

SECOND AMENDMENT TO MANAGEMENT AGREEMENT

This Second Amendment to Management Agreement (this “Agreement”) dated the 21st day of February, 2024, between I.Park 87, LLC, a Delaware limited liability company, having its principal offices at 485 West Putnam Avenue, Greenwich, Connecticut 06830 (referred to herein as “I.Park 87” or “Manager”), I.Park 87 West, LLC, a Delaware limited liability company, having its principal offices at 485 West Putnam Avenue, Greenwich, Connecticut 06830 (referred to herein as “I.Park 87 West”, and along with I.Park 87 collectively referred to herein at times either “I.Park”), Kingston Realty Team, LLC, a New York limited liability company having an address located at c/o Bluecap Realty Management, P.O. Box 104, Monsey, New York 10952 (referred to herein as “KRT”) and Abe’s Ny Realty, LLC, a New York limited liability company c/o Bluecap Realty Management, P.O. Box 104, Monsey, New York 10952 (hereinafter referred to as the “Abe’s Realty”), BSD Realty, LLC, a New York limited liability company c/o Bluecap Realty Management, P.O. Box 104, Monsey, New York 10952 (hereinafter referred to as “BSD”) (KRT, Abe’s Realty, and BSD are collectively referred to herein as the “Kingston Realty Team Group”). I.Park 87, I.Park 87 West, KRT, Abe’s Realty and BSD are each individually referred to at times as a “Party” and collectively as the “Parties”.

WHEREAS, i.Park 87 is the “Manager” under that certain Tech City Management Agreement (the “Management Agreement”), dated October 15, 2022, and recorded October 15, 2022 in Book 3432 at Page 117 on the land records of the Clerk of the County of Ulster, as amended by that certain Amendment of Tech City Management Agreement dated as of December 27, 2021;

WHEREAS, i.Park 87 is the owner of the following lots (collectively the "i.Park 87 Lots"):

- (a) Tax Map Nos. 48.7-1-29.110 known as Enterprise Drive/Boices Lane
- (b) Tax Map Nos. 48.7-1-29.120 known as 1000-1098 Enterprise Drive
- (c) Tax Map Nos. 48.7-1-29.130 known as 900-998 Enterprise Drive
- (d) Tax Map Nos. 48.7-1-29.140 known as 300-398 Boices Lane
- (e) Tax Map Nos. 48.7-1-29.150 known as Enterprise Drive/Boices Lane
- (f) Tax Map Nos. 48.7-1-29.160 known as 1200-1298 Enterprise Drive
- (g) Tax Map Nos. 48.7-1-29.170 known as 100-198 Boices Lane
- (h) Tax Map Nos. 48.7-1-29.240 known as 1800-1898 Enterprise Drive
- (i) Tax Map Nos. 48.7-1-29.250 known as 500-798 Boices Lane
- (j) Tax Map Nos. 48.7-1-29.260 known as 460 Old Neighborhood Road
- (k) Tax Map Nos. 48.7-1-29.270 known as Enterprise Drive/Boices Lane
- (l) Tax Map Nos. 48.7-1-29.400 known as 700-798 Enterprise Drive
- (m) Tax Map Nos. 48.7-1-29.500 known as 1300-1598 Enterprise Drive
- (n) Tax Map Nos. 48.7-1-29.700 known as 500-698 Enterprise Drive
- (o) Tax Map Nos. 48.7-1-29.800 known as 300-498 Enterprise Drive

(p) Tax Map Nos. 48.7-1-29.900 known as 100-298 Enterprise Drive; and

WHEREAS, I.Park 87 West is the owner of the following lots and the contract vendee of the lot known as Tax Map Nos. 48.7-1-29.600 (collectively the “I.Park 87 West Lots;” and, together with the i.Park 87 Lots, the “i.Park Lots”):

