



**Seamus P. Donnelly**  
*Deputy Mayor*

**Office of the Deputy Mayor**  
City Hall  
433 River Street  
Troy, New York 12180  
Phone (518) 279-7130

**Carmella R. Mantello**  
*Mayor*

**To:** Troy City Council

**From:** Seamus Donnelly, Deputy Mayor

**Date:** October 30th, 2025

**Re:** Lease Agreement– New Permanent Troy City Hall

The City of Troy previously issued a Request for Proposals to acquire or develop a new permanent Troy City Hall. The City selected Columbia Development's proposal to develop and convert the Former Proctors Theater Facility into a new permanent Troy City Hall.

The Development Project ultimately will include the issuance of the Troy LDC's Tax-Exempt Revenue Bonds, Series 2025, in an aggregate principal amount not to exceed \$11,500,000, to finance the acquisition and redevelopment of the Former Proctors Theater Facility by the Troy LDC. The overall project includes planning, design, engineering, construction, reconstruction, renovation and improvement of the Former Proctors Theater Facility to serve as a dedicated City Hall for occupancy and use by the City as the master tenant.

Over the past year, since selecting Columbia Development's proposal, the city administration has hosted numerous public engagement sessions, including public tours of the former Proctor's. We have listened to the public and city staff and have made many beneficial design adjustments and may continue to do so if the need arises.

The former Proctor's Theatre meets all the needs the City is looking for in a permanent home for our local government's operation - all while preserving an important local historic building.

NY State Historic Preservation Office (SHPO) has stated that this project is a model of how to develop historic spaces. The former theatre provides ample space for daily operations. It will include all front-facing services on the first floor for ease of doing business for residents and taxpayers. The remaining City Hall offices will occupy floors 2-5. It provides needed parking for employees and residents at the city owned parking garage between 5<sup>th</sup> Avenue and William Street Alley, which is directly behind the building. There will also be dedicated handicap and other spaces available in the garage and on 4<sup>th</sup> Street. The new city hall will become a space the public can take pride in. It will contain a larger assembly hall for council meetings, community gathering spaces, and many odes and references to the rich history of our great city. Most importantly, the proposed Lease Agreement provides annually increasing savings for the City. The proposed Lease Agreement has a fixed annual payment structure compared to the current city floor lease that escalates 3% annually. Under the 433 River Street floor lease, we are also contractually obligated to pay escalating common area maintenance (CAM) charges each year, portions of the property owner's PILOT agreement, and portions of the shared utility charges. This will not be the case in the new permanent City Hall at the former Proctors Theatre.

The proposed Lease Agreement between the City and Troy LDC is for a 30-year term at a fixed annual payment amount targeted at \$675,000. The targeted amount has not finally been confirmed but is believed to be reasonable and achievable by the many bond professionals, legal counsel, design professionals, and the principal developer involved in the Project. The ordinance provides that the rent shall not be greater than \$685,000, a \$10,000 cushion due to potential unforeseen market factors. As you will see, that still provides large cost savings to the City. In addition, the City will only be obligated to address actual maintenance that may arise compared to contributing annually to estimated costs shared with other tenants. Please see the chart below that outlines a comparison between current city floor and the new permanent City Hall at Proctors:

YEAR	Current City Floor at 433 River Street (includes base rent, CAM charges, PILOT contribution, utility contribution)	New Permanent City Hall at Proctor's (includes base rent, no longer obligated to pay CAM, PILOT, shared utility)	ANNUAL COST SAVINGS
2027	\$787,378	\$675,000	\$112,378
2033	\$888,105	\$675,000	\$213,105
2043	\$1,097,811	\$675,000	\$422,811
2048	\$1,226,650	\$675,000	\$551,650
2056	\$1,474,280	\$675,000	\$799,280

It is clear the new lease between the City and LDC will save the City millions of dollars in the years to come. It gives the City more control over our maintenance, allows us to utilize our

solar credits towards the new City Hall's utility bills and as mentioned eliminates other fees currently being paid by the City.

Troy LDC will be bonding for the acquisition of the former Proctor's, and all the costs of construction of the project. The bond will be backed by this Lease Agreement. Once this lease is approved by the Council and Troy LDC Board, the next step in the process is Troy LDC approving the guaranteed maximum price (GMP) construction agreement, closing on the bonds and closing on the sale of the property to Troy LDC. The construction will start towards the end of 2025 and the City will occupy the new space by January 1<sup>st</sup>, 2027. The GMP will provide terms to address any potential delays that will make sure the City is not paying double rent. Although no delays are foreseen at this time, that protection will be provided.

Thank you for your consideration.

**LEASE AGREEMENT**

**between**

**TROY LOCAL DEVELOPMENT CORPORATION**

**and**

**CITY OF TROY, NEW YORK**

**Dated as of December [\_\_], 2025**

**Relating To:**

**82-90 Fourth Street, Troy, New York 12180  
[TMID No. 101.53-10-10, as may be subdivided: 101.53-10-10.1 and 101.53-10-10.2]**

**[\$11,500,000.00]  
Troy Local Development Corporation  
Tax-Exempt Revenue Bonds  
(City Hall Project), Series 2025**

## TABLE OF CONTENTS

	Page
<b>ARTICLE I DEFINITIONS.....</b>	2
Section 1.01. Definitions.....	2
<b>ARTICLE II REPRESENTATIONS AND WARRANTIES.....</b>	6
Section 2.01. Representations and Warranties of the Issuer.....	6
Section 2.02. Representations and Warranties of the City .....	7
Section 2.02. Covenants of the City .....	8
<b>ARTICLE III LEASE AND CONSTRUCTION OF FACILITY .....</b>	9
Section 3.01. Lease of Facility and Term .....	9
Section 3.02. Reliance by the Trustee.....	9
<b>ARTICLE IV USE OF PREMISES .....</b>	9
Section 4.01. Use of Facility .....	9
<b>ARTICLE V ISSUANCE OF THE BONDS DISPOSITION OF PROCEEDS OF THE BONDS .....</b>	10
Section 5.01. Issuance of the Bonds .....	10
Section 5.02. Reserved.....	10
Section 5.03 Application of Bond Proceeds .....	11
<b>ARTICLE VI RENT PAYMENTS.....</b>	11
Section 6.01. Base Rent .....	11
Section 6.02. Payments Assigned: Obligations Absolute.....	12
Section 6.04. Obligations of the City.....	14
<b>ARTICLE VII TRANSFER OF FACILITY; ASSIGNMENT OF INTEREST IN THIS AGREEMENT</b> 14	14
Section 7.01. Transfer of Facility .....	15
Section 7.02. Assignment by Issuer.....	15
<b>ARTICLE VIII SPECIAL COVENANTS.....</b>	16
Section 8.01. Maintenance of Existence .....	16
Section 8.02. Access to Facility.....	16
Section 8.03. Tax-Exempt Status of the Bonds .....	16
Section 8.04. Permits; Liens .....	17
Section 8.05. Maintenance and Repair of the Facility.....	17
Section 8.06. Equipment.....	18
Section 8.07. Financial And Other Reports .....	18
Section 8.08. Installation and Removal of Fixtures .....	18
Section 8.09. Quiet Enjoyment .....	18
<b>ARTICLE IX INSURANCE, CASUALTY, CONDEMNATION AND INDEMNIFICATION.....</b>	18
Section 9.01. Insurance .....	18
Section 9.02. Waiver of Subrogation.....	20
Section 9.03. Damage or Destruction .....	21
Section 9.05. Proceeds of General Liability Insurance.....	23
<b>ARTICLE X EVENTS OF DEFAULT AND REMEDIES .....</b>	23
Section 10.01. Events of Default .....	23

Section 10.02. Force Majeure.....	24
Section 10.03. Remedies.....	24
Section 10.04. No Remedy Exclusive.....	25
Section 10.05. Reimbursement of Attorney's Fees .....	25
Section 10.06. Waiver of Breach .....	25
<b>ARTICLE XI EARLY TERMINATION; REDEMPTION OF BONDS AT THE DIRECTION OF THE CITY .....</b>	<b>25</b>
Section 11.01. Early Termination of the Lease Agreement.....	25
<b>ARTICLE XII MISCELLANEOUS.....</b>	<b>26</b>
Section 12.01. Notices .....	26
Section 12.02. Parties in Interest.....	26
Section 12.03. Amendments .....	26
Section 12.04. Counterparts .....	26
Section 12.05. Severability .....	27
Section 12.06. Governing Law .....	27
Section 12.07. Recording .....	27
<b>Exhibit A Land Description .....</b>	<b>29</b>
<b>Exhibit B Description of Equipment.....</b>	<b>1</b>
<b>Exhibit C Base Rent Schedule .....</b>	<b>1</b>

**THIS LEASE AGREEMENT**, dated as of December [\_\_], 2025 (as the same may be amended from time to time, this “**Lease Agreement**”), is by and between **TROY LOCAL DEVELOPMENT CORPORATION**, a not-for-profit local development corporation of the State of New York (the “State”) with offices at 433 River Street, Suite 5001, Troy, New York 12180 (the “**Issuer**”) and the **CITY OF TROY, NEW YORK**, a municipal corporation duly existing under the laws of the State of New York with offices at 433 River Street, Suite 5001, Troy, New York 12180 (the “**City**”).

