

CLOSING ITEM NO.: D-2

September 27, 2024

County of Lewis Industrial Development Agency  
7551 South State Street  
Lowville, New York 13367

Red Barn Meats, Inc.  
9095 Briot Road  
Croghan, New York 13327

Re: County of Lewis Industrial Development Agency  
Lease/Leaseback Transaction  
Red Barn Meats, Inc. Project

Ladies and Gentlemen:

I have acted as counsel to Red Barn Meats, Inc., a business corporation organized and existing under the laws of the State of New York (the "Company"), in connection with the preparation, execution and delivery by the Company and County of Lewis Industrial Development Agency (the "Agency"), a public benefit corporation organized and existing pursuant to Chapter 1030 of 1969 Laws 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 62 of the 1973 Laws of New York, as amended, constituting Section 902 of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act"), of the following documents (collectively, the "Company Documents"): (1) a bill of sale dated as of September 1, 2024 (the "Bill of Sale to Agency") from the Company to the Agency; (2) a lease to Agency dated as of September 1, 2024 (the "Underlying Lease") from the Company to the Agency; (3) a license agreement dated as of September 1, 2024 (the "License to Agency") by and between the Company, as licensor, and the Agency, as licensee; (4) a lease agreement dated as of September 1, 2024 (the "Lease Agreement") by and between the Agency and the Company; (5) a payment in lieu of tax agreement dated as of September 1, 2024 (the "Payment in Lieu of Tax Agreement") by and between the Agency and the Company; (6) a certain uniform agency project agreement dated as of September 1, 2024 (the "Uniform Agency Project Agreement") by and between the Agency and the Company regarding the granting of the financial assistance and the potential recapture of such assistance; (7) a certain recapture agreement dated as of September 1, 2024 (the "Section 875 GML Recapture Agreement") by and between the Agency and the Company, required by the Act, regarding the recovery or recapture of certain sales and use taxes; and (8) various other closing documents required to be executed by the Company, all in connection with the undertaking by the Agency of a project (the "Project") consisting of the following: (A) (1) the acquisition of an interest in approximately 1.87 acres of land located at 9095 Briot Road (tax map number 147.00-01-18.210) and 9097 Briot Road (tax map number 147.00-01-18.100) in the Town of New Bremen, Lewis County, New York (collectively, the "Land"), together with three (3) existing buildings totaling approximately 5,624 square feet located thereon (collectively, the "Existing Facility"), (2) the renovation of the Existing Facility and the construction on the Land of an approximately 6,020 square foot facility (the "New Facility" and collectively with the Existing Facility, the "Facility") and (3) the acquisition and installation of various machinery and equipment therein and thereon (the "Equipment") (the Land, the Facility and the Equipment hereinafter referred to as the "Project Facility"),

all of the foregoing to be owned by the Company to be operated as a processing facility for the harvesting, processing and packaging of various meat products 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”); and (C) the lease of the Project Facility to the Company pursuant to the terms of the Lease Agreement.

I have examined the original or certified copies of the proceedings of the Company taken with respect to the Project, as well as certificates of the Company’s board of directors, a certified copy of the resolution of the board of directors of the Company authorizing the execution and delivery by the Company of the Company Documents (the “Company Resolution”), and executed counterparts of all of the Company Documents. I have also examined such statutes, court decisions, proceedings and other documents as I have considered necessary or appropriate in the circumstances to render the following opinions. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Lease Agreement.

Based on the foregoing, it is my opinion that:

1. The Company is a business corporation duly organized and validly existing under the laws of the State of New York, is authorized to do business in the State of New York, and possesses full power and authority to own its Property, to conduct its business and to execute and deliver the Company Documents and to carry out and perform its obligations thereunder.

2. The Company Resolution has been duly adopted by the board of directors of the Company, complies with the procedural rules of the Company and the requirements of the laws of the State of New York, and the Company Resolution has not been supplemented, amended or repealed and remains in full force and effect on the date hereof.

3. The execution and delivery by the Company of the Company Documents have been duly authorized by all necessary action of the Company. Each of the Company Documents has been duly executed and delivered by an Authorized Representative of the Company and is a legal and valid binding obligation of the Company enforceable against the Company in accordance with its terms, except as the enforcement of the Company Documents may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws relating to fraudulent conveyances or affecting the enforcement of rights of creditors of the Company generally and equitable principles of general applicability.

4. The execution and delivery by the Company of the Company Documents, the execution and compliance with the provisions of each and the consummation of the transactions contemplated therein do not and will not conflict with or constitute on the part of the Company a breach of or default under the Company’s certificate of incorporation, by-laws or any indenture, deed of trust, bank loan or credit agreement or other agreement or instrument to which the Company is a party or by which the Company or any of its Property may be bound or affected (of which the Company has made me aware and has provided me with copies of the same) for which a valid consent has not been secured; nor is any approval or any action by any Governmental Authority or agency required in connection with the execution, delivery or performance thereof by the Company.

5. There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending or threatened against, or affecting, the Company, wherein an

unfavorable decision, ruling or finding would in any way adversely affect, in a material fashion, the Project Facility or the validity or enforceability of the Company Documents.

6. The Project Facility, as proposed, will be in compliance with the applicable local laws and ordinances and all state and federal environmental laws (including but not limited to Article Eight of the New York State Environmental Conservation Law), rules and ordinances.

Any opinion concerning the validity, binding effect or enforceability of any document (A) means that (1) such document constitutes an effective contract under applicable law, (2) such document is not invalid in its entirety under applicable law because of a specific statutory prohibition or public policy, and is not subject in its entirety to a contractual defense under applicable law and (3) subject to the following sentence, some remedy is available under applicable law if the person concerning whom such opinion is given is in material default under such document, but (B) does not mean that (1) any particular remedy is available under applicable law upon such material default or (2) every provision of such document will be upheld or enforced in any or each circumstance by a court applying applicable law. Furthermore, the validity, binding effect or enforceability of any document may be limited to or otherwise affected by (A) any applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar statute, rule, regulation or other law affecting the enforcement of creditors' rights and remedies generally or (B) the unavailability of, or any limitation on the availability of, any particular right or remedy (whether in a proceeding in equity or law) because of the discretion of a court or because of any equitable principle or requirement as to commercial reasonableness, conscionability or good faith.

Very truly yours,

TIMOTHY A. FARLEY, PC

BY \_\_\_\_\_

Timothy A. Farley

