

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT dated as of May 13, 2025 (this "Amendment") by and between the COUNTY OF SARATOGA INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation of the State of New York having its office at Saratoga County Municipal Center, Ballston Spa, New York 12020 (the "Lessor"), as landlord, and CTI PROPERTIES, LLC, a limited liability company organized and existing under the laws of the State of New York and having an address of 2 McCrea Hill Road, Ballston Spa, New York 12020 (the "Company"), as tenant;

W I T N E S S E T H:

WHEREAS, the New York State Industrial Development Agency Act, being Title I of Article 18-A of the General Municipal Law, Chapter 24, of the Consolidated Laws of the State of New York, as amended (the "Enabling Act"), authorizes and provides for the creation of industrial development agencies for the benefit of the several counties, cities, villages and towns in the State of New York and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and dispose of land and any buildings or other improvements, and all real and personal properties, including, but not limited to, machinery and equipment deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for, among other things, manufacturing, warehousing, research, commercial or industrial purposes, in order to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York and to improve their recreation opportunities, prosperity and standard of living; and

WHEREAS, the Enabling Act further authorizes each such agency to lease or sell any or all of its facilities; and

WHEREAS, the Lessor was created pursuant to and in accordance with the provisions of the Enabling Act by Chapter 855 of the Laws of 1971 of the State of New York, as amended (said chapter and the Enabling Act being hereinafter collectively referred to as the "Act"), and is empowered under the Act to undertake the Project (as hereinafter defined) in order to so advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York and improve their standard of living; and

WHEREAS, the Lessor, by resolution adopted on September 20, 2022 (the "Resolution"), resolved to undertake a project (the "2022 Project") consisting of (A) (1) the acquisition of an interest in an approximately 2.49 acre parcel or parcels of land constituting tax map parcel 228.-3-59.1 and located at 2A McCrea Hill Road in the Town of Ballston, New York (the "Land"), (2) the construction of a 18,000 square foot facility located on the Land to be leased by the Applicant to Core Tech Industrial Corp. (the "Tenant") for use by the Tenant in design and fabrication of equipment for use in the power and energy industries and for corporate headquarters (the "2022 Facility") and (3) the acquisition and installation therein of certain machinery and equipment (the "2022 Equipment" and together with the Land and the 2022 Facility, collectively, the "2022 Project Facility"), (B) the lease (with the obligation to purchase) or the sale of the 2022 Project Facility to the Company or such other person as may be designated by the company and agreed upon by the Lessor and (C) the providing by the Lessor of certain "financial assistance" (as defined in the Act) in the form of exemptions from mortgage recording tax, real property taxes and state and local sales tax; and;

WHEREAS, the 2022 Project Facility was leased by the Company to the Lessor pursuant to the terms of an Underlying Lease dated as of September, 28, 2022 by and between the Company, as landlord, and the Lessor, as tenant and recorded in the office of the Saratoga County Clerk on October 14, 2022 as Instrument #2022032649; and

WHEREAS, the Lessor has leased the 2022 Project Facility to the Company pursuant to the terms of that certain dated as of September 28, 2022 by and between the Lessor, as lessor, and the Company, as lessee, and recorded in the office of the Saratoga County Clerk on October 14, 2022 as Instrument #2022032650 (the "Lease Agreement") (all capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Lease Agreement); and

WHEREAS, by resolution duly adopted on March 11, 2025, the Lessor agreed to undertake a project (the "2025 Project") consisting of (A) (1) the construction on the Land of a 12,000 square foot facility (the "2025 Facility"), to be leased by the Company to the Tenant for use by the Tenant in the design and fabrication of equipment for use in the power and energy industries and for corporate headquarters and (2) the acquisition and installation therein of certain machinery and equipment (the "2025 Equipment" and together with the 2025 Facility, collectively, the "2025 Project Facility"), and (B) the granting of "Financial Assistance" (as such term is defined in the Act) with respect thereto in the form of exemptions from sales tax, mortgage recording tax and real property taxes; and

WHEREAS, in connection therewith, the parties desire to modify the Lease Agreement in the manner hereinafter set forth;

NOW, THEREFORE, THE LESSOR AND THE COMPANY HEREBY AGREE AS FOLLOWS:

1. Section 1.1 of the Lease Agreement is hereby amended to include the following defined terms to appear in their proper alphabetical position within said Section

"2025 Equipment" means that portion of the Equipment installed into the 2025 Facility.