(a) Tax Map Nos. 48.7-1-29.100 known as 101-899 Enterprise Drive; and

(b) Tax Map Nos. 48.7-1-29.300 known as 901-949 Enterprise Drive; and

WHEREAS, the Kingston Realty Team Group is the successor in interest to Ulster Business Complex, LLC, and AG Properties of Kingston, LLC in the Management Agreement as to the following lots (collectively the “Kingston Realty Team Group Lots”):

(a) Tax Map Nos. 48.7-1-29.180 known as 80-88 Boices Lane

(b) Tax Map Nos. 48.7-1-29.190 known as 70-78 Boices Lane

(c) Tax Map Nos. 48.7-1-29.210 known as 1600-1678 Enterprise Drive

(d) Tax Map Nos. 48.7-1-29.220 known as 1680-1698 Enterprise Drive

(e) Tax Map Nos. 48.7-1-29.230 known as 1700-1798 Enterprise Drive

(f) Tax Map Nos. 48.7-1-29.290 known as 90-98 Boices Lane

WHEREAS, the Parties desire to amend the Management Agreement on the terms and conditions contained herein,

NOW THEREFORE, for the mutual promises contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby amend the Maintenance Agreement as follows:

1. The following definitions are hereby amended:

- a. Section 1.13 of the Management Agreement is hereby deleted and replaced with the following:

1.13 "Common Expenses" means all expenses incurred by the Manager in fulfilling its responsibilities and in providing services under this Agreement, whether foreseen or unforeseen, "ordinary" or "extraordinary," "capital" or "non-capital." Common Expenses may be "generally allocated or "specially allocated." A statement that a task is to be performed and an action taken "at Common Expense" means that the costs incurred by the Manager in performing such task(s) or taking such action(s) are Common Expenses. Examples of costs included in Common Expenses, and a list of costs that are excluded from common Expenses, are set forth in Exhibit 4. The Common Expenses for the Kingston Realty Team Group Lots is, collectively, \$90,396.80, and the real estate tax share for the Kingston Realty Team Group Lots is, collectively, \$80,532.82, for calendar year 2023, such figures being subject to revision on an annual basis.

- b. Section 1.15 of the Management Agreement is hereby deleted and replaced with the following:

1.15 “Common Facilities” means (a) those portions of the Parcel known as Parcel 27 after the lot line adjustment pending as of December 20, 2023 and/or the areas identified herein for ingress and egress, including but not limited to shared parking as set forth in this Agreement; (b) the Central Utility Plant; (c) Paved Areas; (d) Landscaped Areas; (e) Utility Systems; (f) the Bridge; and (g) any rights, easements or other appurtenances of the Complex as a whole. Notwithstanding the preceding sentence, “Common Facilities” do not include any land, easement, utility installation or other property owned by the Town, by any other governmental entity or by any Utility Provider. Exhibit 1 describes circumstances under which land, Utility Systems, and other real and/or personal property that are Common Facilities may cease to be Common Facilities.

- c. Section 1.29 of the Management Agreement is hereby deleted and replaced with the following:

1.29 “Manager” means I.Park 87, LLC, and any entity that succeeds to the Manager’s rights and obligations under this Agreement.

2. Section 3.3 of the Management Agreement is hereby deleted and replaced with the following:

3.3 PURPOSES OF THIS AGREEMENT. This Agreement provides for (a) ownership, Operation and use of the Common Facilities; (b) provision of Utility Services to the Complex; (c) covenants, easements and restrictions

applicable to the use of the Complex; (d) payment of the Infrastructure Fee to the owner of the Common Facilities; (e) provision of master hazard insurance for the Complex by the Manager; and (f) payment of the common Expense Charges to the Manager.

3. Section 3.4 of the Management Agreement is hereby deleted and replaced with the following:

3.4 ORIGINAL DECLARATION AND MANAGEMENT AGREEMENT SUPERCEDED. The parties to this Agreement, including that certain Amendment to Tech City Management Agreement dated as of December 27, 2021 and that certain Second Amendment to the Management Agreement dated as of December __, 2023, have determined that the Original Declaration and the Management Agreement, are both inadequate to serve their respective stated purposes, and that the orderly redevelopment and Operation of the complex requires the clarification or elaboration of numerous provisions. Accordingly, for the sake of convenience, this Agreement, as amended by the First Amendment to Management Agreement, supersedes and replaces the Original Declaration in its entirety, except insofar as reference to the Original Declaration is required to given meaning this Paragraph 3.