— W I T N E S S E T H —

**WHEREAS**, the Issuer is a duly-established, not-for-profit local development corporation of the State pursuant to Section 1411(h) of the Not-for-Profit Corporation Law (“N-PCL” or “Act”) and a Certificate of Reincorporation filed on February 26, 2010 (the “Certificate”) established for the charitable and public purposes of relieving and reducing unemployment, promoting and providing for additional and maximum employment, bettering and maintaining job opportunities, instructing or training individuals to improve or develop their capabilities for such jobs, by encouraging the development of, or retention of, an industry in the community or area, and lessening the burdens of government and acting in the public interest; and

**WHEREAS**, in furtherance of the purposes and powers set forth within the Act and the Certificate, and pursuant to a certain Deed to Issuer, dated as of the date hereof (the “Deed to Issuer”), the Issuer has acquired the “Land”, including the “Existing Improvements”, each as defined herein), a description of which is attached hereto as **Exhibit A**; and

**WHEREAS**, by resolution adopted on November 7, 2025 (the “Bond Resolution”), the Issuer determined to issue its \$[\_\_\_\_\_] Tax-Exempt Revenue Bonds (City Hall Project), Series 2025 (the “Bonds”), for the purpose of financing a certain project (the “Project”), consisting of the: (i) acquisition and redevelopment of certain parcels of real property located at 82-90 Fourth Street, Troy, New York 12180 (the “Land”, being comprised of TMID No. 101.53-10-10, as may be subdivided: 101.53-10-10.1 and 101.53-10-10.2) and the existing improvements located thereon, including a multi-story commercial facility containing approximately 22,000 sf of multi-tenanted commercial space (plus basement) and 60,000 sf of historic and unoccupied theater space, along with related improvements located thereon (the “Existing Improvements”), (ii) planning, design, engineering, construction, reconstruction, renovation and improvement of the Land and Existing Improvements to serve as a multi-tenanted facility, with the City of Troy (the “City”) serving as master tenant for utilization as a dedicated City Hall asset for occupancy and use by the City and other City-approved governmental and civic subtenants (collectively, the “Improvements”), (iii) acquisition and installation in and around the Improvements of certain items of equipment, machinery and other tangible personal property (the “Equipment”; and, collectively with the Land, the Existing Improvements and the Improvements, the “Facility”); (iv) payment of capitalized interest on the Bonds; and (v) payment of costs incidental to the issuance of the Bonds (the “Costs of Issuance”), (collectively, items (i) through (v) being the “Project Costs”); and

**WHEREAS**, the Issuer previously reviewed the Project as lead agency pursuant to and in accordance with the State Environmental Quality Review Act and regulations adopted pursuant

thereto (collectively, “SEQRA”) and adopted findings relative thereto dated October \_\_, 2025 and made a determination that the Project would not have a significant negative effect upon the environment (“Negative Declaration”); and

**WHEREAS**, pursuant to the Bond Resolution, the Issuer authorized the acquisition of the Land and Existing Improvements, undertaking of the Project, the Issuance of the Bonds, and the leasing of the Facility to the City pursuant to this Lease Agreement; and

**WHEREAS**, the Bonds are being issued pursuant to a certain Indenture of Trust, dated as of December \_\_, 2025 (the “**Indenture**”), by and between the Issuer and Manufacturers and Traders Trust Company, as trustee (the “**Trustee**”); and

**WHEREAS**, the Bonds are being purchased by KeyBanc Capital Markets, Inc. (the “**Underwriter**”), pursuant to a certain Bond Purchase Agreement, dated December [\_\_], 2025, by and among the Issuer and the Underwriter (the “**Bond Purchase Agreement**”); and

**WHEREAS**, in connection with the issuance of the Bonds, the Issuer and the City are entering into this Lease Agreement pursuant to which the Issuer will lease the Facility to the City and the City will lease the Facility from the Issuer in return for the Lease Payments (as defined herein) to be made hereunder by the City, subject to annual appropriation, in an amount sufficient to pay, among other things, the principal of and interest on the Bonds; and

**WHEREAS**, as security for the Bonds, the Issuer has (i) granted to the Trustee a first priority mortgage lien on and security interest in the Facility pursuant to a certain Mortgage and Security Agreement, dated as of December \_\_, 2025, from the Issuer to the Trustee (the “**Mortgage**”); and (ii) collaterally assigned to the Trustee all of its right, title and interest in and to this Lease Agreement, including the right to receive Lease Payments and other amounts payable hereunder, pursuant to a certain Assignment of Leases and Rents, dated as of December \_\_, 2025, from the Issuer to the Trustee (the “**Assignment of Leases and Rents**”) and pursuant to the Pledge and Assignment, dated as of December \_\_, 2025, from the Issuer to the Trustee (the “**Pledge and Assignment**”); and

**WHEREAS**, the execution and delivery of this Lease Agreement and the issuance of the Bonds as provided herein and in the Indenture has been in all respects approved and duly and validly authorized by the Bond Resolution; and

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

## **ARTICLE I** **DEFINITIONS**

Section 1.01. **Definitions.** The terms defined in this Article I shall for all purposes of this Lease Agreement have the meanings herein specified, unless the context clearly requires

otherwise. Any capitalized words or phrases used herein and not defined in this Article I or otherwise in this Lease Agreement shall have the meanings ascribed to them in the Indenture, unless the context requires otherwise.

“Act” means (i) the Constitution of the State, (ii) Section 1411 of the Not-For Profit Corporation Law of the State.

“Additional Rent” means the costs, expenses and other amounts payable hereunder by the City other than Base Rent.

“Assignment of Leases and Rents” means that certain Assignment of Leases and Rents, dated as of December [\_\_], 2025, by and from the Issuer to the Trustee and acknowledged by the City.

“Assignment of Contracts and Permits” means the Assignment of Contracts and Permits, dated as of December [\_\_], 2025, from the Issuer to the Trustee, as amended from time to time.

“Authorized Representative” means, in the case of the Issuer, the Chairman or Executive Director/Chief Executive Officer; in the case of the City, the Mayor; and, in the case of each of them, such additional persons as, at the time, are designated to act on behalf of the Issuer or the City, as the case may be, by written certificate furnished to the other and the Trustee, as the case may be, containing the specimen signature of each such person and signed on behalf of (i) the Issuer by the Chairman or Executive Director/Chief Executive Officer of the Issuer or (ii) the City by the Mayor.

“Base Rent” means the amounts set forth in Exhibit C attached hereto, plus any overdue amounts.

“Bond Payment Date” means each date that the principal of and interest on the Bonds is due and payable.

“Bond Purchase Agreement” means the Bond Purchase Agreement, dated as of December [\_\_], 2025, by and between the Issuer and the Underwriter, and any and all authorized modifications, alterations, amendments and supplements thereto.

“City” means the City of Troy, New York, a municipal corporation and body corporate and politic of the State.

“Condemnation” means the taking of title to, or the use of, Property under the exercise of the power of eminent domain by any governmental entity or other Person acting under governmental authority.

“Construction Period” means the period beginning on the earlier of the (a) Lease Commencement Date and (b) the date of commencement of the construction and equipping of the Facility and ending on the date the Facility is completed as evidenced by the issuance of a

Certificate of Occupancy.

“Deed to Issuer” shall have the meaning assigned to such term in the second WHEREAS paragraph of this Lease Agreement.

“Default Rate” means nine percent (9%) per annum or the maximum rate permitted by applicable law, whichever is less.

“Environmental Law” means any and all laws applicable to the Facility relating to human health and safety (with respect to exposure to Hazardous Substances) or the use or release into the environment of Hazardous Substances, including but not limited to the Clean Air Act (42 U.S.C. Section 7401 et seq.), the Comprehensive Environmental, Response, Compensation, and Liability Act of 1980 (known as “CERCLA”) (42 U.S.C. Section 9601 et seq.), the Federal Water Pollution Control Act (33 U.S.C. Section 1251 et seq.), the Resource Conservation and Recovery Act of 1976 (known as “RCRA”) (42 U.S.C. Section 6901 et seq.), the Safe Drinking Water Act (42 U.S.C. Section 300f et seq.), the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.), Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. Section 403), and similar federal, state and local statutes.

“Equipment” means all materials, machinery, equipment, fixtures or furnishings intended to be acquired with the proceeds of the Bonds, and such substitutions and replacements therefor as may be made from time to time pursuant to the Lease Agreement, including, without limitation, all the Property described in Exhibit “B” attached hereto.

“Event of Default” means the occurrence of one or more of the events set forth in Article X of this Lease Agreement.

“Event of Nonappropriation” means the failure of the City’s governing body to appropriate funds sufficient to pay Lease Payments required hereunder for the following fiscal year.

“Facility” has the meaning assigned to such term in the fourth WHEREAS paragraph of this Lease Agreement.

“Hazardous Substances” means any hazardous substances, pollutants, contaminants, wastes, or materials (including petroleum (including crude oil or any fraction thereof), petroleum wastes, radioactive material, hazardous wastes, toxic substances or asbestos or any materials containing asbestos) that are designated, regulated or defined under or with respect to which any requirement or liability may be imposed pursuant to any Environmental Law.

“Issuer” means the Troy Local Development Corporation, a New York not-for-profit local development corporation qualified to do business in the State, and any transferee entity as permitted under Section 7.01 hereof.

“Issuer Documents” means this Lease Agreement, the Indenture, the Bond Purchase Agreement, the Mortgage, the Pledge and Assignment, the Tax Certificate, the Assignment of Leases and Rents, the Negative Pledge, the Assignment of Contracts and Permits, the Bonds and

any other document entered into by the Issuer in connection with the issuance of the Bonds and the undertaking of the Project.

“Land” means the real property more particularly described in **Exhibit “A”** attached hereto.

“Lease Commencement Date” has the meaning ascribed to such term in Section 3.01(b) of this Lease Agreement.

“Lease Payments” means the Base Rent, Additional Rent other payments required to be made by the City pursuant to the terms of this Lease Agreement.

“Loss Event” means the condemnation, damage or destruction of the Facility (in whole or in part).

“Mortgage” means the Mortgage and Security Agreement, dated as of December 1, 2025, from the Issuer to the Trustee.