"2025 Facility" means the approximately 12,000 square foot facility to be constructed on the Land.

"2025 Project" means that project undertaken by the Lessor consisting of (A) the construction of the 2025 Facility and (B) the acquisition and installation in the Facility of the 2025 Equipment.

"2022 Equipment" means that portion of the Equipment installed into the 2022 Facility.

"2022 Facility" means the approximately 18,000 square foot structure constructed on the Land.

"2022 Project" means the acquisition of the Land, the construction of the 2022 Facility and the installation of the 2022 Equipment.

2. The following defined terms set forth in Section 1.1 of the Lease Agreement are hereby amended and restated in their entirety to read as follows:

"Completion Date" means the date which is certified by an Authorized Representative of the Company as the dates of completion of the 2022 Project and the 2025 Project, respectively, pursuant to this Lease Agreement.

"Equipment" means collectively the 2022 Equipment and the 2025 Equipment.

"Facility" means collectively the 2022 Facility and the 2025 Facility.

"Leasing Documents" means the Underlying Lease, the Bill of Sale to Lessor, this Lease Agreement, the PILOT Agreement, the Project Agreement and any other document now or hereafter executed by the Lessor and the Company in connection with the Project Facility, as the same may be amended or supplemented from time to time in accordance with the terms thereof.

“Loan” means the loan or loans from the Lender to the Company in the original aggregate principal amount of \$3,718,900 evidenced by the Note.

“Mortgage” means collectively (i) the building loan mortgage in the principal amount of \$1,840,000 dated September 28, 2022 from the Company and the Agency in favor of the Holder and (ii) the building loan mortgage in the principal amount of \$1,878,900 dated May 13, 2025 from the Company and the Agency in favor of the Holder, as each of said building loan mortgages may be modified, supplemented, consolidated or amended from time to time.

“Note” means collectively (i) the promissory note or notes in the aggregate principal amount of \$1,840,000 dated September 28, 2022 and (ii) the promissory note or notes in the aggregate principal amount of \$1,878,900 dated May 13, 2025, each executed and delivered by the Company to the Holder, as said promissory notes may be amended, modified, supplemented, consolidated or extended.

“PILOT Agreement” means collectively (i) the payment in lieu of tax agreement dated September 28, 2022 by and between the Lessor and the Company and (ii) the supplemental payment in lieu of tax agreement dated May 13, 2025 by and between the Lessor and the Company, as each of said payment in lieu of tax agreements may be amended or supplemented from time to time.

“Project” means collectively the 2022 Project and the 2025 Project.

“Project Agreement” means those certain uniform agency project agreements dated September 28, 2022 and May 13, 2025, respectively, by and between the Company and the Lessor as each of said uniform agency project agreements may be amended or supplemented from time to time in accordance with the terms thereof.

“Project Facility” means the Land, the 2022 Facility, the 2022 Facility, the 2022 Equipment and the 2025 Equipment.

“Resolution” means collectively the resolutions duly adopted by the Lessor on September 20, 2022 and March 11, 2025 authorizing the execution and delivery of the Leasing Documents to which the Lessor is a party.


3. Section 5.2 of the Lease Agreement is hereby amended and restated in its entirety to read as follows:

SECTION 5.2. DURATION OF TERM. The term of this Lease Agreement shall become effective upon its delivery and shall expire on December 31, 2036, or such earlier date as this Lease Agreement may be terminated as hereinafter provided (the “Lease Term”). The Lessor shall deliver to the Company and the Company shall accept sole and exclusive possession of the Project Facility simultaneously with the execution of this Lease Agreement.

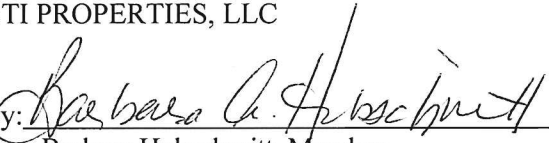
4. This Amendment shall be governed exclusively by the applicable laws of the State and may be executed in several counterparts each of which shall constitute an original but when taken together shall constitute but one instrument.

IN WITNESS WHEREOF, the Lessor and the Company have caused this Amendment to be executed in their respective names by their respective Authorized Representatives, all as of the day and year first above written.

