereupon declared duly adopted.

STATE OF NEW YORK        )  
  ) SS.:  
COUNTY OF CLINTON        )

I, the undersigned (Assistant) Secretary of County of Clinton Industrial Development Agency (the “Agency”), DO HEREBY CERTIFY that I have compared the foregoing annexed extract of the minutes of the meeting of the members of the Agency, including the resolution contained therein, held on June 17, 2024 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of such resolution contained therein and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the “Open Meetings Law”), said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this 17<sup>th</sup> day of June, 2024.

  
(Assistant) Secretary

(SEAL)

SCHEDULE A  
REQUEST  
- SEE ATTACHED -

# COUCH WHITE<sup>LLP</sup>

JOSHUA A. SABO, ESQ.

jsabo@couchwhite.com | 518.320.3443 direct | 518.426.0376 fax

June 5, 2024

Trent Tahan, Chairperson  
County of Clinton Industrial Development Agency  
137 Margaret Street, Suite 209  
Plattsburgh, New York 12901

Re: Clinton County IDA – NY Mooers VI, LLC

Dear Chair Tahan,

We are counsel to NY Mooers VI, LLC and its upstream owners. The County of Clinton Industrial Development Agency (“CCIDA”) and NY Mooers VI, LLC (“Company”) entered into a Lease/Leaseback agreement in December of 2022 relating to a leasehold interest in a portion of a certain parcel of land located on County Route 11 in the Town of Mooers upon which a solar project would be constructed.

The solar project is nearly completely constructed. Unfortunately, the project, as-built, is slightly outside of the original lease lines established between the Company and the landowner and between the Company and CCIDA. The Company is seeking to amend the lease lines, but the total area of the leased property will not change.

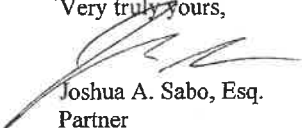
We are requesting CCIDA amend the Lease and Leaseback Agreements with the Company to include the enclosed metes and bounds description in place of the metes and bounds description used in 2022. The Company is also amending the leasehold mortgage to conform to the proposed metes and bounds description and the Company is requesting CCIDA executed the amended mortgage as well.

Please note that both the original lease area and the proposed amended lease area were the subject of the original SEQRA approvals for the solar project relied upon by CCIDA when it originally authorized the agreements with the Company and no additional SEQRA consideration is needed before responding to this request.

The Company is not seeking additional benefits from CCIDA and would not be entitled to additional benefits when these requests are approved. These requests, when granted, will have no impact on the Company’s existing PILOT obligations.

Please feel free to contact me with any questions or concerns about these requests.

Very truly yours,



Joshua A. Sabo, Esq.  
Partner

Cc: Nadene Zeigler

ALBANY, NEW YORK CITY & SARATOGA SPRINGS, NY | HARTFORD, CT  
540 Broadway | PO Box 22222 | Albany, NY 12201 | couchwhite.com

EXHIBIT A  
MODIFICATION AGREEMENT

- SEE ATTACHED -



DRAFT FOR DISCUSSION PURPOSES ONLY  
DATED: JUNE 17, 2024

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COUNTY OF CLINTON INDUSTRIAL DEVELOPMENT AGENCY

AND

NY MOOERS VI, LLC

---

MODIFICATION AGREEMENT

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DATED AS OF JUNE \_\_, 2024

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RELATING TO (A) THE NY MOOERS VI, LLC PROJECT AND (B)  
CERTAIN RELATED DOCUMENTS.

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## MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT dated as of June \_\_\_\_, 2024 is by and between COUNTY OF CLINTON INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation organized and existing under the laws of the State of New York (the "State") having an office for the transaction of business located at 137 Margaret Street, Suite 209, Plattsburgh, New York 12901 (the "Agency") and NY MOOERS VI, LLC, a limited liability company duly organized and validly existing under the laws of the State of New York having an office for the transaction of business located at 140 East 45<sup>th</sup> Street, Suite 32B-1, New York, New York (the "Company").