“Permitted Encumbrances” means (i) utility, access and other easements, rights of way, restrictions, encroachments and exceptions that benefit or do not materially impair the utility or the value of the Facility affected thereby for the purposes for which it is intended, (ii) mechanics’, materialmen’s, warehousemen’s, carriers’ and other similar Liens, (iii) Liens for taxes, assessments and utility charges at the time not delinquent, (iv) any Lien on the Facility obtained through any Bond Document, (v) any Lien on the Facility in favor of the Trustee, (vi) any lease of the Facility permitted by the Tax Documents, and (vii) any Lien on the Facility approved or granted by the Trustee.

“Person” or “Persons” means an individual, partnership, corporation, limited liability company, trust or unincorporated organization, and a government or agency or political subdivision or branch thereof.

“Plans and Specifications” means the plans and specifications prepared for the Improvements or any addition to the Facility by or on behalf of the Issuer, as amended from time to time by or on behalf of the Issuer to reflect any remodeling or relocating of the Improvements or any substitutions, additions, modifications and improvements to the Facility made by the Issuer in compliance with the Bond Purchase Agreement, said plans and specifications being duly certified by an Authorized Representative of the Issuer and filed with the Trustee.

“Pledge and Assignment” means that certain Pledge and Assignment with Acknowledgment, dated as of December [\_\_], 2025, by and from the Issuer to the Trustee with the Acknowledgement by the City.

“Pledged Revenues” means Base Rent together with the amounts held within the funds and accounts established under the Indenture and available to pay debt service on the Bonds (other than the Rebate Fund).

“Property” means any interest in any kind of property or asset, whether real, personal or

mixed, or tangible or intangible.

“Renewal Fund” means the special trust fund so designated, established pursuant to the Indenture.

“Resolution” has the meaning assigned to such term in the fifth WHEREAS paragraph of this Lease Agreement.

“State” means the State of New York.

“Tax Certificate” means the Tax Certificate and Agreement, dated December [\_\_], 2025 by the Issuer for the benefit of the holders of the Bonds.

“Transfer” means any grant, conveyance, mortgage, encumbrance, pledge, hypothecate, release, quit-claim, assignment and sale and shall embrace the creation of an easement, servitude or license, the passage or creation of title, the passage or creation of an interest, the creation of any Lien (other than a Permitted Encumbrance) or judgment of record against the Facility, or any disposition thereof or any interest therein or part thereof, whether voluntary or involuntary or by operation of law.

## **ARTICLE II** **REPRESENTATIONS AND WARRANTIES**

Section 2.01. Representations and Warranties of the Issuer. The Issuer makes the following representations and warranties as the basis for the undertakings on the part of the Issuer contained herein:

(a) The Issuer is a not-for-profit local development corporation, duly organized and validly existing under the laws of the State, has the power to enter into this Lease Agreement and Issuer Documents, and, by proper action, has duly authorized the execution and delivery hereof.

(b) The execution and delivery of this Lease Agreement and the other Issuer Documents by the Issuer do not, and consummation of the transactions contemplated hereby, and fulfillment of the terms hereof by the Issuer will not, result in a breach of any of the terms or provisions of, or constitute a default under, any indenture, mortgage, deed of trust or other agreement or instrument to which the Issuer is now a party or by which it is now bound, or any order, rule or regulation applicable to the Issuer of any court or of *any* regulatory body or administrative agency or other governmental body having jurisdiction over the Issuer or over any of its properties, or the Constitution or laws of the State.

(c) The Issuer has good and marketable fee simple title to the Land which is free and clear of all liens and encumbrances except for Permitted Encumbrances, has or will have good and marketable title to the Equipment and Improvements, and has leased the Facility to the City pursuant to this Lease Agreement.

(d) To the knowledge of the Issuer, there are no Hazardous Substances located at or affecting the Facility and there is no pending or, to the Issuer's knowledge, threatened in writing, action, suit or proceeding under any Environmental Law by any governmental authority or any other person to which Issuer or the City is or will be named as a party affecting the Facility.

(e) To finance certain Project Costs, the Issuer will issue the Bonds. The Bonds will mature, bear interest, be redeemable and have other terms and provisions as set forth in the Bonds and the Indenture.

(f) Neither the execution and delivery of any of the Issuer Documents and the other documents contemplated thereby or the consummation of the transactions contemplated thereby nor the fulfillment of or compliance with the provisions of any of the Issuer Documents and the other documents contemplated thereby, will, conflict with or result in a breach of or constitute a default under any of the terms, conditions or provisions of the Act, or of the Certificate or By-laws, or of any corporate restriction or any agreement or instrument to which the Issuer is a party or by which it is bound, or result in the creation or imposition of any Lien of any nature upon any Property of the Issuer under the terms of the Act or any such Certificate, By-laws, restriction, agreement or instrument, except for Permitted Encumbrances.

(g) Each of the Issuer Documents and the other documents contemplated thereby constitutes a legal, valid and binding obligation of the Issuer enforceable against the Issuer in accordance with its terms.

(h) The Issuer has complied or will comply with the information reporting requirements applicable to the issuance of the Bonds under the Code.

(i) The Issuer has not and will not pledge any amounts derived under or pursuant to this Lease Agreement other than to secure the Bonds pursuant to the Indenture and the Mortgage.

(j) The Issuer has complied with all applicable provisions of SEQRA necessary to undertake the Project.

(k) The Issuer shall diligently commence, prosecute, and complete the work involved in the Project in accordance with Plans and Specifications, which have been presented to and approved by the City, and shall deliver the Facility to the City in substantial compliance with such Plans and Specifications following completion of construction of the Facility. .

Section 2.02. Representations and Warranties of the City. The City makes the following representations and warranties as the basis for the undertakings on the part of the Issuer contained herein:

(a) The City is a political subdivision constituting a public body corporate and politic, is duly organized, validly existing and in good standing under the Constitution and laws of the State and is duly authorized and has by proper action been authorized to enter into, execute and deliver this Lease Agreement, to undertake the transactions contemplated by this Lease Agreement, and to carry out its obligations hereunder. By duly adopted ordinance of its City Council dated

November 6, 2025, the City has duly authorized the execution and delivery of this Lease Agreement.

(b) Neither the execution and delivery of this Lease Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Lease Agreement, will contravene any law, governmental rule, regulation, judgment or order applicable to the City, conflict with or result in a breach of any of the terms, conditions or provisions of any restriction or any agreement or instrument to which the City is now a party or by which it is bound, constitute a default under any of the foregoing, or result in the creation or imposition of any material Lien, charge or encumbrance of any nature whatsoever upon any of the Property or assets of the City except as provided in this Lease Agreement.

(c) This Lease Agreement and each instrument executed and delivered by the City in connection with this Lease Agreement, constitute the valid and binding obligation of the City enforceable in accordance with its respective terms.

(d) As of the date of execution and delivery of this Lease Agreement, there exists no Event of Default, or any condition or event which would constitute, or with the passage of time or the giving of notice, or both, would constitute an Event of Default hereunder.

(e) The City shall comply with the use and contract provisions of Section 4.01 hereof.

(f) Once occupied by the City, the use of the Facility by the City will be in compliance with all applicable building, environmental, health, safety, zoning and other ordinances, statutes, laws, rules, and regulations.

(g) There are no actions, suits or proceedings pending or, to the knowledge of the City, threatened against or affecting the City in any court or before any governmental commission, board or authority which, if adversely determined, would have a material adverse effect on the ability of the City to perform its obligations under this Lease Agreement.

(h) The operations to be conducted by the City at the Facility are essential to the governmental functions of the City or the services the City provides to its citizens. The City has an immediate need for the Facility and such need is not temporary and is not expected to diminish during the Lease Term.

### Section 2.03. Covenants of the City.

(a) The City covenants that it will not sell, lease, sublease, pledge, assign, transfer, mortgage, hypothecate, encumber or otherwise dispose of all or any part of the Facility, or any interest (legal or equitable) therein, or its interest in this Lease Agreement, except upon the receipt of an Opinion of Bond Counsel that such action will not cause the Facility to meet the private business tests set forth in Section 141 of the Code. Regardless of either the assumption by any assignee or sublessee of due performance or the Issuer's acceptance of rent or other charges from such assignee or sublessee, the City shall not be released by any assignment, license or sublease but shall continue to be fully responsible for the due performance of the City's obligations in the

same manner and to the same extent as if no such assignment, license or sublease had been made.

(b) The City may not authorize any use of, or grant any lien, encumbrance, security interest, license, easement or right-of-way in connection with, the Facility without first obtaining an Opinion of Bond Counsel that such action will not cause the Facility to meet the private business tests set forth in Section 141 of the Code.

### **ARTICLE III LEASE AND CONSTRUCTION OF FACILITY**

#### **Section 3.01. Lease of Facility and Term.**

(a) The Issuer, as lessor, does hereby demise and lease the Facility to the City, as lessee, for operation and use, and the City does hereby lease the same from the Issuer.

(b) This Lease Agreement shall be effective and the City's obligations to perform its obligations hereunder shall commence on December [\_\_], 2025 (the "Lease Commencement Date"). Notwithstanding anything to the contrary contained herein, the City's obligations to pay rent hereunder shall commence on January 1, 2027.

(c) This Lease Agreement shall remain in full force and effect from the Lease Commencement Date and shall terminate on December 31, 20[\_\_], unless this Lease Agreement is terminated earlier pursuant to the terms and conditions contained herein, or extended as the parties may agree. Hereinafter such period of time is referred to as the "Term" or the "Lease Term".

(d) This Lease Agreement shall be contingent upon the Issuer obtaining title to the Land upon which the Facility shall be located. If the Issuer does not obtain title to the Land on or before December 31, 2025, the Issuer or the City may terminate this Lease Agreement by providing written notice to the other party.

(e) This Lease Agreement shall be contingent upon Issuer issuing the Bonds. If the Bonds are not issued prior to December 31, 2025, either party may terminate this Lease Agreement by providing written notice to the other party.