4. Section 3.5 of the Management Agreement is amended to add reference to that certain Amendment to Tech City Management Agreement dated as of December 27, 2021 and this Agreement and shall read as follows: "The covenants, easements, restrictions, conditions and charges set forth in this

Agreement, as amended, shall run with the land, binding and inuring to the benefit of all parties now or hereafter owning or having any other interest in the Complex.”

5. Section 4.1 of the Management Agreement is hereby deleted and replaced with the following:

4.1 INFRASTRUCTURE FEE. The parties hereto agree to eliminate the Infrastructure Fee for each of the Kingston Realty Team Group Lots. Accordingly, all references to the Infrastructure Fee as it relates to the Kingston Realty Team Group Lots are hereby deleted in their entirety.

6. Section 5.5 of the Management Agreement is hereby deleted and replaced with the following:

5.5 OBJECTIONS TO TOWN APPLICATIONS. The parties hereto acknowledge and agree that I.Park 87 has pending applications for certain approvals with the governmental agencies having jurisdiction over the Property regarding the I.Park 87 Lots. In consideration of the mutual promises contained herein and other consideration the parties agree as follows: (a) the Kingston Realty Team Group acknowledges and agrees that it shall not file any objection to I.Park 87's pending applications as currently submitted before the Town of Ulster Town Board and Planning Board and other interested agencies. Kingston Realty Team Group may file an objection if and only if, such I.Park 87 applications are revised in a manner inconsistent with the terms hereof and

that would materially adversely impact the current permits, approvals, uses, functioning, or operations of the Kingston Realty Team Group Lots.

(b) I.Park 87 acknowledges and agrees that it shall not file any objection to applications filed by owners of the Kingston Realty Group Lots for approval of applications for Permitted Uses and related improvements. I.Park 87, i.Park 87 West and/or Manager may file an objection, if and only if, such Kingston Realty Group Lot application would materially adversely impact the current permits, approvals, uses, functioning, or operations of any one or all of the I.Park Lots.

(c) i.Park and the Kingston Realty Team Group has issued as of the date hereof a joint letter to the Town, confirming that all outstanding issues have been resolved between i.Park and the Kingston Realty Team Group and that each member of the Kingston Realty Team Group supports i.Park 87's pending applications with the Town.

7. Section 6.2 of the Management Agreement is hereby amended to add a new Section 6.3 that shall read as follows:

6.3 Notwithstanding the foregoing to the contrary, the Parties hereby agree that upon the installation of submeters on each Parcel by the Manager that all references to Consumption Based Utility Expenses shall be moot and that the charges for any and all such Utility Costs shall be based on actual usage in accordance with meter readings. Each Parcel shall be charged based on meter

readings commencing with the day a submeter is installed and put into use on any such Parcel. The Manager shall notify each Owner of Parcel in writing on the commencement date for such meter based Utility Costs.

8. Section 7 of the Management Agreement is hereby amended to add a new Section 7.4 that shall read as follows:

7.4 PARKING FOR KINGSTON REALTY TEAM GROUP LOTS. (a)

Notwithstanding anything to the contrary contained above in this Section 7, or otherwise in this Agreement as it relates to Parking for the Kingston Realty Team Group Lots, the Parties agree that the aggregate number of parking spaces allocated to the Kingston Realty Team Group Lots shall be reduced from the amount of parking spaces entitled to the Kingston Realty Group Lots under the Management Agreement and other agreements recorded as of the date hereof in the Land Records of the Ulster County Clerk's Office to 487 parking spaces (collectively, the "Kingston Realty Team Group Parking Spaces"), which Kingston Realty Team Group Parking Spaces shall be located on the Kingston Realty Team Group Parking Lot and the Adjacent Parking Spaces (as each term is hereinafter defined). The easement for the Kingston Realty Team Group Parking Spaces shall be allocated and located as follows (i) 400 Parking Spaces in the area shown and designated in Exhibit 10-1 attached hereto and made a part hereof as "Parking Lot" (the "Kingston Realty Team Group Parking Lot"); and (ii) eighty-seven (87) Parking Spaces adjacent to its Buildings in the areas

