

Please print out the pdf pages single-sided, sign (in the presence of a notary, where required) and provide executed pdf copies back via email to Kevin, Carly and Stephanie along with hard copies to follow overnight to our office.

IN WITNESS WHEREOF, the undersigned has hereunto set his official signature of the Agency as of the date first set forth above.

WYOMING COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

By: James Pierce  
Name: James Pierce  
Title: Executive Director

IN WITNESS WHEREOF, the undersigned has hereunto set his official signature of the Agency as of the date first set forth above.

WYOMING COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

By: James Pierce  
Name: James Pierce  
Title: Executive Director

IN WITNESS WHEREOF, the undersigned has hereunto set his official signature of the Agency as of the date first set forth above.

WYOMING COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

By: James Pierce  
Name: James Pierce  
Title: Executive Director

[signature page to Agency General Certificate]

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WYOMING COUNTY  
INDUSTRIAL DEVELOPMENT AGENCY

AND

ALLE-CATT WIND ENERGY LLC

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AGENCY LEASE AGREEMENT

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Dated as of February \_\_, 2025

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(2025 Alle-Catt Wind Energy LLC Project)

IN WITNESS WHEREOF, the Agency and the Company have duly executed this Agreement, as of the day and year first above written.

WYOMING COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

By: James Pierce  
Name: James Pierce  
Title: Executive Director

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

On the 21<sup>st</sup> day of February, in the year 2025, before me, personally appeared James Pierce, 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 executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

Robin L. Marschlok  
Notary Public

Robin L. Marschlok  
Notary Public, State of New York  
Steuben County, #01MA6230381  
Commission Expires 11 - 01 - 26



IN WITNESS WHEREOF, the Agency and the Company have duly executed this Agreement, as of the day and year first above written.

WYOMING COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

By: James Pierce  
Name: James Pierce  
Title: Executive Director

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

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Robin L. Marschlok  
Notary Public, State of New York  
Steuben County, #01MA6230381  
Commission Expires 11 - 01 - 26

---

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**ALLE-CATT WIND ENERGY LLC**

**AND**

**WYOMING COUNTY  
INDUSTRIAL DEVELOPMENT AGENCY**

---

**COMPANY LEASE**

---

**Dated as of February \_\_, 2025**

---

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**(2025 Alle-Catt Wind Energy LLC Project)**

WYOMING COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

By: James Pierce  
Name: James Pierce  
Title: Executive Director

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

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Steuben County, #01MA6230381  
Commission Expires 11-01-26

WYOMING COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

By: James Pierce  
Name: James Pierce  
Title: Executive Director

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

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Steuben County, #01MA6230381  
Commission Expires 11 - 01 - 26

WYOMING COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

By: James Pierce  
Name: James Pierce  
Title: Executive Director

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

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Robin L. Marschlok  
Notary Public

Robin L. Marschlok  
Notary Public, State of New York  
Steuben County, #01MAG230381  
Commission Expires 11 - 01 - 26

MEMORANDUM OF LEASE AGREEMENT

The undersigned, WYOMING COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a corporate governmental agency, duly organized and existing under the laws of the State of New York, having its principal office at 36 Center Street, Suite D, Warsaw, New York 14569, as Lessor, and ALLE-CATT WIND ENERGY LLC, as Lessee, entered into a certain Agency Lease Agreement for the lease of real property and personal property, dated as of February \_\_, 2025 (the "Agency Lease Agreement").

Such Agency Lease Agreement covers that certain wind turbine electric generating facility and related improvements, as more particularly described in Exhibit A attached hereto and made a part hereof (the "Improvements"), to be located upon the real property more particularly described in Exhibit B attached hereto and made a part hereof (the "Premises"), along with the equipment and personal property described in Exhibit C attached hereto and made a part hereof (together with the improvements, the "Project"). For the avoidance of doubt, the leased Project specifically excludes any interest in the Premises.

Such Agency Lease Agreement provides for the rental of the Project from the Lessor and for the payment by the Lessee of rent payable pursuant to such Lease Agreement over a lease term expiring \_\_\_\_\_, 20\_\_, or such earlier date as is permitted by the Agency Lease Agreement.

The Lessee has the obligation to purchase the Project for Ten and 00/100 Dollars (\$10.00) upon expiration or termination of the lease term.

A copy of the Agency Lease Agreement is available for public inspection at the office of the Lessor.

**[Balance of page intentionally left blank]**

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Memorandum of Lease Agreement to be executed in their respective names, as of the day and year first above written.