### WITNESSETH:

WHEREAS, Title 1 of Article 18-A of the General Municipal Law of the State of New York (the "Enabling Act") was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State of New York; and

WHEREAS, the Enabling Act authorizes and provides for the creation of industrial development agencies for the benefit of the several counties, cities, villages and towns in the State of New York (the "State") and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and dispose of land and any building or other improvement, and all real and personal properties, including, but not limited to, machinery and equipment deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial or industrial purposes, in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State and to improve their standard of living; and

WHEREAS, the Enabling Act further authorizes each such agency to lease or sell any or all of its facilities, for the purpose of carrying out any of its corporate purposes and any agreements made in connection therewith, to mortgage and pledge any or all of its facilities, whether then owned or thereafter acquired, and to pledge the revenues and receipts from the lease or sale thereof; and

WHEREAS, the Agency was created, pursuant to and in accordance with the provisions of the Enabling Act, by Chapter 225 of the 1971 Laws of New York, as amended, constituting Section 895-f of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act") and is empowered under the Act to undertake the Project (as hereinafter defined) in order to so advance the job opportunities, health, general prosperity and economic welfare of the people of the State and improve their standard of living; and

WHEREAS, pursuant to a closing on October 20, 2022 (the "Closing"), the Agency entered into a lease agreement dated as of October 1, 2022 (the "Lease Agreement") by and between the Agency and NY Mooers VI, LLC (the "Company") in connection with a project (the "Project") consisting of the following: (A) (1) the acquisition of an interest in an approximately 22 - 25 acre parcel of land located on County Route 11 (being a portion of Tax Map No. 43.-1-16.11) in the Town of Mooers, Clinton County, New York (the "Land"), (2) the construction on the Land of up to a 4.484 MWAC community solar photovoltaic facility to include an interconnection line (collectively, the "Facility") and (3) the acquisition and installation therein and thereon of related fixtures, machinery, equipment and other tangible personal property (collectively, the "Equipment") (the Land, the Facility, and the Equipment hereinafter collectively referred to as the "Project Facility"), all of the foregoing to constitute a solar farm and other directly and indirectly related activities; (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from sales and use taxes, real property transfer taxes, mortgage recording taxes and real estate taxes

(collectively, the “Financial Assistance”); (B) the granting of certain “financial assistance” (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales taxes, real estate transfer taxes, mortgage recording taxes and real property taxes (collectively, the “Financial Assistance”); and (C) the lease of the Project Facility to the Company pursuant to the Lease Agreement; and

WHEREAS, simultaneously with the execution and delivery of the Lease Agreement (the “Closing”), (A) the Company executed and delivered to the Agency a certain lease to agency dated as of October 1, 2022 (the “Lease to Agency”) by and between the Company, as landlord, and the Agency, as tenant, pursuant to which the Company leased to the Agency a portion of the Land and all improvements now or hereafter located on said portion of the Land (collectively, the “Leased Premises”); (B) the Company and the Agency executed and delivered (1) a certain payment in lieu of tax agreement dated as of October 1, 2022 (the “Payment in Lieu of Tax Agreement”) by and between the Agency and the Company, pursuant to which the Company agreed to pay certain payments in lieu of taxes with respect to the Project Facility, (2) a certain recapture agreement (the “Section 875 GML Recapture Agreement”) by and between the Company and the Agency, required by the Act, regarding the recovery or recapture of certain sales and use taxes; (C) the Agency and the Company executed and delivered the uniform agency project agreement dated as of October 1, 2022 (the “Uniform Agency Project Agreement”) by and between the Agency and the Company relating to the terms of the granting by the Agency of the Financial Assistance to the Company; (D) the Agency filed with the assessor and mailed to the chief executive officer of each “affected tax jurisdiction” (within the meaning of such quoted term in Section 854(16) of the Act) a copy of a New York State Board of Real Property Services Form 412-a (the form required to be filed by the Agency in order for the Agency to obtain a real property tax exemption with respect to the Project Facility under Section 412-a of the Real Property Tax Law) (the “Real Property Tax Exemption Form”) relating to the Project Facility and the Payment in Lieu of Tax Agreement; (E) the Agency executed and delivered to the Company a sales tax exemption letter (the “Sales Tax Exemption Letter”) to ensure the granting of the sales tax exemption which formed a part of the Financial Assistance; (F) the Agency filed with the New York State Department of Taxation and Finance the form entitled “IDA Appointment of Project Operator or Agent for Sales Tax Purposes” (the form required to be filed pursuant to Section 874(9) of the Act) (the “Thirty-Day Sales Tax Report”) (collectively, with the Lease Agreement and the “Basic Documents”); and

WHEREAS, in order to finance a portion of the costs of the Project, the Company obtained a loan in the principal sum of up to \$11,900,000 (the “Loan”) from Live Oak Banking Company (the “Lender”), which Loan was secured by a leasehold, subleasehold and sub-subleasehold mortgage, security agreement and fixture filing dated December 16, 2022 (the “Mortgage”) from the Agency and the Company to the Lender; and

WHEREAS, subsequent to the Closing, as the Project is nearly complete, the Company was informed that the Project is slightly outside the original lease lines established by the Company and the landowner and between the Company and the Agency, so the Company is desirous of modifying the terms of the Basic Documents to revise the Exhibit “A” description of the Land in the Basic Documents and requested that the Agency amend the Exhibit “A” descriptions to the correct Land descriptions currently attached to the Basic Documents (the “Modification”) (the “Corrected Description”); and