COUNTY OF SARATOGA INDUSTRIAL
DEVELOPMENT AGENCY

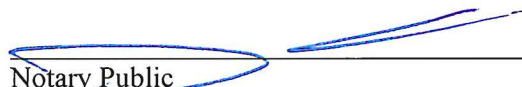
By: 
Rodney Sutton, Chairman

CTI PROPERTIES, LLC

By: 
Barbara Hubschmitt, Member


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

On this 13th day of May, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared **Rodney Sutton**, 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 on behalf of which the individual acted, executed the instrument.


Notary Public
JAMES A. CARMINUCCI
NOTARY PUBLIC STATE OF NEW YORK
REG. NO. 02CA4864025
QUALIFIED IN SARATOGA COUNTY
COMMISSION EXPIRES JUN 9, 2026

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

On this 13th day of May, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared **Barbara Hubschmitt**, 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 on behalf of which the individual acted, executed the instrument.


Notary Public
JAMES A. CARMINUCCI
Notary Public, State of New York
Reg. No. 4864025-Saratoga County
Commission Expires 6/9/2026



Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

Schedule A – Information relating to conveyance

Grantor/Transferor	Name (If individual, last, first, middle initial) (<input type="checkbox"/> mark an X if more than one grantor)		Social Security number (SSN)
<input type="checkbox"/> Individual	County of Saratoga Industrial Development Agency		
<input checked="" type="checkbox"/> Corporation	Mailing address		SSN
<input type="checkbox"/> Partnership	Saratoga County Municipal Center, 50 West High Street		
<input type="checkbox"/> Estate/Trust	City	State	ZIP code
<input type="checkbox"/> Single member LLC	Ballston Spa	NY	12020
<input type="checkbox"/> Multi-member LLC	Single member's name if grantor is a single member LLC (see instructions)		Employer Identification Number (EIN) 52-1310482
<input type="checkbox"/> Other			Single member EIN or SSN
Grantee/Transferee	Name (If individual, last, first, middle initial) (<input type="checkbox"/> mark an X if more than one grantee)		SSN
<input type="checkbox"/> Individual	CTI Properties, LLC		
<input type="checkbox"/> Corporation	Mailing address		SSN
<input type="checkbox"/> Partnership	2 McCrea Hill Road		
<input type="checkbox"/> Estate/Trust	City	State	ZIP code
<input type="checkbox"/> Single member LLC	Ballston Spa	NY	12020
<input checked="" type="checkbox"/> Multi-member LLC	Single member's name if grantee is a single member LLC (see instructions)		EIN 81-1639222
<input type="checkbox"/> Other			Single member EIN or SSN

Location and description of property conveyed

Tax map designation – Section, block & lot (include dots and dashes)	SWIS code (six digits)	Street address	City, town, or village	County
228.-3-59.1	412089	2A McCrea Hill Road	t/o Ballston	Saratoga

Type of property conveyed (mark an X in applicable box)

1 <input type="checkbox"/> One- to three-family house	6 <input type="checkbox"/> Apartment building	Date of conveyance <table border="1"> <tr> <td>05</td> <td>13</td> <td>2025</td> </tr> <tr> <td>month</td> <td>day</td> <td>year</td> </tr> </table>	05	13	2025	month	day	year	Percentage of real property conveyed which is residential real property <u>0.00</u> % (see instructions)
05	13		2025						
month	day		year						
2 <input type="checkbox"/> Residential cooperative	7 <input type="checkbox"/> Office building								
3 <input type="checkbox"/> Residential condominium	8 <input type="checkbox"/> Four-family dwelling								
4 <input type="checkbox"/> Vacant land	9 <input type="checkbox"/> Other _____								
5 <input checked="" type="checkbox"/> Commercial/industrial									

Condition of conveyance (mark an X in all that apply)

a. <input type="checkbox"/> Conveyance of fee interest	f. <input type="checkbox"/> Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F)	i. <input type="checkbox"/> Option assignment or surrender
b. <input type="checkbox"/> Acquisition of a controlling interest (state percentage acquired _____ %)	g. <input type="checkbox"/> Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G)	m. <input type="checkbox"/> Leasehold assignment or surrender
c. <input type="checkbox"/> Transfer of a controlling interest (state percentage transferred _____ %)	h. <input type="checkbox"/> Conveyance of cooperative apartment(s)	n. <input checked="" type="checkbox"/> Leasehold grant
d. <input type="checkbox"/> Conveyance to cooperative housing corporation	i. <input type="checkbox"/> Syndication	o. <input type="checkbox"/> Conveyance of an easement
e. <input type="checkbox"/> Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E)	j. <input type="checkbox"/> Conveyance of air rights or development rights	p. <input checked="" type="checkbox"/> Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part 3)
	k. <input type="checkbox"/> Contract assignment	q. <input type="checkbox"/> Conveyance of property partly within and partly outside the state
		r. <input type="checkbox"/> Conveyance pursuant to divorce or separation
		s. <input checked="" type="checkbox"/> Other (describe) <u>Lease Amend</u>