WYOMING COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

By: James Pierce  
Name: James Pierce  
Title: Executive Director

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

On the 21<sup>st</sup> day of February, 2025 before me, the undersigned, personally appeared James Pierce, 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 executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Robin L. Marschilok  
Notary Public

Robin L. Marschilok  
Notary Public, State of New York  
Steuben County, #01MA6230381  
Commission Expires 11-01-26

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Memorandum of Lease Agreement to be executed in their respective names, as of the day and year first above written.

WYOMING COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

By: James Pierce  
Name: James Pierce  
Title: Executive Director

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

On the 21<sup>st</sup> day of February, 2025 before me, the undersigned, personally appeared James Pierce, 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 executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

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Notary Public

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Notary Public, State of New York  
Steuben County, #01MA6230381  
Commission Expires 11-01-26

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Memorandum of Lease Agreement to be executed in their respective names, as of the day and year first above written.

WYOMING COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

By: James Pierce  
Name: James Pierce  
Title: Executive Director

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

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Robin L. Marschilok  
Notary Public

Robin L. Marschilok  
Notary Public, State of New York  
Steuben County, #01MA6230381  
Commission Expires 11-01-26

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

WYOMING COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

By: James Pierce  
Name: James Pierce  
Title: Executive Director

ALLE-CATT WIND ENERGY LLC

By: \_\_\_\_\_  
Name: Michael Kaplan  
Title: Vice President

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

WYOMING COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

By: James Pierce  
Name: James Pierce  
Title: Executive Director

ALLE-CATT WIND ENERGY LLC

By: \_\_\_\_\_  
Name: Michael Kaplan  
Title: Vice President

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

WYOMING COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

By: James Pierce  
Name: James Pierce  
Title: Executive Director

ALLE-CATT WIND ENERGY LLC

By: \_\_\_\_\_  
Name: Michael Kaplan  
Title: Vice President

MEMORANDUM OF COMPANY LEASE

The undersigned, ALLE-CATT WIND ENERGY LLC, as Lessor, and WYOMING COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a corporate governmental agency, duly organized and existing under the laws of the State of New York, having its principal office at 36 Center Street, Suite D, Warsaw, New York 14569, as Lessee, entered into a certain Company Lease for the lease of real property and personal property, dated as of February \_\_, 2025 (the "Company Lease").

Such Company Lease covers that certain wind turbine electric generating facility and related improvements, as more particularly described in Exhibit A attached hereto and made a part hereof (the "Improvements"), to be located upon the real property more particularly described in Exhibit B attached hereto and made a part hereof (the "Premises"), along with the equipment and personal property described in Exhibit C attached hereto and made a part hereof (together with the Improvements, the "Project"). For the avoidance of doubt, the leased Project specifically excludes any interest in the Premises.

Such Company Lease provides for the rental of the Project from the Lessor to Lessee over a lease term expiring \_\_\_\_\_, 20\_\_, or such earlier date as is permitted by the Company Lease.

The Lessor and the Lessee have the obligation to enter into a termination of the Company Lease upon expiration or termination of the lease term and the Lessee has the option to terminate the Company Lease upon payment of Ten and 00/100 Dollars (\$10.00) at any time during the Lease term.

A copy of the Company Lease is available for public inspection at the office of the Lessee.

**[Balance of page intentionally left blank]**

WYOMING COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

By: James Pierce  
Name: James Pierce  
Title: Executive Director

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

On the 21<sup>st</sup> day of February, 2025 before me, the undersigned, personally appeared James Pierce, 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 executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Robin L. Marschilok  
Notary Public

Robin L. Marschilok  
Notary Public, State of New York  
Steuben County, #01MA6230381  
Commission Expires 11-01-26

WYOMING COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

By: James Pierce  
Name: James Pierce  
Title: Executive Director

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

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Commission Expires 11-01-26

WYOMING COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

By: James Pierce  
Name: James Pierce  
Title: Executive Director

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

On the 21<sup>st</sup> day of February, 2025 before me, the undersigned, personally appeared James Pierce, 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 executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

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Notary Public, State of New York  
Steuben County, #01MA6230381  
Commission Expires 11 - 01 - 26

By: James Pierce  
Name: James Pierce  
Title: Executive Director

Sworn to before me this  
21<sup>st</sup> day of February, 2025

Robin L. Marschilok  
Notary Public

Robin L. Marschilok  
Notary Public, State of New York  
Steuben County, #01MA6230381  
Commission Expires 11 - 01 - 26

By: James Pierce  
Name: James Pierce  
Title: Executive Director

Sworn to before me this  
21<sup>st</sup> day of February, 2025

Robin L. Marschilok  
Notary Public

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Notary Public, State of New York  
Steuben County, #01MA6230381  
Commission Expires 11-01-26

