

**STATE OF NEW YORK
SUPREME COURT, COUNTY OF ONEIDA**

**MICHAEL B. STANTON
24 Toggletown Road
Clinton, New York 13323****Plaintiff,****AMENDED
VERIFIED COMPLAINT
Index no. EFCA2020-000995****-vs-****OMP PARK INC.
28 Robinson Road
Clinton, New York 13323****Defendant.**

The Plaintiff, by and through his attorney, Stuart E. Finer, Esq., of counsel for the law firm of Finer & Fanelli, set forth the following at all times hereinafter mentioned:

1. Plaintiff was and still is a resident of the County of Oneida and State of New York.
2. Upon information and belief, the Defendant is a corporation duly organized under the laws of the State of New York with a principle place for the conduct of business at 28 Robinson Road Clinton, New York in the County of Oneida and State of New York.
3. On or about October 12, 2019 a contract for the purchase and sale of real estate between Plaintiff and Defendant was fully executed. A copy of which is attached hereto as Exhibit A.
4. At all times here and after mentioned, Defendant was and now is the owner of land described in Exhibit A, and as described in the proposed Deed, Exhibit B.
5. Plaintiff has tendered to the Defendant the ability to tender the full amount required for the purchase of said property in cash and waived the financing contingency.

6. Plaintiff also tendered a Lease Agreement as stipulated in the contract.

7. Although not part of the contract, Plaintiff also tendered a proposed Lease of a portion of the premises back to the Defendant for storage with a limited time to remove all of the equipment and personal property currently within the building to be transferred to the Plaintiff, which Defendant failed to remove since October 12, 2019. The proposed lease provides additional time after the closing.

8. In accordance with the contract for purchase and sale, the Plaintiff tendered to Defendant the purchase price and requested a conveyance of the land, but Defendant has refused to accept the tender or to make the conveyance.

9. Claudia Tenney is the principal owner and officer and all dealings have been with her and her realtor, Tess, on her behalf. She has failed and refused after repeated requests to remove her property, not being used as an office, and to close. Ms. Tenney has refused the time is of the essence closing date in the attached Exhibit D as described in the offer of purchase and sale that she signed.

10. The Plaintiff forwarded a "time of the essence" letter to demand closing and the defendant has ignored the demand, alleging an issue with lease back. See Exhibit C.

11. The Plaintiff forwarded a final "time of the essence" letter to demand closing by June 8, 2020, and the Defendant has again ignored the demand and failed to close and complete the sale after tender of the leaseback of office space as described in the contract of sale, and tender offer for cash sale. See Exhibit D.

12. The Plaintiff is ready, willing, and able to perform the contract.

13. That it is within the power of the Defendant to perform the contract, that the Defendant is the owner of the real property in question.

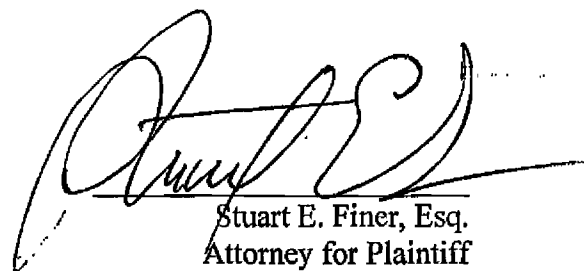
14. Attached as Exhibit E are photographs of damages to the subject property parking and driveway area. Pursuant to paragraph 9, risk of loss is the responsibility of the seller to cure.

15. There are no conditions that the Plaintiff has failed to complete.

WHEREFORE, Plaintiff demands that:

1. Defendant be required to specifically perform the above-mentioned agreement;
2. And for such other and further relief as the Court deems just and proper, together with the costs and interest and reasonable attorneys fees.

Dated: June 9, 2020




Stuart E. Finer, Esq.
Attorney for Plaintiff
510 Bleecker Street
Utica, NY 13501
(315) 724-7800

VERIFICATION

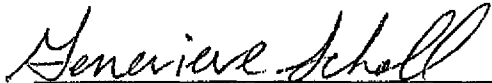
STATE OF NEW YORK)
) SS.:
COUNTY OF ONEIDA)

MICHAEL B. STANTON, being duly sworn, deposes and says that deponent is the Plaintiff in the within action; that deponent has read the foregoing Summons & Amended Verified Complaint and knows the contents thereof; that the same is true to deponent's own knowledge, except as to the matters therein stated to be alleged on information and belief, and that as to those matters, deponent believes it to be true.

Dated: June 9, 2020


Michael B. Stanton

Sworn to before me this
9th day of June, 2020.


Notary Public -- State of New York

GENEVIEVE SCHOLL
Notary Public, State of New York
Reg. No. 01SC8400642
Qualified in Oneida County
Commission Expires November 18, 2023