EXHIBIT A

ATTORNEY GENERAL OF THE STATE OF NEW YORK
CHARITIES BUREAU AND PUBLIC INTEGRITY UNIT

In the Matter of the **Investigation by Eliot Spitzer, Attorney General of the State of New York, of** **Paul H. Lyndaker, Adirondack International Speedway, L.L.C., and Lyndaker Excavating & Trucking, L.L.C.**	**MORTGAGE**

This mortgage, made the ____ day of November, 2004, between Adirondack International Speedway, L.L.C., the mortgagor ("AIS" or "mortgagor"), and the County of Lewis, the mortgagee ("Lewis County" or "mortgagee"),

Witnesseth, that to secure payment of an indebtedness in the sum of three hundred forty-two thousand, seven hundred twenty-five dollars ($342,725.00), lawful money of the United States, which monies were paid to Lyndaker Excavating & Trucking, L.L.C. ("Lyndaker Excavating"), a company wholly owned and operated by Paul H. Lyndaker ("Lyndaker") pursuant to a contract between AIS, a company wholly owned and operated by Lyndaker and of which Lyndaker is the Chief Executive Officer, and Lewis County Opportunities, Inc. ("LCO"), as a result of the mortgagee furnishing LCO with a grant of five hundred thousand dollars ($500,000.00), which was to be used for economic development (the "County grant"), and the mortgagor having received from LCO via Lyndaker Excavating three hundred forty-eight thousand, seven hundred twenty-five dollars ($382,725.00) of the County grant in furtherance of the contractual agreement between LCO and AIS, and the mortgagor having agreed to return forty thousand dollars ($40,000.00) of the County grant to Lewis County, and the mortgagor having agreed to grant Lewis County a security

interest in AIS in the event of the contingencies set forth in paragraphs one (1) through ten (10) herein, for the sum of three hundred forty-two thousand, seven hundred twenty-five dollars ($342,725.00), the remaining amount of the County grant,

And the mortgagor now covenants with the mortgagee as follows:

1) That in the event of the sale or transfer of the property annexed hereto as Schedule A, for other than recreational purposes available to the public, hereto pledged as collateral, the mortgagor will pay the total amount of the indebtedness as hereinbefore stated unless the property continues to be used as a racetrack in which event the mortgage shall continue.

2) That the mortgagor will keep the premises insured against loss by fire for the benefit of the mortgagee; that he will assign and deliver the policies to the mortgagee; and that he will reimburse the mortgagee for any premiums paid for insurance made by the mortgagee on the mortgagors default in so insuring the buildings or in so assigning and delivering the policies.

3) The lien of this mortgage shall be subject to and subordinate at all times to the lien of any mortgage or mortgages now or hereafter in force against the mortgaged property, and to all advances made or hereinafter to be made upon the security thereof, and to all renewals, modifications, consolidations, replacements and extensions thereof. This Section is self-operative and no further instrument of subordination shall be required. In confirmation of such subordination, Mortgagee shall execute such further instruments as may be requested by mortgagor, or by any lender seeking to place a mortgage on the property.

4) That in the event of a sale or transfer of the subject property by inheritance, this mortgage may be satisfied and discharged of record by the mortgagor conveying to the mortgagee an undivided interest in said real property which interest shall be expressed in percentage terms and

shall be commensurate with the agreed upon appraised value of the property which is the subject of this mortgage lien.

5) That the holder of this mortgage, in any action to foreclose it, shall be entitled to the appointment of a receiver.

6) That the mortgagor will pay taxes, assessments or water rates, and in default thereof, the mortgagee may pay the same.

7) That the indebtedness set forth herein shall become immediately due and payable upon the occurrence of the following events: the voluntary suspension of all or a substantial part of the AIS business as a going concern by the mortgagor; insolvency of the mortgagor; commencement of any proceeding (voluntary or involuntary) under any bankruptcy or insolvency law by or against the mortgagor; an assignment for the benefit of creditors by the mortgagor; application for consent to the appointment of any receiver or trustee or custodian for the mortgagor of all or any substantial part of the properties of mortgagor; or assignment to an agent authorized to liquidate any substantial part of the assets of the mortgagor.

8) That notice and demand or request pursuant to any of the terms of this mortgage may be in writing and may be served in person or by mail.

9) That the mortgagor warrants the title to the premises.

10) That the mortgage carries no interest payments.

In witness whereof this mortgage has been duly executed by the mortgagor.

In the presence of:

Dated: Lowville, New York
November 3, 2004

By: Paul H Lyndaker
Paul H. Lyndaker, CEO
Adirondack International Speedway, L.L.C.

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

On the 3 day of November, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared Paul H. Lyndaker 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 and executed the
instrument.

Patti DeVoe Bellinger
NOTARY PUBLIC

PATTI DEVOE-BELLINGER
Notary Public, State of New York
No. 01DE4840921
Qualified in Oneida County
My Comm. Expires Dec 2015