**WYOMING COUNTY INDUSTRIAL DEVELOPMENT AGENCY**

**AND**

**ALLE-CATT WIND ENERGY LLC**

**(collectively, the Mortgagor)**

**TO**

**WYOMING COUNTY INDUSTRIAL DEVELOPMENT AGENCY, as Mortgagee  
(on behalf of Wyoming County, New York; Town of Arcade, New York; and  
Pioneer Central School District)**

**(collectively, the Mortgagee)**

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**PILOT MORTGAGE AGREEMENT**

**Securing a Principal Indebtedness of \$[\_\_\_\_\_]**

**Dated as of \_\_\_\_\_, 2025**

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The lien created by this PILOT Mortgage Agreement (the "PILOT Mortgage") shall be subject and subordinate to the lien of the mortgage securing the construction financing of the Facility, and granted to The Bank of New York Mellon Trust Company, N.A. and dated on or about \_\_\_\_\_, 2025 (the "Mortgage"), and all supplements, consolidations, modifications, assessments, confirmations, splitters amendments and restatements thereof given by the Mortgagor, in favor of any lender or any successor lender and other lending institutions which become parties to the Mortgage, or the refinancing of the Mortgage, however, said subordination of the lien of this PILOT Mortgage is expressly conditioned upon the payment obligations hereunder having a priority right of payment over amounts payable under the Mortgage.

This PILOT Mortgage may be discharged by the Wyoming County Industrial Development Agency, acting alone and in accordance with paragraph 25 of this Mortgage.

Dated as of: \_\_\_\_\_, 2025

SBL Nos.: **See Exhibit A**

**RECORD AND RETURN TO:**

Hurwitz Fine P.C.  
424 Main Street, Suite 1300

**WYOMING COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY**

By: James Pierce  
Name: James Pierce  
Title: Executive Officer

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

On the 21<sup>st</sup> day February, 2025, before me, the undersigned, personally appeared **JAMES PIERCE**, 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 executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Robin L. Marschilok  
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Notary Public, State of New York  
Steuben County, #01MA6230381  
Commission Expires 11-01-26

**WYOMING COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY**

By: James Pierce  
Name: James Pierce  
Title: Executive Officer

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

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Steuben County, #01MA6230381  
Commission Expires 11 - 01 - 26

**WYOMING COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY**

By: James Pierce  
Name: James Pierce  
Title: Executive Officer

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

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Commission Expires 11-01-26

By: James Pierce  
Name: James Pierce  
Title: Executive Director

Sworn to before me this  
21<sup>st</sup> day of February, 2025

Robin L. Marschilok  
Notary Public

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Notary Public, State of New York  
Steuben County, #01MA6230381  
Commission Expires 11 - 01 - 26

By: James Pierce  
Name: James Pierce  
Title: Executive Director

Sworn to before me this  
21<sup>st</sup> day of February 2025

Robin L. Marschlok  
Notary Public

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Notary Public, State of New York  
Steuben County, #01MA6230381  
Commission Expires 11 - 01 - 26

By: James Pierce  
Name: James Pierce  
Title: Executive Director

Sworn to before me this  
21<sup>st</sup> day of February 2025

Robin L. Marschilok  
Notary Public

Robin L. Marschilok  
Notary Public, State of New York  
Steuben County, #01MA6230381  
Commission Expires 11-01-26

WYOMING COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

By: James Pierce  
Name: James Pierce  
Title: Executive Director

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

On the 2<sup>nd</sup> day of February, in the year 2025, before me, the undersigned, personally appeared James Pierce, 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 executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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Steuben County, #01MA6230381  
Commission Expires 11-01-26

WYOMING COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

By: James Pierce  
Name: James Pierce  
Title: Executive Director

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

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WYOMING COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

By: James Pierce  
Name: James Pierce  
Title: Executive Director

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

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Commission Expires 11-01-26

WYOMING COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

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Name: James Pierce  
Title: Executive Director

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

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Steuben County, #01MA6230381  
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WYOMING COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

By: James Pierce  
Name: James Pierce  
Title: Executive Director

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

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Steuben County, #01MA6230381  
Commission Expires 11-01-26

WYOMING COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

By: James Pierce  
Name: James Pierce  
Title: Executive Director

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

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Notary Public

Robin L. Marschilok  
Notary Public, State of New York  
Steuben County, #01MA6230381  
Commission Expires 11-01-26

## PAYMENT IN LIEU OF TAX AGREEMENT

THIS PAYMENT IN LIEU OF TAX AGREEMENT ("PILOT Agreement"), dated as of \_\_\_\_\_, 2025, is by and between WYOMING COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation duly existing under the laws of the State of New York (the "Agency") and ALLE-CATT WIND ENERGY LLC, a limited liability company duly formed, validly existing and in good standing under the laws of the State of Delaware (the "Company").

