

First Amendment to Lease Agreement

This First Amendment to Lease Agreement ("Amendment") dated as of July ____, 2025 by and between **CIDC Albany Center, LLC**, having its principal office at 15375 Blue Fish Circle, Lakewood Ranch, Florida 34202 ("Landlord") and **ALBANY CONVENTION CENTER AUTHORITY**, a New York public benefit corporation having its principal office 55 Eagle Street, Albany, New York 12207 ("Tenant").

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated July 9, 2025 ("Lease") with respect to the lease of that certain Land and Building located at 120 and 126 State Street, City of Albany, County of Albany, State of New York ("Leased Premises"); and

WHEREAS, the Landlord and Tenant desires to amend certain terms and provisions of the Lease as expressly set forth in this Amendment.

NOW THEREFORE, the parties agree as follows:

1. Section 1.01 of the Lease shall be revised to include that certain connector to be constructed over Howard Street and connecting the Building to the existing convention center located at 55 Eagle Street, Albany, New York ("Connector"). During the term of the Lease, Tenant shall permit access and free flow of pedestrian traffic between the two buildings and through the Connector.

2. Section 1.02 of the Lease shall be amended to include the Connector in the definition of the Leased Premises or Premises.

3. Section 3.07 of the Lease provides that Tenant has applied for and anticipates receiving a grant (the "Grant") from Empire State Development in the amount of Ten Million Dollars and 00/100 (\$10,000,000.00)("Additional Prepaid Rent"). Prior to Closing of Landlord's initial financing, Tenant shall either pay to Landlord the Additional Prepaid Rent or provide a commitment for financing in an amount equal to the Additional Prepaid Rent in such form and substance acceptable to the Landlord (the "Commitment"). In the event Tenant obtains a Grant or Commitment which requires Tenant to (i) provide certain construction or real property documents or certifications or (ii) take certain construction or real property related actions, that may be required in order to comply with the terms and conditions of the Commitment or Grant, including but not limited to, contracts, plans and specifications, title searches, permits and approvals, inspections, certificates of occupancy, architects or engineers certifications, independent inspections, certificates of substantial completion, lien waivers, insurance, the Landlord will provide such documentation as reasonably requested to the Tenant or take such actions as may be reasonably required in order to comply with the terms and conditions of its financing Commitment or Grant. Regarding lien waivers, Landlord will provide lien waivers from its general contractor but is not required to obtain lien waivers from subcontractors or materialmen.

4. Section 3.07 of the Lease further provides, in all events, Tenant must pay the Additional Prepaid Rent within 12 months of Closing. The last sentence of the second unnumbered paragraph of section 3.07 requiring Additional Prepaid Rent to be paid within 12 months from the date of

Closing is hereby deleted in its entirety. The Tenant shall pay to the Landlord the Additional Prepaid Rent as follows:

Payment #1 Tenant to pay Landlord \$3,330,000 on or before 4/30/26

Payment #2 Tenant to pay Landlord \$3,330,000 on or before 12/31/26

Payment #3 Tenant to pay Landlord \$3,340,000 on or before 3/31/27

5. Section 4.01 of the Lease shall be amended to include the Connector in the Base Build. Additionally, the following sentence shall be added to the end of the first unnumbered paragraph of section 4.01:

Tenant shall provide Landlord reasonable access to the existing convention center located at 55 Eagle Street, Albany, New York and permission to perform all necessary work on such existing convention center for the purposes of constructing the Connector as part of the Base Build. The terms and conditions of such access and permission provided Tenant shall be granted pursuant to a license agreement to be entered into by and between the Tenant and Landlord (the "License Agreement").

6. Defined Terms. All capitalized terms used in this Amendment, to the extent not otherwise expressly defined herein, shall have the same meanings ascribed to them in the Lease.

7. Counterparts. This Amendment may be executed in multiple counterparts which together shall constitute one and the same instrument. Signatures delivered by electronic transmission shall be accepted by either party and shall be deemed to have the same force and effect as an original signature.

8. Conflict. To the extent the terms of this Amendment conflict with the terms of the Lease, the terms of this Amendment shall control.

9. No Further Changes. Except as expressly modified by this Amendment, the Lease remains in full force and effect in accordance with its terms.

[signature page to follow]

IN WITNESS WHEREOF, this Amendment has been duly executed by the duly authorized representatives of Landlord and Tenant as of the date first above written.

LANDLORD

CIDC Albany Center, LLC

By: _____
Name:
Title:

TENANT

ALBANY CONVENTION CENTER AUTHORITY

By: _____
Name: Monica Kurzejeski
Title: Executive Director