Section 3.02. Reliance by the Trustee. This Lease Agreement is executed in part to induce the Trustee to execute and deliver the Indenture and, accordingly, all covenants and agreements on the part of the City and Issuer, as set forth in this Lease Agreement, are hereby declared to be for the benefit of the Trustee and its successors and assignees from time to time of the Bonds Outstanding under the Indenture.

### **ARTICLE IV USE OF PREMISES**

Section 4.01 (a) Use of Facility. The City shall operate the Facility for purposes in furtherance of its governmental purposes and, except as otherwise permitted herein and in the Tax

Certificate, the City has not entered into, does not expect to enter into and will not enter into any agreements with any Persons for the use, operation, management or provision of on-site services that do not satisfy the requirements contained in the Tax Certificate, which agreements could adversely affect the exclusion from gross income for Federal income tax purposes of the interest on the Bonds unless, prior to entering into such agreements, the City and Issuer have received an opinion of Bond Counsel that such agreements will not adversely affect the exclusion from gross income for Federal income tax purposes of the interest on the Bonds.

(b) Compliance with Labor Law. The Issuer will (i) comply with the requirements of Article 8 of the Labor Law of the State that are applicable to the construction of the Facility, and (ii) cause all contractors, subcontractors and any other Persons involved in the acquisition, construction, equipping and refinancing of the Facility to comply with Article 8 of the Labor Law of the State that are applicable to the Facility.

(c) The Issuer, in compliance with Section 13 of the Lien Law, covenants that it (i) will hold the right to receive the Net Proceeds of the Bonds, which have been deposited by the Issuer in an escrow fund for the purpose of paying the Project Costs, as a trust fund to be applied first for the purpose of paying the "cost of improvement" (as said term is defined in Section 2(5) of the State Lien Law), and (ii) will apply the same first to the payment of the "cost of improvement" before using any part of the total of the same for any other purpose.

(d) The City shall (a) comply with, and ensure compliance in all material respects by all tenants, licensees and invitees, if any, with all use restrictions contained within the Deed to Issuer and all terms and conditions contained within the Environmental Covenants, along with all applicable Environmental Laws and obtain and comply in all material respects with, and maintain, and use commercially reasonable efforts to ensure that all tenants, licensees and invitees obtain and comply in all material respects with, and maintain all applicable permits required by applicable Environmental Laws; (b) conduct and complete, or cause to be conducted and completed, all investigations, studies, sampling and testing, and all clean-up, remedial, removal, recovery and other actions required by a governmental authority pursuant to Environmental Laws or otherwise as necessary to prevent itself from incurring any material liability or the Issuer or the Trustee from incurring any liability, in each case to the extent required by applicable law; (c) promptly comply in all respects with final binding orders and directives of all governmental authorities in respect of Environmental Laws, except to the extent that the same are being contested in good faith by appropriate proceedings; and (d) operate the Facility in material compliance with applicable Environmental Laws.

## **ARTICLE V**

### **ISSUANCE OF THE BONDS;**

### **DISPOSITION OF PROCEEDS OF THE BONDS**

Section 5.01. Issuance of the Bonds. The Issuer shall issue the Bonds under and in accordance with the Indenture.

Section 5.02. Reserved.

Section 5.03 Application of Bond Proceeds. Bond proceeds on deposit in the Project Fund (as such term is defined in the Indenture), upon the written direction of an Authorized Representative of the Issuer, and upon satisfaction of the conditions provided for in the Indenture, shall be applied to pay only the following costs and items of expense, except as may otherwise be provided under the Tax Certificate:

- (a) to pay the costs of acquiring, planning, designing, engineering, permitting, constructing and equipping the Facility;
- (b) all fees, taxes, charges and other expenses for recording or filing, as the case may be, any documents that the Issuer may deem desirable in order to protect or perfect the title to the Land and the Improvements and any security interest contemplated by the Mortgage or the Indenture;
- (c) the premium on any fee or mortgagee title insurance procured on the Facility; and
- (d) such other costs relating to the Project which are permitted by the Code without adversely affecting the tax-exempt status of interest payable on the Bonds, provided that any requisition for moneys from the Project Fund submitted to the Trustee in accordance with the Indenture relating to costs described in this Section 5.03(d) shall be accompanied by (i) an opinion of Bond Counsel to the effect that the application of Bond proceeds to such costs will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds, and (ii) if applicable, an amendment to the Tax Certificate entered into and consented to in accordance with the Indenture; and
- (e) to pay certain Costs of Issuance related to the issuance of the Bonds.

## ARTICLE VI RENT PAYMENTS

Section 6.01. Base Rent. In consideration of the lease of the Facility to the City by the Issuer pursuant to Section 3.01 hereof, the City shall pay the Base Rent to the Trustee for the account of the Issuer for deposit in the Bond Fund not less than five (5) business days prior to the dates and in the amounts as are set forth in the Base Rent schedule attached hereto as Exhibit C. The parties agree the Base Rent shall be agreed, established, and confirmed prior to the issuance of the Bonds based on the then current scope of work and market conditions, except that if the parties do not agree upon the final Base Rent amount then either party may terminate this Lease Agreement, and any Bond Purchase Agreement held in escrow shall not be effective or released. Once the final Base Rent amount is agreed, Exhibit C shall be revised and replaced in this Lease Agreement as necessary to reflect the final Base Rent amount. The Base Rent is a triple net figure and in addition to the Base Rent the City shall be responsible to pay taxes, utilities, insurance and maintenance and repairs all as set forth in this Lease Agreement. All rent in addition to Base Rent shall be deemed Additional Rent to be paid by the City pursuant to the terms and conditions of this Lease

Agreement. Notwithstanding anything to the contrary contained herein, the Base Rent shall be in an amount sufficient to pay (i) the interest due and payable on the Bonds on each Bond Payment Date and (ii) the principal due and payable on the Bonds on each Bond Payment Date (in both cases, whether at maturity or by redemption as provided in the Indenture). The Base Rent payable by the City shall be credited with amounts on deposit in the Capitalized Interest Account of the Project Fund and available to pay interest on the Bonds as set forth in the Indenture.

Section 6.02. Payments Assigned: Obligations Absolute.

(a) It is understood and agreed that, pursuant to the Assignment of Leases and Rents and the Pledge and Assignment, all Base Rent payments described in Section 6.01 are to be assigned by the Issuer to the Trustee, and that all other payments, rights and interest of the Issuer hereunder are to be assigned to the Trustee as provided in said Assignment of Leases and Rents and Pledge of Assignment. The City consents to such pledges and assignments, which consent is, in part, further evidenced by the City's execution of the Acknowledgment set forth in the Pledge and Assignment and agrees that the obligation of the City to make the Lease Payments and perform its obligations hereunder shall be absolute, irrevocable and unconditional and shall not be subject to cancellation, termination or abatement, or to any defense other than payment or to any right of set-off, counterclaim or recoupment arising out of a breach under the Bond Documents (as defined in the Indenture), or otherwise by the Issuer, the Trustee or any other party, or out of any obligation or liability at any time owing to the City by the Issuer, the Trustee or any other party; PROVIDED, HOWEVER, THAT NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN ANY OTHER BOND DOCUMENT TO THE CONTRARY, THIS LEASE AGREEMENT AND THE AMOUNTS PAYABLE BY THE CITY HEREUNDER SHALL BE AN OBLIGATION OF THE CITY ONLY TO THE EXTENT MONIES ARE ANNUALLY APPROPRIATED IN ACCORDANCE WITH ALL APPLICABLE LAWS OR OTHERWISE LEGALLY AVAILABLE AND AVAILABLE FOR THE PURPOSE OF THIS LEASE AGREEMENT, AND NO LIABILITY ON ACCOUNT THEREOF SHALL BE INCURRED BY THE CITY BEYOND THE AMOUNT OF SUCH APPROPRIATED OR LEGALLY AVAILABLE MONIES. THIS LEASE AGREEMENT IS NOT A GENERAL OBLIGATION OF THE CITY AND NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY OR ANY POLITICAL SUBDIVISION OF THE CITY IS PLEDGED TO THE PAYMENT OF ANY AMOUNT DUE OR TO BECOME DUE UNDER THIS LEASE AGREEMENT OR ANY OTHER AGREEMENT ENTERED INTO IN CONNECTION WITH THE BONDS AND THE FACILITY. IT IS UNDERSTOOD THAT NEITHER THIS LEASE AGREEMENT NOR ANY REPRESENTATION OF ANY PUBLIC EMPLOYEE OR OFFICER CREATES ANY LEGAL OR MORAL OBLIGATION TO APPROPRIATE FUNDS AVAILABLE FOR THE PURPOSE OF THIS LEASE AGREEMENT.

(b) The City intends, subject to Section 6.02(a), to continue the Lease Term and to pay the Lease Payments hereunder. The City reasonably believes that an amount sufficient to make all Lease Payments during the full Lease Term can be obtained from legally available funds of the City. The City further intends to do all things lawfully within its power to obtain and maintain funds sufficient and available to discharge its obligation to make Lease Payments due hereunder, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law, to

have such portion of the budget or appropriation request approved as may be required by law, and to exhaust all available reviews and appeals in the event such portion of the budget or appropriation request is not approved.

(c) In addition to the payments required hereunder, the City covenants to pay the Base Rent due and owing under this Lease Agreement in immediately available funds, directly to the Trustee for the account of the Issuer for deposit in the applicable account or fund created under the Indenture (except to the extent that amounts are on deposit in the applicable account or fund and available therefor) as follows:

(i) promptly upon demand by the Issuer, the difference between the amount on deposit in the Rebate Fund under the Indenture and the rebate amount (as that term is used in Article V of the Tax Certificate); and

(ii) promptly after notice from the Issuer, but in any event not later than thirty (30) days after such notice is given, the amount set forth in such notice as payable to the Issuer (A) to reimburse the Issuer for any expenses or liabilities incurred by the Issuer pursuant to this Lease Agreement or any other Bond Document, (B) to reimburse the Issuer for any external costs or expenses incurred by it attributable to the issuance of the Bonds or the financing or construction of the Facility, (C) for the costs and expenses incurred by the Issuer to compel full and punctual performance by the City of all the provisions hereof or of any other Bond Document in accordance with the terms thereof, and (D) for the fees and expenses of the Trustee in connection with performance of their duties under the Indenture.