shown and designated in Exhibit 10-2 attached hereto and made a part hereof as "Adjacent Parking Spaces." The Kingston Realty Team Group shall also have an easement over an unpaved grass area which can support forty-eight (48) additional Parking Spaces that the Kingston Realty Team Group shall have the right, at its sole cost and expense, to pave and stripe for Parking Spaces upon its issuance of a Parking Notice as set forth in Subsection (b) below, in the areas west of Building 52 as shown and designated in Exhibit 10-2 attached hereto and made a part hereof as "To Be Constructed Parking Spaces".

(b) Subject to Section 7.4(e) below, the Kingston Realty Team Group shall notify Manager in the event the Town requires, in writing, that the Kingston Realty Team Group Lots have more than 487 parking spaces in the aggregate in order to satisfy the parking requirements set forth in the Zoning Code of the Town of Ulster as of the date hereof for the improvements existing upon the Kingston Realty Team Group Lots as of the date hereof using a parking ratio of 1/700 square feet of gross floor area (individually, an "Improvement," and, collectively, the "Improvements") for a Permitted Use (as hereinafter defined) (i.e., the Town has issued a written violation or requires such additional parking as part of a site plan or other land use application by a Kingston Realty Team Group Lot for a Permitted Use within an Improvement located on a Kingston Realty Team Group Lot as of the date hereof, due to the fact that the Kingston Realty Team Group Lot(s) having insufficient parking (a

“Parking Notice”)). Upon Manager’s receipt of the Parking Notice, the Kingston Realty Team Group Lots shall be permitted to construct upon the Kingston Realty Team Group Parking Lot, at the sole cost and expense of the Kingston Realty Team Group, a parking garage having up to 250 additional parking spaces (the “Parking Garage”). Until such time as the Parking Garage is constructed and approved by the Town, the Kingston Realty Team Group shall have the right to construct and use the To Be Constructed Parking Spaces. Upon issuance of a certificate of occupancy or certificate of completion for the Parking Garage by the Town of Ulster, the easement for the To Be Constructed Parking Spaces and the Adjacent Parking Spaces shall automatically terminate.

(c) Intentionally Omitted.

(d) Intentionally Omitted.

(e) The Kingston Realty Team Group Parking Spaces shall be allocated among the Kingston Realty Team Group Lots in accordance with the amended Exhibit 9, attached hereto and made a part hereof. If a Kingston Realty Team Group Lot is being required to have more parking spaces than such Kingston Realty Team Group Lot is allocated in amended Exhibit 9, the allocation of Kingston Realty Team Group Parking Spaces in amended Exhibit 9 shall be reallocated in order for such Kingston Realty Team Group Lot to satisfy such parking space requirement. If, and only if, the Town of Ulster requires the Kingston Realty Team Group Lots to have more than

487 parking spaces, in the aggregate, in accordance herewith shall the Kingston Realty Team Group be entitled to issue a Parking Notice. The use of the Kingston Realty Team Group Parking Spaces by the Kingston Realty Team Group, their successors, assigns, employees, tenants and invitees shall be on a non-exclusive basis; provided however that in the event any one or more owner(s) of a Kingston Realty Team Group Lot sends written notice to the Manager that there are insufficient parking spaces in the Kingston Realty Group Parking Lot due to the parking of vehicles by other Parcel Owners, including their representatives, employees, heirs, successors, assigns and invitees, then the Manager shall take commercially reasonable steps within thirty (30) days to mark or limit access to the Kingston Realty Group Parking Lot by others in order to ensure the use of four hundred (400) parking spaces by the Kingston Realty Team Group within the Kingston Realty Team Group Parking Lot.