### RECITALS:

A. The Agency is authorized under the laws of the State of New York, and in particular the New York State Industrial Development Agency Act, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended, and Section 901-b of the General Municipal Law, as amended (collectively, the "Act"), to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial and research facilities and thereby advance the job opportunities, general prosperity and economic welfare of the people of the State of New York and to improve their prosperity and standard of living.

B. The Company submitted an application to the Agency, as subsequently amended (collectively, the "Application") requesting the Agency's assistance with a certain project (the "Project") consisting of: (i) the construction and operation of a 45 megawatt (MW) AC wind turbine electric generating facility comprised of nine (9) wind turbines, electrical substation improvements and associated appurtenances, and related improvements (collectively, the "Improvements") and acquisition thereof by the Agency of a leasehold interest in the Improvements to be located at twenty-one (21) tax parcels identified on Schedule A attached hereto (the "Project Parcels" or the "Premises"); and (ii) the acquisition of and installation in and around the Improvements by the Company of machinery, equipment, fixtures and other items of tangible personal property (the "Equipment" and, collectively with, the Improvements, the "Facility").

C. As part of the Company's Application to the Agency, the Company requested that the Agency consider a deviation from the Agency's Uniform Tax Exemption Policy to allow for a payment-in-lieu-of-tax agreement to utilize a per-MW payment structure and provide twenty (20) years of real property tax abatement for the Improvements (the "PILOT Deviation").

D. The Agency approved the PILOT Deviation and authorized a fixed annual PILOT payment of \$2,290 per megawatt (MW) AC with respect to the Facility's 45 MW nameplate capacity for a term of up to twenty (20) years, increasing annually by one percent (1%).

E. In order to induce the Company to acquire, renovate, construct and equip the Facility, the Agency is willing to accept a leasehold interest in the Facility pursuant to the terms and conditions of a certain Company Lease to be dated on or about the date hereof (the "Company Lease") and lease the Facility back to the Company pursuant to the terms and conditions of a certain Agency Lease Agreement to be dated on or about the date hereof (the "Agency Lease Agreement").

F. Pursuant to Section 874(1) of the Act, the Agency is exempt from the payment of taxes







**Schedule C – Credit Line Mortgage Certificate** (Tax Law Article 11)

Complete the following only if the interest being transferred is a fee simple interest.

This is to certify that: (mark an X in the appropriate box)


1.  The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2.  The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
  - a.  The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
  - b.  The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
  - c.  The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
  - d.  The maximum principal amount secured by the credit line mortgage is \$3 million or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

**Note:** for purposes of determining whether the maximum principal amount secured is \$3 million or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

- e.  Other (attach detailed explanation).
3.  The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
  - a.  A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
  - b.  A check has been drawn payable for transmission to the credit line mortgagee or mortgagee's agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
4.  The real property being transferred is subject to an outstanding credit line mortgage recorded in \_\_\_\_\_ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is \_\_\_\_\_. No exemption from tax is claimed and the tax of \_\_\_\_\_ is being paid herewith. (Make check payable to county clerk where deed will be recorded.)

**Signature (both the grantors and grantees must sign)**

The undersigned certify that the above information contained in Schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of their knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

Grantor signature	Title	 Grantee signature James Pierce	Executive Director Title
Grantor signature	Title	Grantee signature	Title

**Reminder:** Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you marked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place? If no recording is required, send this return and your check(s), made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

**Schedule C – Credit Line Mortgage Certificate** (Tax Law Article 11)

Complete the following only if the interest being transferred is a fee simple interest.


This is to certify that: (mark an X in the appropriate box)

1.  The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2.  The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
  - a  The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
  - b  The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
  - c  The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
  - d  The maximum principal amount secured by the credit line mortgage is \$3 million or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

**Note:** for purposes of determining whether the maximum principal amount secured is \$3 million or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.
- e  Other (attach detailed explanation).
3.  The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
  - a  A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
  - b  A check has been drawn payable for transmission to the credit line mortgagee or mortgagee's agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
4.  The real property being transferred is subject to an outstanding credit line mortgage recorded in \_\_\_\_\_ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is \_\_\_\_\_. No exemption from tax is claimed and the tax of \_\_\_\_\_ is being paid herewith. (Make check payable to county clerk where deed will be recorded.)

