

FIRST AMENDMENT TO THE  
AMENDED AND RESTATED OPERATING AND MANAGEMENT AGREEMENT  
BY AND BETWEEN  
THE COUNTY OF ALBANY, NEW YORK  
AND  
SMG

THIS FIRST AMENDMENT TO THE AMENDED AND RESTATED OPERATING AND MANAGEMENT AGREEMENT (this “First Amendment”), dated as of the \_\_\_ day of \_\_\_\_\_, 2022, is made by and between the County of Albany, New York, a municipal corporation and a political subdivision organized and existing under the laws of the State of New York, acting by and through its County Executive, with its principal place of business located at the Albany County Office Building 112 State Street, Albany, New York 12207 (hereafter referred to as “County”), and SMG, a Pennsylvania general partnership qualified to transact business in the State of New York, located at 300 Conshohocken State Road, Suite 710, West Conshohocken, Pennsylvania 19428 (hereinafter referred to as "SMG"; COUNTY and SMG each may hereinafter be referred to as the “Party” and together the “Parties”).

WITNESSETH:

WHEREAS, the County has an Amended and Restated Operating and Management Agreement (“Agreement”) with SMG for the operation and management of the Albany County civic center, presently identified as “MVP Arena”, said Agreement having been entered into as of November 1, 2019;

WHEREAS, the County and SMG wish to amend the Agreement in certain respects, hereinafter set forth, to extend the term of the Agreement; and

WHEREAS, this First Amendment sets forth the understanding reached by the Parties.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the Parties, intending to be legal bound, hereby agree as follows:

1. That the Agreement at ARTICLE III – TERM, Section 3.1 Term shall be deleted in its entirety and replaced with the following:

3.1 **Term.** Subject to the other provisions hereof, the term of this Agreement shall commence on January 1, 2020 (the “Commencement Date”) and end on December 31, 2027 (“Expiration Date”), unless terminated earlier or extended in accord with the provisions of this agreement. If mutually agreeable to both the County and SMG, an extension of the Expiration date will commence on January 1, 2028 through December 31, 2033. If the County is agreeable to an extension, SMG is permitted to exercise their right to the extension by July 15, 2026 in order to prevent potential disruption of contractual agreements with event producers.

2. That all other articles, paragraphs, terms, conditions, and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be executed set forth below.

COUNTY OF ALBANY

DATED: \_\_\_\_\_

By: \_\_\_\_\_

Daniel P. McCoy  
County Executive, or  
Daniel C. Lynch  
Deputy County Executive

SMG

DATED: \_\_\_\_\_

By: \_\_\_\_\_

State of New York )  
County of Albany ) SS.:

On the \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned, a notary public in and for the state, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon whose behalf the individual acted, executed the instrument.

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**NOTARY PUBLIC**

State of New York )  
County of Albany ) SS.:

On the \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned, a notary public in and for the state, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity and that by his/her signature on the instrument, the individual, or the person upon whose behalf the individual acted, executed the instrument.

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**NOTARY PUBLIC**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_) SS.:

On the \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned, a notary public in and for the state, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon whose behalf the individual acted, executed the instrument.

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**NOTARY PUBLIC**