7.4.1 PARKING SPACE LOCATIONS AND MODIFICATIONS. The Parties further agree that the number of parking spaces designated to a particular Kingston Realty Team Group Lot as amended in Exhibit 9 attached hereto and made a part hereof shall not be amended without the prior written consent of the owner of said Kingston Realty Team Group Lot, which consent may not be unreasonably withheld. Any such amendment to the number or to the location of parking spaces allocated among the Kingston Realty Team Group Lots shall be governed by Exhibit 5, as amended in this Agreement. Manager reserves the right to relocate some or all of the

Kingston Realty Team Group Parking Spaces from the Kingston Realty Team Group Parking Lot (and from any relocated location pursuant to the terms hereof) provided any such relocated Kingston Realty Team Group Parking Spaces shall comply with Governmental Parking Approvals and shall be in a location that is within reasonable proximity of the Kingston Realty Team Group Lots. Notwithstanding the foregoing to the contrary, the parties hereby agree that in a manner such that Kingston Realty Team Group Parking Spaces shall meet all applicable requirements and standards of the Town of Ulster and other applicable agencies that: (i) the Manager shall within one hundred eighty (180) days remove of any existing improvements located on, in or under the Kingston Realty Team Group Parking Lot, including but not limited to portions of concrete or similar materials related to prior foundations, and replace the same with clean fill; (ii) the Manager shall install any curbing, landscaping, lighting and other improvements related to the Site Plan Approval; and (iii) Kingston Realty Team Group shall be responsible for the paving and striping the Kingston Realty Team Group Parking Spaces. The size of the parking spaces allocated hereunder shall be governed by the requirements of the Town, but nothing herein shall prevent or prohibit the access and parking of trucks for purposes of deliveries to or from the Kingston Realty Team Group Lots. For purposes of this Agreement the term "Governmental Parking Approvals" shall mean any and all approvals, permits, zoning amendments, or other consents required from the Town of Ulster for a

Kingston Realty Team Group Lot to be deemed by the Town to be in compliance with all parking requirements and standards applicable to the Kingston Realty Team Group Lot(s) for the Permitted Uses of and Improvements in accordance with the Town of Ulster Code.

9. The parties hereto ratify and reaffirm that Section 13.1, which prohibits residential uses on any Parcel, is hereby deleted. Notwithstanding the foregoing to the contrary, the Parties hereto acknowledge and agree that the Kingston Realty Team Group Lots will not be used for residential uses.

10. Article 13 is further amended by adding a new Section 13.8 which reads as follows:

13.8 Except for violations of the specific restrictions contained in Section 13.1 through 13.7 above, nothing in this Article 13 or elsewhere in this Agreement shall be construed to, and neither the Manager or any other Parcel Owner shall possess the right to, limit the development or use of any other Building on any other Parcel. Each Owner of a Parcel retains the right change the use of or to the development of the Buildings on its own Parcel, including but not limited to the addition of loading docks, without the consent or approval of the other Parcel Owners or the Manager, subject only to the ordinances, rules, and regulations of the Town.