#### Section 6.03. Utilities and Other Service Charges and Additional Rent.

(a) The City agrees during the Term of this Lease Agreement to pay directly for all water, gas, oil, electricity, heat, telephone, sewage, trash removal, janitorial service and snow removal and all other utilities and services used by the City for the Facility. The Issuer is not obligated hereunder to provide or pay for any services or utilities to the Facility. The Issuer shall not be liable to the City or any other Person for any loss occasioned by impairment, interruption, stoppage or other interference with any such utilities or other service. The City shall maintain the pipes, lines and conduits of all such utility services which are not maintained by the applicable utility company. The City will produce to the Issuer upon request receipts for payment of utility bills which, if unpaid, could become a Lien upon the Facility.

(b) As Additional Rent, the City shall pay when due and prior to the time that any Lien or charge may be imposed upon the Facility for nonpayment thereof, any tax, assessment or charge made by a public utility or municipal or other public body against the Facility for any improvement after occupancy benefiting the Facility; provided, however, that if such payment by law may be made in installments without a Lien being imposed on the Facility, the City may elect to make such payment in the greatest number of installments permitted, and in the event of such an election, the City shall be obligated to pay only the interest and assessment amount that accrues during the Lease Term.

(c) As Additional Rent and consideration hereunder, the City shall maintain and

repair the Facility, along with and including all utility lines or service connections owned by the City and through which service is provided to the Facility.

(d) As Additional Rent, the City shall also pay for Issuer's actual insurance premium charges and administrative fees charged to Issuer and incurred in connection with ownership of the Facility. The Issuer shall invoice the City on an annual basis for said insurance and administrative charges, with payment due within thirty (30) days of demand therefore.

Section 6.04 Obligations of the City. (a) THE OBLIGATIONS OF THE CITY SET FORTH IN THIS LEASE AGREEMENT ARE PAYABLE ONLY TO THE EXTENT MONIES ARE APPROPRIATED OR OTHERWISE LEGALLY AVAILABLE THEREFOR IN ACCORDANCE WITH APPLICABLE LAW. NO LIABILITY ON ACCOUNT THEREOF SHALL BE INCURRED BY THE CITY BEYOND THE AMOUNT OF SUCH APPROPRIATED MONIES. SUCH OBLIGATIONS ARE NOT A GENERAL OBLIGATION OF THE CITY AND NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY OR ANY POLITICAL SUBDIVISION OF THE CITY IS PLEDGED TO THE PAYMENT OF ANY AMOUNT DUE OR TO BECOME DUE UNDER THIS LEASE AGREEMENT OR ANY OTHER BOND DOCUMENT. IT IS UNDERSTOOD THAT NEITHER THIS LEASE AGREEMENT NOR ANY REPRESENTATION OF ANY PUBLIC EMPLOYEE OR OFFICER CREATES ANY LEGAL OR MORAL OBLIGATION TO APPROPRIATE OR MAKE MONIES AVAILABLE FOR THE PURPOSE OF THIS LEASE AGREEMENT.

(b) In the event that, during any fiscal period of the City, sufficient funds are not appropriated by the City's governing body for the payment of all or a portion of the amounts due under this Lease Agreement (an "**Event of Nonappropriation**"), then the City may terminate this Lease Agreement as of the end of its then-current fiscal period and shall not be obligated to pay any amounts due hereunder or otherwise with respect to its leasing of the Facility beyond the end of such fiscal period. The City agrees to give the Issuer and the Trustee written notice of an Event of Nonappropriation at least 45 days prior to the end of the then-current fiscal period, or, if an Event of Nonappropriation has not occurred by that date, immediately upon such non-appropriation.

(c) Upon an Event of Nonappropriation, the City shall vacate the Facility and return the Equipment at its expense to the Issuer. If the City fails to vacate the Facility and/or return the Equipment, the termination shall nevertheless be effective, but the City shall be responsible for the payment of an amount equal to the Lease Payments that would thereafter have come due if this Lease Agreement had not been terminated and which are attributable to the number of days after which the City fails to comply with this Section 6.04(c) and as otherwise instructed by the Issuer and the Trustee and for any other loss suffered by the Issuer and the Trustee as a result of the City's failure to vacate the Facility and return the Equipment as required.

## ARTICLE VII

### TRANSFER OF FACILITY; ASSIGNMENT OF INTEREST IN THIS AGREEMENT AS SECURITY

Section 7.01. Transfer of Facility. Except as otherwise provided for herein or under the Tax Certificate, the City shall not, without first obtaining an opinion of Bond Counsel, Transfer, lease, assign, convey or permit the transfer, assignment or conveyance of the Facility, or *any* interest therein or part thereof or assign its interest or any portion thereof in this Lease Agreement to any Person or party other than the Issuer during the term of this Lease Agreement.

Section 7.02. Assignment by Issuer. The Issuer, simultaneously with the execution and delivery hereof, has assigned this Lease Agreement, and all of its rights and interests granted hereunder and all of the amounts payable hereunder, excluding the Unassigned Rights, to the Trustee, pursuant to the Assignment of Leases and Rents and the Pledge and Assignment, as security for the payment of the Bonds, and all other indebtedness due from Issuer to the Trustee arising in connection with the Bonds and under the other Bond Documents. The City: (i) consents to such assignments and accepts notice thereof with the same legal effect as though such acceptance were embodied in a separate instrument, separately executed after execution of such assignments; (ii) agrees to pay directly to the Trustee for the account of the Issuer the Base Rent payable hereunder, without any defense, set-off or counterclaim arising out of any transaction between the City and the Issuer, subject to the provisions of Section 6.02 and Section 6.04 of this Lease Agreement; and (iii) agrees that the Trustee may, but shall not be obligated to, by any provision hereunder or under the Assignment of Leases and Rents or the Pledge and Assignment, exercise all rights granted the Issuer hereunder. In addition, regardless of the agreement hereunder on the part of the City to pay Base Rent directly to the Trustee, and regardless of any other assignment, benefit, or promise made by either the Issuer or the City to the Trustee hereunder or under the Bond Documents, the Trustee shall have none of the obligations and/or liabilities of the landlord under this Lease Agreement. The assignments to the Trustee made hereunder and under the Pledge and Assignment are given as security for a debt owed to the Trustee by Issuer.

Section 7.03. Subordination Provision.

This Lease Agreement is and shall be subject and subordinate to the Mortgage. This provision shall be self-operative and no further instrument of subordination shall be necessary. In confirmation of this subordination, the City shall execute promptly any certificate that Issuer or the Trustee may request. In the event that the Trustee exercises its right of foreclosure under the Mortgage, then the City shall attorn to the Trustee or other purchaser of the Facility and shall recognize the Trustee or such purchaser, as the case may be, as the landlord under this Lease Agreement; provided that so long as the City is not in default under this Lease Agreement, the Trustee or such purchaser, as the case may be, shall not disturb the City's possession and occupancy of the Facility during the Lease Term. The Trustee shall not name or join the City as a defendant in any exercise of its rights and remedies against the Issuer under the Mortgage, unless applicable law requires the City to be made a party defendant as a condition to proceeding against the Issuer, and/or perfecting a judgment in foreclosure against the Facility, or perfecting any other right and remedy of the Trustee exercised under the Mortgage, Bond Documents and/or applicable law. In such case, such Trustee may join the City as a defendant in such action or proceeding ONLY for such purpose and NOT to terminate this Lease Agreement or otherwise adversely affect the City's rights under this Lease Agreement; all of the foregoing, so long as the City is not in default under this Lease Agreement. If such Trustee succeeds to the interest of the Issuer under this Lease Agreement, then such Trustee shall not be:

- a) liable for any default, prior act or omission of the Issuer or any other prior landlord or consequential damages arising therefrom; or
- b) subject to any offsets or defenses which the City might have as to the Issuer or any other prior landlord; or
- c) required or obligated to credit the City with any rent or additional rent for any rental period beyond the then-current month which the City might have paid to the Issuer or other prior landlord; or
- d) bound by any amendments or modifications of this Lease Agreement, or waiver of its terms, which is made, without the Trustee's or such purchaser's, as the case may be, written consent, after the occurrence of an event of foreclosure or similar proceedings; or
- e) liable for any sum that the Issuer or any other prior landlord may have owed to the City, including, without limitation, refund of any or any part of any security deposit unless such security deposit shall have been actually received by the Trustee or such subsequent purchaser, as the case may be, in good funds, and a written receipt therefor issued by the Trustee or such subsequent purchaser, as the case may be;
- f) bound by any surrender, cancellation, or termination of this Lease Agreement, in whole or in part, agreed upon between the Issuer or any other prior landlord and the City, after the occurrence of an event of foreclosure or similar proceedings;
- g) liable for any construction obligation of the Issuer, the City, of any other prior landlord; or
- h) liable for any breach of representation or warranty of the Issuer or any prior landlord.

## ARTICLE VIII SPECIAL COVENANTS

Section 8.01. Maintenance of Existence. The Issuer shall maintain its existence as a New York not-for-profit corporation, and will not dissolve or otherwise dispose of all or substantially all its assets.

Section 8.02. Access to Facility. The Issuer and the Trustee, or their authorized agents, shall have the right, upon appropriate prior notice to the City, to have reasonable access to the Facility during normal business hours for the purpose of making examinations and inspections of the same.