WHEREAS, by resolution adopted by the members of the Agency on June 17, 2024 (the “Resolution Authorizing Amendment to Basic Documents”), the members of the Agency (A) determined that pursuant to SEQRA, the Modification is a “Type II” action and therefore the Agency has no further responsibilities under SEQRA with respect to the Modification, (B) determined to amend the Basic Documents to insert the Corrected Description as the description is still within the scope of the Project on which a public hearing was previously held and for which was the subject of the SEQRA determination;

and (C) authorized the execution and delivery of this Modification Agreement with respect to the Modification;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREINAFTER CONTAINED, THE PARTIES HERETO HEREBY FORMALLY COVENANT, AGREE AND BIND THEMSELVES AS FOLLOWS, TO WIT:

SECTION 1. DEFINITIONS. Except as otherwise provided herein, all words and terms used herein shall have the respective meanings ascribed thereto in Article I of the Basic Documents.

SECTION 2. MODIFICATION OF BASIC DOCUMENTS. In each of the Basic Documents where there is a Land description attached as Exhibit "A", or as any other exhibit, the Exhibit A (or other exhibit) which reads as attached hereto as Schedule "A" shall be deemed deleted in its entirety and Schedule "B" attached hereto shall be deemed to be inserted in its place.

SECTION 3. PROVISIONS OF MODIFICATION AGREEMENT CONSTRUED WITH THE BASIC DOCUMENTS. All of the covenants, agreements and provisions of this Modification Agreement shall be deemed to be and shall be construed as part of the Basic Documents and vice versa to the same extent as if fully set forth verbatim therein and herein. In the event of any variation or inconsistency between any covenant, agreement or provision contained in any Basic Document and any covenant, agreement or provision contained in this Modification Agreement, such covenant, agreement or provision contained herein shall govern.

SECTION 4. BASIC DOCUMENTS AS AMENDED TO REMAIN IN EFFECT. Except as amended by this Modification Agreement, the Basic Documents shall remain unmodified and in full force and effect and the terms and conditions thereof are hereby confirmed.

SECTION 5. RECORDING. The Agency shall cause this Modification Agreement to be recorded at the expense of the Company in such office or offices as may at the time be provided by law as the proper place or places for the recordation thereof.

SECTION 6. EXECUTION OF COUNTERPARTS. This Modification Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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

COUNTY OF CLINTON INDUSTRIAL  
DEVELOPMENT AGENCY

By: \_\_\_\_\_  
(Vice) Chairperson

NY MOOERS VI, LLC

By: \_\_\_\_\_  
Authorized Officer

STATE OF NEW YORK        )  
  ) :ss.  
COUNTY OF CLINTON        )

On the \_\_\_\_ day of June, in the year 2024, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK        )  
  ) :ss.  
COUNTY OF CLINTON        )

On the \_\_\_\_ day of June, in the year 2024, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public



SCHEDULE A  
PRIOR DESCRIPTION  
- SEE ATTACHED -

**EXHIBIT A-1**

**Description of Property**

County Route 11  
Moocrs, NY  
Tax ID: 43.-1-16.11

**Description of Premises**

All that certain piece or portion of lands of Shanna L. Ashline and Neil A. Ashline, Deed Instrument # 2011-242170, on the westerly side of New York State Route 11, situated in the Town of Moocrs, County of Clinton, State of New York, and being more particularly described as follows:

**COMMENCING** at an "RMS" capped iron rod found at the northwesterly corner of lands now or formerly of Larry L. Ashline, Carol I. Ashline and Jana M. Garrant, Deed Instrument # 2009-222175, which point is in the southerly boundary of lands now or formerly of Bernadette M. Bechard, Deed Instrument # 2017-284540.

Thence turning and running northwesterly along the southerly boundary of said lands now or formerly of Bernadette M. Bechard, N 89°32'44" W a distance of 100.21' to the **POINT OF BEGINNING**.

Thence continuing northwesterly along the southerly boundary of said lands now or formerly of Bernadette M. Bechard, N 89°32'44" W a distance of 1,753.03' to a point in the easterly boundary of lands now or formerly of Rabideau Family Irrevocable Trust, Steven C. Rabideau, Trustee, Judy R. Garrant, Trustee, Carol R. Payne, Trustee, and Caroline R. Cayea, Trustee, Deed Instrument # 2009-222476, which point is the northwesterly corner of the herein described parcel.

