

**FIRST AMENDMENT
TO
AGREEMENT FOR THE ESTABLISHMENT OF THE AMRI-CNSE-BNMC
INNOVATION AND COMMERCIALIZATION ECOSYSTEM**

THIS FIRST AMENDMENT ("First Amendment") takes effect as of March 25, 2014 ("First Amendment Effective Date") and is between (a) THE RESEARCH FOUNDATION FOR THE STATE UNIVERSITY OF NEW YORK ("FOUNDATION"), on behalf of the College of Nanoscale Science and Engineering of the State University of New York, (b) ALBANY MOLECULAR RESEARCH, INC. ("AMRI"), and (c) THE BUFFALO NIAGRA MEDICAL CAMPUS, INC. ("BNMC"). Capitalized terms not defined in this First Amendment shall have the meanings set forth in the Agreement (as defined below).

WHEREAS, reference is made to that certain Agreement for the Establishment of the AMRI-CNSE-BNMC Innovation and Commercialization Ecosystem ("Agreement") between FOUNDATION, AMRI, and BNMC effective as of September 12, 2013; and

WHEREAS, the Parties desire to amend the Agreement in certain respects as set forth in this First Amendment; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this First Amendment and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. A new Section VI.6 is added to the Agreement as follows:

"VI.6 Re-imbusement for Equipment for Temporary Program Space

AMRI will temporarily occupy space ("Temporary Space") within the Jacobs Institute located at BNMC for Program activities and will equip the Temporary Space with certain Equipment, to be determined, selected, and acquired by AMRI, necessary for the Program. Notwithstanding anything set forth in the Agreement, AMRI's decision as to the appropriate vendor shall be final and binding and shall not result in any breach of the Agreement. The equipment for the Temporary Space will be part of the Phase I Equipment and the \$40 million allocated under the Agreement for the Phase I Equipment, as defined in the Agreement. FOUNDATION will reimburse AMRI up to an amount not to exceed \$1,000,000 for AMRI's actual cost of acquiring, transporting, installing and maintaining the mutually agreed to Equipment necessary to equip the Temporary Space for the Program, in addition to reimbursing AMRI the actual costs of the same activities with respect to transferring the Equipment to the Phase I Facility, unless the transfer is done directly by FOUNDATION. AMRI will use commercially reasonable efforts to obtain for the Program the most favorable purchase terms, including pricing, for the Equipment that is necessary to equip the Temporary Space. AMRI may submit a request to FOUNDATION for reimbursement for its actual costs of acquiring, transporting, installing and maintaining the Equipment for the Temporary Space at any time, but in no event later than 90 days after incurring the costs, and AMRI will provide FOUNDATION with documentation verifying AMRI's actual cost of acquiring, transporting, installing and maintaining the Equipment and such other information as reasonably requested by FOUNDATION. The equipment acquired by AMRI to equip the Temporary Space shall be owned by FOUNDATION in accordance with Section VI.2 of the Agreement and be provided for AMRI exclusive use for the duration of the Agreement in accordance with Section IV.4 of the Agreement.

2. Lease: The landlord for the Temporary Space will provide a lease to a FOUNDATION affiliate for the Temporary Space for AMRI use. The sublease rent to AMRI for the Temporary Space will be \$1.00 per year, excluding maintenance and operating and utility and other charges which will be payable by AMRI and will be documented in a mutually agreeable sublease agreement. The Temporary Space will not be considered the Phase I Facility as defined in the Agreement.

3. FOUNDATION agrees that employees hired by AMRI in the Temporary Space to support the Project will be eligible for the FOUNDATION funding set forth in Section IV.6 of the Agreement and FOUNDATION agrees to work in good faith to secure a portion of the \$1.5M per year to support such employees.


4. Sections XVII.1(b) and XIX.1 of the Agreement apply to the terms of this First Amendment.

5. This First Amendment may be signed in counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute but one and the same First Amendment. Any signed copy of this First Amendment made by reliable means (e.g., photocopy, facsimile, or PDF Adobe format) is considered an original.

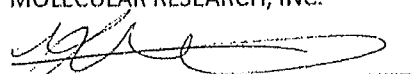
6. Unless otherwise expressly amended by this First Amendment, the terms and provisions of the Agreement shall remain the same and are in full force and effect as of the Effective Date.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be signed and delivered by their respective duly authorized representatives as of the First Amendment Effective Date.

THE RESEARCH FOUNDATION FOR
THE STATE UNIVERSITY OF NEW YORK,
ON BEHALF OF THE COLLEGE OF NANOSCALE
SCIENCE AND ENGINEERING

By: 
Name:
Title: CNSE Operations Manager
Date: 3/25, 2014

ALBANY MOLECULAR RESEARCH, INC.

By: 
Name: Michael M. Nolan
Title: Vice President & CFO
Date: 3/25, 2014

~~THE BUFFALO NIAGRA MEDICAL CAMPUS, INC.~~

By: _____
Name: _____
Title: _____
Date: _____, 2014