Section 8.03. Tax-Exempt Status of the Bonds. Each of the City and Issuer covenant and agree that it will not take, authorize or permit any action to be taken or omit to take any action which will result in the interest on the Bonds being included in the gross income of any Bondholder

for purposes of federal income taxation. The Issuer and the City agree to comply with all applicable federal tax rules and regulations in order to maintain the tax-exempt status of the interest on the Bonds.

Section 8.04. Permits; Liens. The City covenants that it shall not:

(a) do or permit others under its control to do any work in or about the Facility or related to any repair, rebuilding, restoration, replacement, alteration of or addition to the Facility, or any part thereof, unless the City shall have first procured and paid for all municipal and other governmental permits and authorizations, if required. All such work shall be done in a good and workmanlike manner and in compliance with all applicable building, zoning and other laws, ordinances, governmental regulations and requirements and in accordance with the requirements, rules and regulations of boards of fire underwriters having jurisdiction; or

(b) do or suffer anything to be done whereby the Facility, or any part thereof, may, during any period of construction performed by the City or its contractors, be encumbered by any Lien and if, whenever and as often as any Lien is filed against the Facility, or any part thereof, purporting to be for or on account of any labor done or materials or services furnished in connection with any work in, on or about the Facility done by, for or under the authority of the City, the City shall discharge the same of record within sixty (60) days after the date of filing. Notice is hereby given that the Issuer does not authorize or consent to and shall not be liable for any labor, services, or materials furnished in connection with any such work done by, for, or under the authority of the City as aforesaid, and that no Lien for any such labor, services or materials shall attach to or affect the title to the Facility or other estate of the Issuer in and to the premises or any part thereof.

Notwithstanding the above, the City shall have the right to contest any such Lien if (i) within said sixty (60) day period stated above, the City notifies the Issuer and the Trustee in writing of its intention so to do, and (ii) if requested by the Issuer or the Trustee, the City deposits with the Issuer a bond in favor of the Issuer and the Trustee, as their respective interests appear, with a surety company or companies, qualified to do business in the State, acceptable to the Issuer, as surety, in the penal sum at least equal to the amount of the Lien claim so contested, indemnifying and protecting the Issuer and the Trustee from and against any liability, loss, damage, cost and expense of whatever kind or nature growing out of or in any way connected with said asserted Lien and the contest thereof, and (iii) the City diligently prosecutes such contest at all times, effectively stays or prevents any official or judicial sale of the Facility, or any part thereof or interest therein, under execution or otherwise, and pays or otherwise satisfies any final judgment adjudging or enforcing such contested Lien claim and thereafter promptly procures record release or satisfaction thereof.

Section 8.05. Maintenance and Repair of the Facility. The City shall, at its own cost and expense keep and maintain the entire Facility in good repair throughout the Term including, but not limited to, all Facility structural parts (including, without limitation, roof and roof structures, support membrane and materials, foundations and structural support, structural portions of the walls, and structural portions of the floors). In addition, the City shall at the City's cost and expense maintain and/or repair as necessary all underground utility lines servicing the Facility (including the lines providing natural gas, water, electrical power and the disposal of sewage) regardless of whether such lines are located on the Facility or on City Property.

Section 8.06. Equipment. The City shall at its own cost and expense, perform all maintenance of all the Equipment. The City shall not alter any item of Equipment or install any accessory, equipment or device on an item of Equipment if that would impair any applicable warranty, the originally intended function, utility, remaining useful life or the value of that Equipment. All repairs, parts, accessories, equipment and devices furnished, affixed to or installed on any Equipment, excluding temporary replacements, shall thereupon become subject to the security interest of the Trustee.

Section 8.07. Financial And Other Reports. (a) The City shall deliver to the Issuer and the Trustee: (i) the City's fiscal year budget within thirty (30) days prior to the beginning of each City fiscal year commencing in 2026, (ii) the City's annual audited financial statements (including a balance sheet, a statement of revenues, expenses and changes in fund balances for budget and actual, a statement of cash flows) prepared by an independent certified public accountant, and accompanied by an unqualified opinion of the City's auditor, within sixty (60) days of the completion of such audit for each City fiscal year through maturity of the Bonds, (iii) within sixty (60) days of receipt, copies of all consultant and/or insurance reports, if any, (iv) within sixty (60) days following notice or commencement of any lawsuit, claim or investigation that may have a material adverse effect on the financial position of the City, copies of any such notice and other applicable documents, (v) concurrent with issuance of any City general obligation debt, any disclosure document or financing agreement relating to such indebtedness, which shall include, without limitation, the applicable maturity schedule, interest rate or rates, redemption and security provisions pertaining to same; and (vi) promptly upon the Issuer's or the Trustee's written request, any other information the Issuer or the Trustee may reasonably request.

Section 8.08. Installation and Removal of Fixtures. All fixtures and equipment, of any nature, placed or installed upon the Facility by the City and not financed in whole or in part with the proceeds of the Bonds shall remain the Property of the City, and the City shall have the right to remove the same at any time; provided, however, that upon the removal of such fixtures or equipment, the City shall repair at its own cost and expense, all damage to the Facility caused by such removal.

Section 8.09. Quiet Enjoyment. If the City shall pay the Lease Payments and perform all the covenants and provisions to be performed by the City hereunder, the City shall during the Term and subject to Sections 8.02 and 10.03 hereof, freely, peaceably and quietly occupy and enjoy the full possession of the Facility and the rights and privileges herein granted without molestation or hindrance lawful or otherwise.

## **ARTICLE IX** **INSURANCE, CASUALTY, CONDEMNATION AND INDEMNIFICATION**

Section 9.01. Insurance. The City covenants to provide or cause to be provided and to maintain continuously, or cause to be maintained continuously, throughout the entire Lease Term, unless otherwise provided herein, the following:

- (i) all risk casualty insurance (written with extended coverage endorsement,

including vandalism and malicious mischief) covering the Facility. Such insurance shall be maintained on an agreed amount basis (waiving coinsurance). The City's obligations to carry the insurance provided for herein may be fulfilled with the coverage of a blanket policy or policies of insurance maintained by the City. Such agreed amount basis shall be re-determined annually in accordance with insurance industry guidelines and the amount of insurance maintained by the City shall be adjusted accordingly, but in no event shall it be less than the principal amount of Bonds Outstanding. The Issuer shall be named as Loss Payee and the Trustee as Lender Loss Payee and additional insured on the fire insurance required hereunder.

(ii) rent insurance against loss of rent due to fire and risks now or hereafter embraced by extended coverage for a minimum of one year of full annual rental value of the Facility;

(iii) such additional or other insurance, in form and amount as may from time to time be reasonably required by the Issuer and the Trustee against any or all of the above-mentioned or other insurable hazards.

(iv) Workers' compensation insurance, disability benefits insurance, and such other form of insurance which the City is required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of the City who are located at or assigned to the Facility.

(v) Insurance protecting the City, the Issuer and the Trustee against loss or losses from liabilities imposed by law or assumed in any written contract (including, but not limited to, the contractual liability assumed by the Issuer and arising from personal injury and death or damage to the Property of others caused by an accident or occurrence, with limits of not less than \$1,000,000 per accident or occurrence on account of personal injury, including death resulting therefrom, and \$3,000,000 per accident or occurrence on account of damage to the Property of others, excluding liability imposed upon the Issuer or the City by any applicable worker's compensation law; and a blanket excess liability policy in the amount not less than \$5,000,000 until the end of the Lease Term protecting the City, the Issuer and the Trustee from any loss or liability or damage for personal injury or property damage.

(vi) Flood insurance in an amount at least equal to the lesser of (i) the cash replacement value of the Facility, or (ii) the maximum amount of flood insurance available with respect to the Facility under the Flood Disaster Protection Act of 1973, as amended. In the alternative, a letter from the appropriate office of the municipality in which the Facility is located or such other written evidence as is reasonably satisfactory to the Issuer and the Trustee to the effect that the Facility is not located in an area designated as a flood hazard area by the Federal Insurance Administration.

(vii) During the Construction Period (and for at least one year thereafter in the case of Products and Completed Operations, as set forth below), the Issuer shall cause all contractors to carry liability insurance of the type and providing the minimum limits set forth below:

(i) Workers' compensation and employer's liability with limits in accordance with applicable law.

(ii) Comprehensive general liability providing coverage for:

Facility and Operations  
 Products and Completed Operations  
 Owners/Contractors Protective  
 Contractual Liability  
 Personal Injury Liability  
 Broad Form Property Damage (including completed operations)  
 Explosion Hazard  
 Collapse Hazard  
 Underground Property Damage Hazard

Such insurance shall have a limit of liability of not less than \$1,000,000, per accident or occurrence on account of personal injury, including death or bodily injury resulting therefrom, and \$3,000,000 per accident or occurrence on account of damage to the Property of others;

(iii) Business auto liability, including all owned, non-owned and hired autos, with a limit of liability of not less than \$1,000,000 (combined single limit for personal injury, including bodily injury or death, and property damage).

(iv) Excess "umbrella" liability providing liability insurance in excess of the coverages in (i), (ii) and (iii) above with a limit of not less than \$10,000,000.

The Issuer does not in any way represent that the insurance specified herein, whether in scope or in limits of coverage, is adequate or sufficient to protect the City's business or interests.

All such insurance shall be in such form and in such responsible companies licensed to do business in New York. All policies under this Section 9.01 shall provide for at least thirty (30) days written notice to the Issuer and the Trustee before cancellation or modification.

If the City shall procure any insurance concurrent in form or contributing in loss with that required by this Section 9.01, such additional insurance shall (i) name the Issuer as Loss Payee and the Trustee as Lender Loss Payee and an additional insured, (ii) expressly provide that the proceeds thereof are to be received, held and applied pursuant to the provisions hereof relating to insurance of the type in question, and (iii) comply with all other requirements of this Section 9.01.