Thence turning and running southerly along the easterly boundary of said lands now or formerly of Rabideau Family Irrevocable Trust, Steven C. Rabideau, Trustee, Judy R. Garrant, Trustee, Carol R. Payne, Trustee, and Caroline R. Cayea, Trustee and continuing along the easterly boundary of lands now or formerly of Raymond and Clara Rabideau Irrevocable Trust, Steven C. Rabideau, Trustee, Judy R. Garrant, Trustee, Carol R. Payne, Trustee, and Caroline R. Cayea, Trustee, Deed Instrument # 1998-099975, S 01°08'37" W a distance of 945.38' to the southwest corner of the herein described parcel.

Thence turning and running easterly through said lands of Shanna L. Ashline and Neil A. Ashline, N 89°41'04" E a distance of 1,327.19' to a point.

Thence turning and running northerly and continuing through said lands of Shanna L. Ashline and Neil A. Ashline, N 00°00'00" W a distance of 390.46' to a point.

Thence turning and running easterly and continuing through said lands of Shanna L. Ashline and Neil A. Ashline, N 90°00'00" E a distance of 444.67' to a point.

Thence turning and running northerly and continuing through said lands of Shanna L. Ashline and Neil A. Ashline, N 00°00'00" W a distance of 533.52' to the **POINT OF BEGINNING**.

The above-described portion of land contains 1,471,896.19 sq. ft., or 33.79 acres of land on the westerly side of New York State Route 11.

SCHEDULE B  
CORRECTED DESCRIPTION

- SEE ATTACHED -

**AMENDED LEASE BOUNDARY LEGAL DESCRIPTION**

All that certain piece or portion of lands of Shanna L. Ashline and Neil A. Ashline, and being a portion of "Parcel VI" of Deed Instrument # 2011-242170, on the westerly side of New York State Route 11, situated in the Town of Mooers, County of Clinton, State of New York, and being more particularly described as follows;

**COMMENCING** at an "RMS" capped iron rod found at the northwesterly corner of lands now or formerly of Larry L. Ashline, Carol I. Ashline and Jana M. Garrant, Deed Instrument # 2009-222175, which point is in the southerly boundary of lands now or formerly of Bernadette M. Bechard, Deed Instrument # 2017-284540.

Thence turning and running northwesterly along the southerly boundary of said lands now or formerly of Bernadette M. Bechard, N 89°32'44" W a distance of 100.21' to the **POINT OF BEGINNING**.

Thence continuing northwesterly along the southerly boundary of said lands now or formerly of Bernadette M. Bechard, N 89°32'44" W a distance of 1,753.03' to a point in the easterly boundary of lands now or formerly of Rabideau Family Irrevocable Trust, Steven C. Rabideau, Trustee, Judy R. Garrant, Trustee, Carol R. Payne, Trustee, and Caroline R. Cayea, Trustee, Deed Instrument # 2009-222476, which point is the northwesterly corner of the herein described parcel.

Thence turning and running southerly along the easterly boundary of said lands now or formerly of Rabideau Family Irrevocable Trust, Steven C. Rabideau, Trustee, Judy R. Garrant, Trustee, Carol R. Payne, Trustee, and Caroline R. Cayea, Trustee and continuing along the easterly boundary of lands now or formerly of Raymond and Clara Rabideau Irrevocable Trust, Steven C. Rabideau, Trustee, Judy R. Garrant, Trustee, Carol R. Payne, Trustee, and Caroline R. Cayea, Trustee, Deed Instrument # 1998-099975, S 01°08'37" W a distance of 898.47' to the southwest corner of the herein described parcel.

Thence turning and running easterly through said lands of Shanna L. Ashline and Neil A. Ashline, N 89°41'04" E a distance of 1,326.25' to a point.

Thence turning and running northerly and continuing through said lands of Shanna L. Ashline and Neil A. Ashline, N 00°00'00" W a distance of 247.51' to a point.

Thence turning and running easterly and continuing through said lands of Shanna L. Ashline and Neil A. Ashline, N 90°00'00" E a distance of 574.67' to a point.

Thence turning and running northerly and continuing through said lands of Shanna L. Ashline and Neil A. Ashline, N 00°00'00" W a distance of 150.00' to a point.

Thence turning and running westerly and continuing through said lands of Shanna L. Ashline and Neil A. Ashline, S 90°00'00" W a distance of 130.00' to a point.

Thence turning and running northerly and continuing through said lands of Shanna L. Ashline and Neil A. Ashline, N 00°00'00" W a distance of 479.57' to the **POINT OF BEGINNING**.

The above-described portion of land contains 1,471,897.75 sq. ft., or 33.79 acres of land on the westerly side of New York State Route 11.