

SECOND AMENDMENT
WHITE HAWK ECOVILLAGE COMMUNITY, INC.
WHITE HAWK LANE, ITHACA, NEW YORK 14850

The Offering Plan for the above-noted cooperative, accepted for filing June 11, 2019 (the “**Offering Plan**”), is hereby amended as follows:

1. This is the Second Amendment (the “**Second Amendment**”) to the Offering Plan for the White Hawk Ecovillage Community, Inc. A prior amendment to this Offering Plan (the “**First Amendment**”) was accepted for filing by the Department of Law as of July 5, 2022.
2. This Second Amendment discloses the following material changes to the Offering Plan:
 - a. Sponsor has sold 200 shares of the Cooperative to Catharine A. Conley and delivered to the purchaser proprietary ground leases for Lots 15 and 16.
 - b. Sponsor has sold 100 shares of the Cooperative to Habitat for Humanity of Tompkins and Cortland County, Inc. (“**Habitat**”) and delivered to Habitat a proprietary ground lease for Lot 30 (the “**Habitat Lot**”). Habitat secured grant funding to subsidize the purchase price of the Habitat Lot.
3. 1000 shares of the Cooperative remain unsold and owned by Red Tail, LLC (the “**Sponsor**”), which are appurtenant to Lots 17, 18, 19, 20, 21, 23, 25, 26, 27, and 28.
4. All improvements intended to be constructed by the Sponsor have been completed. Construction on the home to be constructed on the Habitat Lot (the “**Habitat Home**”) has not yet begun. Habitat has secured grant funding to subsidize the construction costs of Habitat Home.
5. The Sponsor ceded control of the Board of Directors to the members of the Cooperative immediately upon the filing of the Offering Plan on June 11, 2019.
6. The Sponsor currently owns unsold shares in the aggregate exceeding 10 percent (10%) of all Cooperative shares.
7. The total aggregate monthly maintenance payments for fiscal year 2023 for all Lots appurtenant to the unsold shares is \$1,711.60.
8. No Lots appurtenant to unsold shares owned by Sponsor are occupied by tenants.
9. The Sponsor has no financial obligations to the Cooperative (other than payment of monthly assessments for unsold shares) which will become due within twelve (12) months of the date of this Second Amendment.
10. No unsold shares have been pledged as collateral for loan(s) or other security for financing arrangement.

11. Monthly maintenance payments for the units appurtenant to the unsold shares are made using cash available from Sponsor's existing assets.
12. The Sponsor is current on all financial obligations to the cooperative, which includes only the payment of monthly assessments on unsold shares.
13. The Sponsor and the principals of the Sponsor do not own more than 10 percent (10%) of the shares or units of any cooperative, condominiums or homeowners' associations, other than White Hawk Ecovillage Cooperative.
14. The current budget of the Cooperative is annexed hereto as Exhibit A.
15. The audited financial statements of the Cooperative for fiscal year 2022 are not available as of the date of this Second Amendment's acceptance for filing; however, prospective purchasers may inquire with the Cooperative's Board of Directors regarding the availability of the 2022 audited financial statements and, if available, may request a copy for review.

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IN WITNESS WHEREOF, Sponsor hereby executes this Affidavit under the pains and penalties of perjury on this 19th day of December, 2022.

Sponsor:
Red Tail, LLC


By: 

Name: Cynthia Katz
Title: Vice-President

By: 

Name: Rebecca Irish
Title: Vice-President

Principal: Mark Pruce



Principal: Kartik Sribarra



STATE OF NEW YORK)
COUNTY OF TOMPKINS) ss:


On the 19th day of December in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared **Rebecca Irish**, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

Reka A. Wells
Notary Public, State of New York
No. 01WEG163485
Certified in Tompkins County
Term Expires March 26, 20 23

STATE OF NEW YORK)
COUNTY OF TOMPKINS) ss:

On the 19th day of December in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared **Cynthia Katz**, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

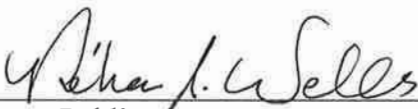


Notary Public

Reka A. Wells
Notary Public, State of New York
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Certified in Tompkins County
Term Expires March 26, 2023

STATE OF NEW YORK)
COUNTY OF TOMPKINS) ss:

On the 19th day of December in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared **Mark Pruce**, 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.



Notary Public

Reka A. Wells
Notary Public, State of New York
No. 01WEG163485
Certified in Tompkins County
Term Expires March 26, 2023

STATE OF NEW YORK)
COUNTY OF TOMPKINS) ss:

On the 19th day of December in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared **Kartik Sribarra**, 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.



Notary Public

Reka A. Wells
Notary Public, State of New York
No. 01WEG163485
Certified in Tompkins County
Term Expires March 26, 2023

EXHIBIT A

Projected Budget for Fifth Year of Operation

Beginning January 1, 2023

Maintenance Charges

Operating Charges	\$56,219.31
Capital Reserve charges	\$10,000.00
TOTAL ANNUAL MAINTENANCE CHARGES (30 Shares at \$2,053.98 Per Share)	\$61,619.31
TOTAL MONTHLY MAINTENANCE CHARGES PER UNIT:	\$ 171.16

Projected Commercial Income:\$4,600.00

Projected Expenses:

Utilities – Electricity/Gas for Common Elements.....	\$12,120.00
Repairs, Maintenance and Supplies	\$3,825.00
Landscaping/Cleanup	\$500.00
Snow Removal - Plowing	\$1,485.00
Refuse Removal	\$1,400.00
Insurance	\$6,650.00
Management Fees	\$0.00
Legal Fees	\$2,500.00
Accounting Fees	\$2,500.00
Mortgage Loan Payments	\$18,554.64
Taxes (Town, County, School, Other)	\$6,212.67
Franchise and Corporate Tax	\$72.00
Reserve	\$10,000.00
Other	\$400.00
 TOTAL	 \$66,219.31
Less Income	<u>- \$4,600.00</u>
TOTAL EXPENSES	\$61,619.31