**Section 9.02. Waiver of Subrogation.** The Issuer and the City, respectively, hereby release each other from any and all liability or responsibility to the other or anyone claiming through or under it or them by way of subrogation or otherwise for any loss or damage to Property covered by any insurance then in force, even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible; provided,

however, that this release shall be applicable and in force and effect only with respect to *any* loss or damage occurring during such time as the policy or policies of insurance covering said loss shall contain a clause or endorsement to the effect that this release shall not adversely affect or impair such insurance or prejudice the right of the insured to recover there-under. If any extra premium is payable for such clause, the party for whose benefit the waiver of subrogation is applicable shall pay such extra premium.

**Section 9.03. Damage or Destruction; Condemnation.**

(a) If the Facility shall be damaged or destroyed or shall be taken by Condemnation (in whole or in part) at any time during the Lease Term:

(i) the Issuer and the City shall have no obligation to replace, repair, rebuild, restore or relocate the Facility;

(ii) subject to the limitations set forth in this Lease Agreement, there shall be no abatement or reduction in the amounts payable by the City under this Lease Agreement (whether or not the Facility is replaced, repaired, rebuilt, restored or relocated);

(iii) the City shall promptly give notice thereof to the Trustee and the Issuer; and

(iv) upon the occurrence of such damage or destruction or Condemnation, the Net Proceeds shall be paid to the Trustee and deposited in the Renewal Fund, and the City shall, so long as no Event of Default or Event of Nonappropriation has occurred and is continuing:

(A) replace, repair, rebuild, restore or relocate the Facility, or

(B) terminate this Lease Agreement pursuant to Section 11.01 hereof and direct the Issuer to redeem the Bonds Outstanding in full, or

(C) with the Trustee's prior written consent, direct the Issuer to redeem a pro-rata portion of the principal amount of the Bonds (together with interest thereon and applicable prepayment premium) equal to the Net Proceeds of the insurance claim, in accordance with the Indenture.

(b) If the City replaces, repairs, rebuilds, restores or relocates the Facility, the Trustee shall disburse the Net Proceeds from the Renewal Fund as provided in the Indenture to pay or reimburse the City for the cost of such replacement, repair, rebuilding, restoration or relocation. Any such replacements, repairs, rebuilding, restorations or relocations shall be subject to the following conditions:

(i) the Facility or substitute Facility shall be at least in substantially the same condition and value as an operating entity as existed prior to the damage or destruction;

(ii) the City shall furnish to the Trustee with an opinion of Bond Counsel that the exclusion from gross income for Federal income tax purposes of the interest on the Bonds shall not be adversely affected;

(iii) the Facility or substitute Facility will be subject to no Liens, other than Permitted Encumbrances; and

(iv) all such repair, replacement, rebuilding, restoration or relocation of the Facility or substitute Facility shall be effected with due diligence in a good workmanlike manner in compliance with all applicable legal requirements and the Issuer shall cause payment to be promptly and fully paid in accordance with the terms of the applicable contracts.

(c) In the event such Net Proceeds are not sufficient to pay in full the costs of such replacement, repair, rebuilding, restoration or relocation, the City shall nonetheless complete the work and pay from its own moneys that portion of the costs thereof in excess of such Net Proceeds. All such replacements, repairs, rebuilding, restoration or relocation made pursuant to this Section 9.03, whether or not requiring the expenditure of the Issuer's or the City's funds, shall automatically become a part of the Facility as if the same were specifically described herein and shall constitute Mortgaged Property (as defined in the Mortgage) and be subject to the Lien thereof.

(d) Any balance of such Net Proceeds remaining in the Renewal Fund after payment of all costs of replacement, repair, rebuilding, restoration or relocation shall, subject to any rebate required to be made to the Federal government pursuant to the Indenture or the Tax Certificate, be used by the Issuer to redeem the Bonds as provided in the Indenture (including the interest thereon to the date of prepayment and any applicable premium).

(e) If the City shall exercise its option to terminate this Lease Agreement pursuant to Section 11.01 hereof or following an Event of Nonappropriation, such Net Proceeds shall be applied to the payment of the amounts required to be paid by Section 11.01 hereof. If an Event of Default hereunder shall have occurred and the Trustee shall have exercised its remedies under Section 10.03 hereof, such Net Proceeds shall be applied to the payment of the amounts required to be paid by such Section 10.03 and the Indenture.

(f) After the entire principal amount of, premium, if any, and interest on, the Bonds have been fully paid, or provision therefore has been made in accordance with the Indenture, and after all fees, charges, expenses and all other amounts have been paid in full or adequately provided for, all remaining Net Proceeds shall be paid to the Issuer.

(g) Except upon the occurrence of an Event of Default or an Event of Nonappropriation, the Issuer shall have the right to settle and adjust all claims under any policies of insurance required by Section 9.01 hereof with the consent of the City and on its own behalf. Upon an Event of Nonappropriation or Event of Default, the Trustee shall have the exclusive right to settle and adjust all claims under any policies of insurance, title insurance, and/or Condemnation awards and on behalf of the Issuer and the City.

Section 9.05. Proceeds of General Liability Insurance. The proceeds of all general liability insurance shall be applied by the City or the Issuer to the payment of any judgment, settlement or liability incurred for risks covered by such insurance.

## ARTICLE X EVENTS OF DEFAULT AND REMEDIES

### Section 10.01. Events of Default; No Acceleration.

- (a) Each of the following events shall constitute an Event of Default hereunder:
  - (i) a failure by the City to pay any Base Rent payments when due; or
  - (ii) a failure by the City to pay within thirty (30) days of when due any Additional Rent payments or any other payment required hereunder; or
  - (iii) a failure by the City to perform any covenant, condition, agreement, act or obligation required under Section 7.01 or Section 9.01 of this Lease Agreement; or
  - (iv) a failure by the City to perform any covenant, condition, agreement, act or obligation required under this Lease Agreement (except for the obligations referred to in Section 10.01(a), (b) and (c) hereof), which failure shall continue for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied, shall have been given to the City by the Issuer or the Trustee. If the covenant, condition, agreement, act or obligation which the City has failed to observe or perform is of such a nature that it cannot reasonably be fully cured within such thirty (30) days, the City shall not be in default if the City commences a cure within such thirty (30) days and thereafter diligently proceeds with all action required to complete the cure, and, in any event, completes such cure within sixty (60) days of such prior written notice from the Issuer and/or the Trustee or such other period as may be agreed; or
  - (v) any material representation or warranty in Section 2.02 hereof proves to be untrue or incorrect; or
  - (vi) the City abandons the Facility; or
  - (vii) The City has filed or commenced, or there has been filed or commenced against it, a petition in bankruptcy or other proceeding under any applicable bankruptcy, insolvency or reorganization law; is adjudicated a bankrupt or insolvent; a court or governmental agency of competent jurisdiction enters an order or decree appointing, without its consent, a receiver or trustee of it or of the whole or substantially all of its Property, or approving a petition filed against it seeking reorganization or arrangement of it under applicable bankruptcy, insolvency or reorganization laws, and such adjudication, order or decree shall not be vacated, dismissed or discharged within sixty (60) days from the date of the entry thereof; or the City makes an assignment for the benefit of creditors or fails to promptly lift any execution, garnishment or attachment of such consequence as will impair its ability to make any payments under this Lease Agreement.

(b) No Acceleration. The Lease Payments are not subject to acceleration upon the occurrence and continuation of an Event of Default.

Section 10.02. Force Majeure. The provisions of Section 10.01(d) hereof are subject to the following limitations: If by reason of acts of God; strikes; lockouts or other industrial disturbances; acts of public enemies; order of any kind of the Government of the United States or of the State, or any department, agency, political subdivision, court or official of any of them or any civil or military authority; insurrections; riots; epidemics; pandemics, landslides; lightning; earthquakes; volcanoes; fires; hurricanes; tornados; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machines; partial or entire failure of utilities; or any cause or event not reasonably within the control of the City, the City is unable in whole or in part to carry out any one or more of its agreements or obligations contained herein, other than its obligations under Sections 6.01, 6.02 and 6.03 hereof, the City shall not be deemed in default by reason of not carrying out said agreement or agreements or performing said obligation or obligations during the continuance of such inability. The City shall make reasonable effort to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its agreements; provided, that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the City, and the City shall not be required to settle strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of the City unfavorable to the City.

Section 10.03. Remedies.

(a) Upon the occurrence of any Event of Default, the Issuer (at the written direction of the Trustee upon direction of a majority of Bondholders) or the Trustee (upon direction of a majority of Bondholders) may enter upon, take or maintain actual possession of the Facility, or any part thereof, and may, as attorney-in-fact or agent of the City or in its own name, hold, manage and operate the Facility and collect any revenues arising therefrom.

(b) Upon the occurrence and continuance of any Event of Default, the Issuer (at the written direction of the Trustee upon direction of a majority of Bondholders) or the Trustee (upon direction of a majority of Bondholders), may terminate this Lease Agreement.

(c) Upon the occurrence and continuance of any Event of Default, the Issuer (at the written direction of the Trustee upon direction of a majority of Bondholders) or the Trustee (upon direction of a majority of Bondholders), may take any action at law or in equity to collect any payments then due, or to enforce performance and observance of any obligation, agreement or covenant of the City hereunder.

(d) Any amounts collected from the City pursuant to this Section 10.03 shall be applied in accordance with the Indenture.

(e) If an Event of Default has occurred and is continuing, unpaid Base Rent and any other unpaid amounts due and payable hereunder, shall bear interest at a rate in lieu of the rate

otherwise payable hereunder, equal to the Default Rate, payable on demand to the Issuer, and to the extent assigned pursuant hereto or otherwise, to the Trustee.