**Signature (both the grantors and grantees must sign)**

The undersigned certify that the above information contained in Schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of their knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

 _____ Grantor signature	Exec. Director _____ Title	_____ Grantee signature	_____ Title
_____ Grantor signature	_____ Title	_____ Grantee signature	_____ Title

**Reminder:** Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you marked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place? If no recording is required, send this return and your check(s), made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

By: James Pierce  
Name: James Pierce  
Title: Executive Director

Sworn to before me this  
21<sup>st</sup> day of February, 2025

Robin L. Marschilok  
Notary Public

Robin L. Marschilok  
Notary Public, State of New York  
Steuben County, #01MA6230381  
Commission Expires 11 -01 -26

By: James Pierce  
Name: James Pierce  
Title: Executive Director

Sworn to before me this  
21<sup>st</sup> day of February, 2025,  
Roni L Marschlok  
Notary Public

c. Municipal Corporations to which payments will be made

	YES	NO
County <u>Wyoming</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Town/city <u>Arcade</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Village _____	<input type="checkbox"/>	<input type="checkbox"/>
Sch. dist. <u>Pioneer</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

d. Person or entity responsible for payment

Name Alle-Catt Wind Energy LLC  
 Title \_\_\_\_\_  
 Address One S. Wacker Dr., Ste 1800  
Chicago, IL 60606  
 Telephone \_\_\_\_\_

e. Is the IDA the owner of the property? Yes  No (circle one)  
If "No" identify owner and explain IDA rights or interest in an attached statement.

6. Is the property receiving or has the property ever received any other exemption from real property taxation? (check one)  Yes  No

If yes, list the statutory exemption reference and assessment roll year on which granted:  
exemption \_\_\_\_\_ assessment roll year \_\_\_\_\_

7. A copy of this application, including all attachments, has been mailed or delivered on \_\_\_\_\_ (date) to the chief executive official of each municipality, within which the project is located as indicated in Item 3.

**CERTIFICATION**

I, James Pierce, Executive Director of  
 Name Title  
Wyoming County Industrial Development Agency hereby certify that the information  
 Organization  
 on this application and accompanying papers constitutes a true statement of facts.

2/21/25  
Date

James Pierce  
Signature

\_\_\_\_\_ FOR USE BY ASSESSOR \_\_\_\_\_

1. Date application filed \_\_\_\_\_

2. Applicable taxable status date \_\_\_\_\_

3a. Agreement (or extract) date \_\_\_\_\_

3b. Projected exemption expiration (year) \_\_\_\_\_

4. Assessed valuation of parcel in first year of exemption \$ \_\_\_\_\_

5. Special assessments and special ad valorem levies for which the parcel is liable:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Assessor's signature

c. Municipal Corporations to which payments will be made

	County	<u>Wyoming</u>	YES	NO
			<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Town/city	<u>Arcade</u>	YES	NO
			<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Village	_____	YES	NO
			<input type="checkbox"/>	<input type="checkbox"/>
	Sch. dist.	<u>Pioneer</u>	YES	NO
			<input checked="" type="checkbox"/>	<input type="checkbox"/>

d. Person or entity responsible for payment

Name Alle-Catt Wind Energy LLC

Title \_\_\_\_\_

Address One S. Wacker Dr., Ste 1800  
Chicago, IL 60606

Telephone \_\_\_\_\_

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**CERTIFICATION**

I, James Pierce, Executive Director of Wyoming County Industrial Development Agency hereby certify that the information on this application and accompanying papers constitutes a true statement of facts.

2/21/25  
Date

James Pierce  
Signature

FOR USE BY ASSESSOR

1. Date application filed \_\_\_\_\_
2. Applicable taxable status date \_\_\_\_\_
- 3a. Agreement (or extract) date \_\_\_\_\_
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4. Assessed valuation of parcel in first year of exemption \$ \_\_\_\_\_
5. Special assessments and special ad valorem levies for which the parcel is liable:  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Assessor's signature

c. Municipal Corporations to which payments will be made

County	<u>Wyoming</u>	YES	NO
		<input checked="" type="checkbox"/>	<input type="checkbox"/>
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Village	_____	<input type="checkbox"/>	<input type="checkbox"/>
Sch. dist.	<u>Pioneer</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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Date

James Pierce  
Signature

FOR USE BY ASSESSOR

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- 2. Applicable taxable status date \_\_\_\_\_
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- 4. Assessed valuation of parcel in first year of exemption \$ \_\_\_\_\_
- 5. Special assessments and special ad valorem levies for which the parcel is liable:  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Assessor's signature