For recording officer's use	Amount received	Date received	Transaction number
	Schedule B, Part 1 \$ _____		
	Schedule B, Part 2 \$ _____		

Schedule B – Real estate transfer tax return (Tax Law Article 31)**Part 1 – Computation of tax due**

- 1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, mark an X in the Exemption claimed box, enter consideration and proceed to Part 3) ☒ **Exemption claimed**
- 2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)
- 3 Taxable consideration (subtract line 2 from line 1)
- 4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3
- 5 Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G)
- 6 Total tax due* (subtract line 5 from line 4)

1.		000
2.		000
3.		000
4.		000
5.		000
6.		000

Part 2 – Computation of additional tax due on the conveyance of residential real property for \$1 million or more

- 1 Enter amount of consideration for conveyance (from Part 1, line 1)
- 2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) ...
- 3 Total additional transfer tax due* (multiply line 2 by 1% (.01))

1.		
2.		
3.		

Part 3 – Explanation of exemption claimed on Part 1, line 1 (mark an X in all boxes that apply)

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, New York State, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) a ☐
- b. Conveyance is to secure a debt or other obligation..... b ☐
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance..... c ☐
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts..... d ☒
- e. Conveyance is given in connection with a tax sale..... e ☐
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F f ☐
- g. Conveyance consists of deed of partition..... g ☐
- h. Conveyance is given pursuant to the federal Bankruptcy Act..... h ☐
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property..... i ☐
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j ☐
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, § 1401(e) (attach documents supporting such claim) k ☐

* The total tax (from Part 1, line 6 and Part 2, line 3 above) is due within 15 days from the date of conveyance. Make check(s) payable to the county clerk where the recording is to take place. For conveyances of real property within New York City, use Form TP-584-NYC. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule C – Credit Line Mortgage Certificate (Tax Law Article 11)

Complete the following only if the interest being transferred is a fee simple interest.

This is to certify that: (mark an X in the appropriate box)

1. ☐ The real property being sold or transferred is not subject to an outstanding credit line mortgage.
 2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
 - a ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
 - b ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
 - c ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
 - d ☐ The maximum principal amount secured by the credit line mortgage is \$3 million or more, and the real property being sold or transferred is not principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

Note: for purposes of determining whether the maximum principal amount secured is \$3 million or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

 - e ☐ Other (attach detailed explanation).
3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
 - a ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
 - b ☐ A check has been drawn payable for transmission to the credit line mortgagee or mortgagee's agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
4. ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. (Make check payable to county clerk where deed will be recorded.)

Signature (both the grantors and grantees must sign)

The undersigned certify that the above information contained in Schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of their knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

COUNTY OF SARATOGA INDUSTRIAL DEVELOPMENT AGENCY

Grantor signature
By: Rodney Sutton
Rodney Sutton
Grantor signature

Title
Chairman
Title

CTI PROPERTIES, LLC

Grantee signature
By: Barbara Hubschmitt
Barbara Hubschmitt
Grantee signature

Title
Member
Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you marked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place? If no recording is required, send this return and your check(s), made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule D – Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, § 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part 2, mark an **X** in the second box under **Exemption for nonresident transferors/sellers**, and sign at bottom.

Part 1 – New York State residents

If you are a New York State resident transferor/seller listed in Form TP-584, Schedule A (or an attachment to Form TP-584), you must sign the certification below. If one or more transferor/seller of the real property or cooperative unit is a resident of New York State, each resident transferor/seller must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law § 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law § 685(c), but not as a condition of recording a deed.

Part 2 – Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Form TP-584, Schedule A (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law § 663(c), mark an **X** in the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor/seller, that transferor/seller is not required to pay estimated personal income tax to New York State under Tax Law § 663. Each nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on Form TP-584-I, page 1.

Exemption for nonresident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law § 663 due to one of the following exemptions:

- ☐ The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ to _____ (see instructions).
Date Date
- ☐ The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- ☐ The transferor or transferee is an agency or authority of the United States of America, an agency or authority of New York State, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date