

After recording return to:

Green Community Development LLC
c/o Nexamp Solar, LLC
101 Summer Street, Floor 2
Boston, MA 02110

**FIRST AMENDMENT TO MEMORANDUM
OF LAND LEASE AND EASEMENT AGREEMENT**

THIS FIRST AMENDMENT TO MEMORANDUM OF LAND LEASE AND EASEMENT AGREEMENT (this "Amendment") is made as of the ____ day of _____, 2026, by and between THE TOWN OF HALFMOON, a municipal subdivision of the State of New York, with an address of 2 Halfmoon Town Plaza, Halfmoon, NY 12065 ("Owner"), and GREEN COMMUNITY DEVELOPMENT LLC, a New York limited liability with an address of c/o Nexamp Solar, LLC, 101 Summer Street, Floor 2, Boston, MA 02110 ("Lessee").

RECITALS:

A. Owner and Grantee entered into that certain Land Lease and Easement Agreement dated December 11, 2025 (the "Original Agreement"), as evidenced by that certain Memorandum of Land Lease and Easement Agreement by and between Owner and Grantee, dated December 11, 2025, and recorded December 12, 2025 in the Public Records of Saratoga County, New York as Document No. 2025033651 (the "Memorandum").

B. Owner and Grantee entered into that certain First Amendment to Land Lease and Easement Agreement dated _____, 2026 (the "Amended Agreement," and together with the Original Agreement, the "Agreement").

C. Lessor and Lessee desire to amend the Memorandum as set forth below.

NOW THEREFORE, Owner and Grantee agree and state as follows:

AGREEMENT

1. **Agreement Term.** The last two sentences of Section 2 of the Memorandum are hereby deleted in their entirety and replaced with the following:

"Unless Grantee elects to extend the Construction Term or the parties otherwise mutually agree to extent the Term, the Development Term and Construction Term of the Agreement

shall expire four (4) years after the Effective Date, unless terminated sooner in accordance with the Agreement. Provided that Grantee has not fully surrendered or terminated the Agreement, the Operation Term shall commence on the Commercial Operation Date and the Term shall automatically extend to the thirty-five (35) year anniversary date of the Commercial Operation Date. The Term of the Agreement shall terminate no later than forty-nine (49) years from the Agreement Effective Date.”

2. **Successors and Assigns.** The terms of this Amendment are covenants running with the land and inure to the benefit of, and are binding upon, Owner and Grantee and their respective successors and assigns, including all subsequent owners of all or any portion of the Property. References herein to Owner and Grantee include their respective successors and assigns.

3. **Full Force and Effect.** Except as specifically set forth herein, the Memorandum shall remain unmodified and in full force and effect.

[Signatures Page Follows]

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective as of the date first written above.

GRANTEE:

GREEN COMMUNITY DEVELOPMENT LLC,
a New York limited liability company

By: _____

Name:

Title:

STATE OF NEW YORK)
COUNTY OF) ss:

On the ____ day of _____ in the year 2026, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

Notary Public

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective as of the date first written above.

OWNER:

TOWN OF HALFMOON,
a municipal subdivision of the State of New York

By: _____
Name:
Title:

STATE OF NEW YORK)
COUNTY OF) ss:

On the ____ day of _____ in the year 2026, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

Notary Public