11. Section 15.4 of the Management Agreement is hereby deleted.

12. Redevelopment Overlay District. The parties hereto acknowledge and agree that I.Park 87 is in the process of petitioning for and seeking the approval of the Town of Ulster to (i) designate the I.Park 87 Lots as part of the Redevelopment Overlay District (“ROD”) for use of the ROD provisions (“ROD Request”) and (ii) a lot line adjustment and site plan approval for certain I.Park 87 Lots. I.Park 87 hereby agrees that at any time after the Town of Ulster issues a decision of approval on I.Park’s pending ROD Request, and approval of the pending lot line adjustment and site plan approval, on a non-appealable basis, I.Park 87 shall, upon reasonable prior written request of one or more owners of a Kingston Realty Team Group Lot and subject to the terms hereof, participate in and take all actions commercially reasonable to cause the Town of Ulster to designate the Kingston Realty Team Group Lots as being within the ROD, including, but not limited to, I.Park 87 seeking amended approval from the Town of the I.Park ROD Request to ensure the Kingston Realty Team Group Lots are designated as within the ROD for the use of the ROD provisions (“Future ROD Request”). Any such Future ROD Request shall (i) be at the sole cost and expense of the Kingston Realty Team Group; and (ii) not include any proposal or request for Kingston Realty Team Group Lots to be used for residential purposes. In no event shall any Kingston Realty Team Group Lot be used for residential purposes.
13. Section 16 “Right of First Refusal” along with its corresponding exhibit, namely Exhibit 10, are both hereby deleted. Section 16 shall remain in the Agreement and be now noted as “RESERVED”.

14. For purposes of Notices under Section 17, all notices sent pursuant to the Agreement shall be sent as follows:

- a. To I.Park entities:

485 West Putnam Avenue
Greenwich, Connecticut 06830

- b. To Kingston realty Team Group Entities:

c/o Bluecap Realty Management
P.O. Box 104
Monsey, New York 10952

15. Exhibit 5 to the Management Agreement is hereby amended as set forth in Exhibit 5 to this Agreement.
16. Exhibit 9 to the Management Agreement is hereby amended as set forth in Exhibit 9 to this Agreement. The Parties acknowledge and agree that that certain Easement dated as of February 20, 2019 and recorded in the Ulster County Clerk's Office on March 5, 2019 in Book 6406 page 156 is hereby terminated in its entirety.
17. I.Park and the Kingston Realty Group Team acknowledge and agree that as of the date of the approval of I.Park's lot line adjustment the Assessment Amount for the Kingston Realty Team Group Lots shall be reduced in the aggregate to fifteen percent (15.00%). The Assessment Amount for each Kingston Realty Team Group Lot shall be allocated as follows:

- a. Building 33: 1.5%
 - b. Building 42 - 3.6%
 - c. Building 43 - 2.8%
 - d. Building 51 - 1.9%
 - e. Building 52 - 5.5%
 - f. Building 64 - 0.7%
18. All other provisions of the Original Management Agreement shall remain in full force and effect. In the event either party hereto brings an action to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to collect the costs associated with such an action, including reasonable attorney's fees.
19. This Agreement shall be recorded in the Office of the County Clerk, County of Ulster by the Manager. Any recording of this Amendment contrary to the terms and conditions contained herein shall be deemed null and void, and of no force and effect.
20. This Agreement was unanimously approved by all of the Owners of the Parcels governed by the Original Management Agreement is effective immediately. The easements, covenants and restrictions contained herein, and as otherwise stated in the Original Management Agreement shall run with the land.

21. This Agreement shall be construed in accordance with and shall be governed by the laws of the State of New York. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. The captions in this Agreement are for convenience only, and shall not be considered in construing this Agreement.
22. The Parties hereto agree that this Agreement shall be replaced by a to be agreed upon agreement(s) of the parties. The new agreement(s) shall terminate the existing Management Agreement and replace it with a reciprocal easement agreement incorporating the terms and conditions of this Agreement. Each party hereto agrees to reasonable cooperate with the preparation and execution of the aforementioned documents on or before March 15, 2024.
23. This Agreement may be executed in one (1) or more counterparts and each of which shall be deemed an original, but all of which when taken together shall constitute one and the same Agreement.