**Section 10.04. No Remedy Exclusive.** No remedy conferred upon or reserved to the Issuer or the Trustee hereby is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer or the Trustee to exercise any remedy reserved to it in this Article X, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

**Section 10.05. Reimbursement of Attorneys' Fees.** If the City shall default under any of the provisions hereof and the Trustee shall employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement on the part of the City contained herein, the City will on demand therefor reimburse the Trustee for the reasonable fees of such attorneys and such other reasonable expenses so incurred.

**Section 10.06. Waiver of Breach.** In the event any obligation created hereunder shall be breached by either the Issuer or the City, and such breach thereafter shall be waived by the other, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder. The Issuer shall have no power to waive any default or breach hereunder by the City or Event of Default without the consent of the Trustee, and the Trustee may, without assuming any of the obligations or liabilities of the Issuer as landlord hereunder, except as provided under Section 7.02, exercise any of the rights of the Issuer hereunder.

## **ARTICLE XI EARLY TERMINATION REDEMPTION OF BONDS AT THE DIRECTION OF THE CITY**

**Section 11.01. Early Termination of Lease Agreement.** The City shall have the option to terminate this Lease Agreement in whole, but not in part, on any scheduled Base Rent payment date prior to the conclusion of the Lease Term hereof upon not less than 45 days' written notice to the Issuer and the Trustee and by paying the amount equal to all Lease Payments and any other amounts then due or past due hereunder, including the Base Rent payment due on the prepayment date, and the applicable "Prepayment Price" set forth in Payment Schedule attached hereto, which amounts will be paid to the Trustee for the account of the Issuer to pay the principal amount of the Outstanding Bonds, interest thereon to the date of redemption of the Bonds and any premium due on the Bonds and an amount sufficient to pay all unpaid fees and expenses of the Trustee.

**ARTICLE XII**  
**MISCELLANEOUS**

Section 12.01. Notices. Except as otherwise provided in this Lease Agreement all notices, certificates, requests, requisitions or other communications by the Issuer and the City pursuant to this Lease Agreement shall be in writing and shall be sufficiently given and shall be deemed given when mailed by first-class mail, postage prepaid, addressed as follows:

If to the Issuer: Troy Local Development Corporation

433 River Street, Suite 5001

Troy, New York 12180

Attn: Executive Director

With Copy to: Harris Beach Murtha Cullina PLLC

677 Broadway, Suite 1101

Albany, New York 12207

Attn: Justin S. Miller, Esq.

If to the City: City of Troy, New York

433 River Street, Suite 5001

Troy, New York 12180

Attn: Mayor

With Copy to: City of Troy, New York

433 River Street, Suite 5001

Troy, New York 12180

Attn: Corporation Counsel

Copy of notice served on parties' counsel shall not constitute notice served on the party except with the express prior written consent of the party and its counsel.

Section 12.02. Parties in Interest. This Lease Agreement shall inure to the benefit of and shall be binding upon the Issuer, the City and their respective successors and assigns, and no other Person shall have any right, remedy or claim under or by reason of this Lease Agreement except as provided in Sections 3.02, 7.01 and 7.02 hereof; provided, however, that neither the City nor the State shall in any event be liable for the payment of the principal of or interest on the Bonds or for the performance of any pledge, mortgage, obligation or agreement created by or arising out of this Lease Agreement or the issuance of the Bonds (other than the payment of Lease Payments and Additional Rent by the City hereunder), and further that neither the Bonds nor any such obligation or agreement of the Issuer shall be construed to constitute an indebtedness of the City or the State within the meaning of any constitutional or statutory provisions whatsoever.

Section 12.03. Amendments. This Lease Agreement may be amended only by written agreement of the parties hereto.

Section 12.04. Counterparts. This Lease Agreement may be executed in any number of

counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Lease Agreement.

Section 12.05. Severability. If any clause, provision or section of this Lease Agreement shall, for any reason, be held illegal or invalid by any court, the illegality or invalidity of such clause, provision or section shall not affect any of the remaining clause, provisions or sections hereof, and this Lease Agreement shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein. In case any agreement or obligation shall be deemed to be the agreement or obligation of the Issuer or the City, as the case may be, to the full extent permitted by law.

Section 12.06. Governing Law. The laws of the State of New York shall govern the validity, construction and performance of this Lease Agreement.

Section 12.07. Recording. Either party may record this Lease Agreement or a memorandum thereof.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be duly executed as of the day and year first above written.

TROY LOCAL DEVELOPMENT  
CORPORATION

By: \_\_\_\_\_  
Name: Seamus P. Donnelly  
Title: Chief Executive Officer

CITY OF TROY, NEW YORK

By: \_\_\_\_\_  
Name: Hon. Carmella R. Mantello  
Title: Mayor

APPROVED AS TO FORM:

---

Richard T. Morrissey, Esq.  
Acting Corporation Counsel

State of New York )  
 )  
 County of ) ss.:

On the \_\_\_\_\_ day of \_\_\_\_\_ the year 2025 before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

---

## Notary Public

State of New York )  
 ) ss.:  
County of )

On the \_\_\_\_\_ day of \_\_\_\_\_ the year 2025 before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

---

## Notary Public

## **Exhibit A**

### **Land Description**

## DESCRIPTION

82-90 Fourth Street (Lots 719-723)

### Parcel A:

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Troy, County of Rensselaer, and State of New York, on the easterly side of 4th Street, between Broadway, (formerly Albany Street) and State Street, and known on a Map of said City, as Lot No. 723, and bounded North by Lot No. 724; East by an alley; South by Lot No. 722; and West by 4th Street. Being 30 feet, on 4th Street and the alley, and 130 feet on each side and being known by the Street No. 82 Fourth Street.

## Parcel B:

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the 3rd Ward of the City of Troy, in the County of Rensselaer and State of New York, known and distinguished on a map of the middle allotment of said City, laid on the estate of the late Jacob D. Vanderheyden, as Lot No. 720, bounded Northerly by Lot 721; Southerly by Lot 719; Westerly by 4th Street; and, Easterly by an alley. Being 30 feet on 4th Street and the alley, and 130 feet on each side.

## Parcel C:

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Troy, County of Rensselaer, and State of New York, distinguished on a Map of the middle allotment of said City, laid out on the estate of Jacob D. Vanderheyden, as Lots Nos. 721 and 722, and which said lots, taken together are bounded, Northerly by Lot No. 723; Southerly by Lot No. 720; Westerly by 4th Street; Easterly by an alley; being 60 feet on 4th Street and the alley and 130 feet on each side.

## Parcel D:

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being on the easterly side of 4th Street in the City of Troy, County of Rensselaer and State of New York, known and distinguished on a map of the middle allotment of said City, made for Jacob D. Vanderheyden by Evert Van Alen dated May 25th, 1907, by the Lot number 719 and bounded and described as follows: Southerly by Lot Number 718; Northerly by Lot Number 720; Westerly by 4th Street; Easterly by an alley. Containing in breadth on 4th Street 30 feet and extending from the easterly side of 4th Street easterly the same width 130 feet to the alley.

The above mentioned lot is shown on the "Hopkins Atlas" of the City of Troy on file in the Rensselaer County Clerk's Office and also shown on the "Map of Compact Part of the City of Troy" made by W. Roberts, Jr., City Surveyor, April 1828 and filed in the Rensselaer County Clerk's Office as Map 89 in Drawer 1985.

The above described parcels are together more modernly bounded and described as follows:

BEGINNING at a point on the east line of Fourth Street located S 08 deg. 39' 36" W 160.00 feet from the intersection of the east line of Fourth Street with the South line of Broadway and running thence from said point of beginning S 81 deg. 20' 24" E along the south line of lands now or formerly of Tousignant known as Street Number 80 Fourth Street 131.00 feet to a point; thence S 08 deg 39' 36" W along the west line of Williams Street 150.76 feet to a point; thence N 81 deg. 25' 33" W along the north line of lands now or formerly of Verizon New York Inc. known as Street Numbers 92-96 Fourth Street 131.00 feet to a point; thence N 08 deg. 39' 36" E along the east line of Fourth Street 150.96 feet to the point and place of beginning

**Exhibit B**  
**Description of Equipment**

All articles of personal property and all appurtenances acquired with the proceeds of the Bonds or any payment made by the City of Troy (the “City”) pursuant to the Lease Agreement dated as of December \_\_, 2025 (the “Lease Agreement”) by and between Troy Local Development Corporation and the City and now or hereafter attached to, contained in or used in connection with the Land (as defined in the Lease Agreement and Exhibit A to the Lease Agreement) and/or the Facility (as defined in the Lease Agreement) or placed on any part thereof, though not attached thereto, including, but not limited to pipes, screens, fixtures, heating, lighting, plumbing, ventilation, air conditioning, compacting and elevator plants, call systems, stoves, ranges, refrigerators and other lunch room facilities, rugs, movable partitions, cleaning equipment, maintenance equipment, shelving, flagpoles, signs, waste containers, outdoor benches, drapes, blinds and accessories, sprinkler systems and other fire prevention and extinguishing apparatus and materials, motors, machinery; and together with any and all products of any of the above, all substitutions, replacements, additions or accessions therefor, and any and all cash proceeds or non-cash proceeds realized from the sale, transfer or conversion of any of the above.

## Exhibit C

## Base Rent Schedule

YEAR	ANNUAL BASE RENT PAYMENT
2027	\$675,000
2028	\$675,000
2029	\$675,000
2030	\$675,000
2031	\$675,000
2032	\$675,000
2033	\$675,000
2034	\$675,000
2035	\$675,000
2036	\$675,000
2037	\$675,000
2038	\$675,000
2039	\$675,000
2040	\$675,000
2041	\$675,000
2042	\$675,000
2043	\$675,000
2044	\$675,000
2045	\$675,000
2046	\$675,000
2047	\$675,000
2048	\$675,000
2049	\$675,000
2050	\$675,000
2051	\$675,000
2052	\$675,000
2053	\$675,000
2054	\$675,000
2055	\$675,000
2056	\$675,000