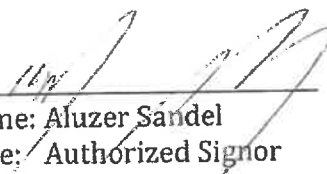
I.Park 87, LLC

By: 
Name: Joseph Corter
Title: President

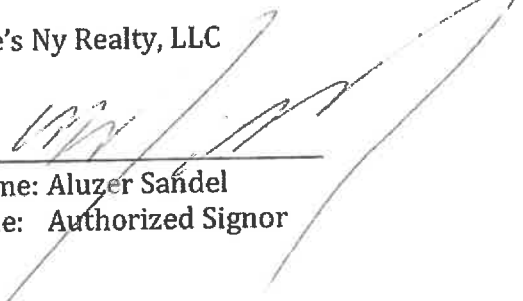
I.Park 87 West, LLC

By: 
Name: Joseph Corter
Title: President

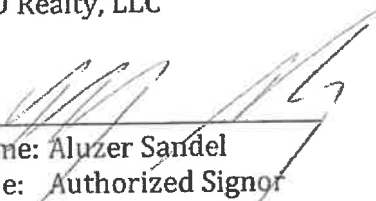
Kingston Realty Team, LLC

By: 
Name: Aluzer Sandel
Title: Authorized Signor

Abe's Ny Realty, LLC

By: 
Name: Aluzer Sandel
Title: Authorized Signor

BSD Realty, LLC

By: 
Name: Aluzer Sandel
Title: Authorized Signor

ACKNOWLEDGEMENTS

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

On the 21st day of February, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Joseph Cotter, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

DANIEL SCHUYLER
Notary Public, State of New York
Reg. No. 01SC5084025
Qualified in Orange County
Commission Expires August 25, 2025

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

On the 20 day of February, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Aluzer Sandel, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

DAVID GUTTMAN
Notary Public - State of New York
No. 01GU6422951
Qualified in Orange County
My Commission Expires October 04, 2025

EXHIBIT 5

PARKING

Exhibit 5 to the Management agreement is hereby amended as follows:

A new Section 3.4 is added and shall read as follows:

3.4 Notwithstanding the foregoing to the contrary, the Manager's ability to reallocate parking spaces as set forth above in this Section 3 shall be limited to the I.Park Lots. There shall be no reallocation or reduction of the Kingston Realty Team Group Lots without the prior written consent of the Owner of the Kingston Realty Team Group Lot affected by any temporary or permanent reallocation of parking spaces as determined by the Manager. The Kingston Realty Team Group Lots shall reallocate parking spaces prior to issuance of any Parking Notice, as more particularly set forth herein.

EXHIBIT 9

PARKING

Exhibit 9 to the Management agreement is hereby amended to revise the Allocated Parking Allotment to the Kingston Realty Team Group Lots as follows:

Building 33 – 40 parking spaces

Building 42 - 96 parking spaces

Building 43 - 72 parking spaces

Building 51 - 28 parking spaces

Building 52 – 148 parking spaces

Building 64 - 16 parking spaces

Adjacent Parking Spaces: 87 parking spaces, as shown on Exhibit 10-2 attached hereto and made a part hereof.

All Buildings: all buildings shall have the non-exclusive right to use the 87 Adjacent Parking Spaces on a first come first serve basis until such time as the Parking Garage is issued a certificate of occupancy or certificate of completion by the Town of Ulster.

TOTAL: 487 spaces

The owners of the Kingston Realty Team Group Lots may the reallocate parking spaces among the Kingston Realty Team Group Lots set forth above at any time by written agreement among the owner of the Lots in accordance with Section 2 of Exhibit 5. The Kingston Realty Team Group Lots shall reallocate parking spaces prior to issuance of any Parking Notice, as more particularly set forth herein. Upon the execution of such an agreement, the owners of the affected Lots shall deliver a copy of the agreement reallocating the parking spaces to the Manager.

All other terms and conditions of Exhibit 9 shall remain in full force and effect.

[Consent as to Tax Map. No. 48.7-1-29.600]

By execution below, the undersigned owner of the lot known as Tax Map No. 48.7-1-29.600 in the Town of Ulster, County of Ulster, State of New York, hereby consents to this Second Amendment to Management Agreement

Dated: _____, 2024

ULSTER COUNTY ECONOMIC DEVELOPMENT ALLIANCE, INC.

By: _____

Name:

Title: