

CITY CENTER LEASE AGREEMENT

AMENDMENT

THIS AMENDMENT, made on March ___, 2018 by and between the **CITY OF SARATOGA SPRINGS**, NEW YORK, a municipal corporation with offices at 474 Broadway, Saratoga Springs, New York 12866 (hereinafter referred to as "CITY") and the **SARATOGA SPRINGS CITY CENTER AUTHORITY**, an entity formed under the Public Authorities Law of the State of New York (hereinafter referred to as "AUTHORITY").

WHEREAS, the CITY and the AUTHORITY entered into a Lease Agreement (herein after referred to as "LEASE") on December 21, 2005, a true and complete copy of which is annexed hereto and marked as **EXHIBIT "A"**; and

WHEREAS, under the terms contained within the LEASE, the City has leased to the AUTHORITY certain premises commonly known as the "City Center"; and

WHEREAS, paragraph numbered and designated "13. Amendments" of the LEASE provided that same may be amended upon the concurring written consent of the parties; and

WHEREAS, pursuant to the aforesaid paragraph, the parties herein wish to amend the LEASE relative only to paragraph numbered and designated "3. USE"; and

NOW THEREFORE, paragraph numbered and designated "3. USE" of the LEASE is hereby amended and shall now read as follows:

3. USE

The AUTHORITY shall, during the term of this lease, use the Center as a convention and trade show facility and for related purposes only, except that the Center shall not be used for the sale or display, or to promote the sale or display, of firearms, or ammunition as defined in New York State Penal Law §265.00, other than antique firearms as defined in that section.

The AUTHORITY is presently bound under a fully signed function contract dated February 8, 2018 with NEACA, Inc., which has rented the City Center for an "Arms Fair" scheduled to occur Friday, May 25 through Sunday, May 27, 2018. The rental charges payable under said contract total \$7,500, of which \$3,750 has been paid.

With respect to said "Arms Fair", and in light of the fully signed function contract, the CITY and the AUTHORITY agree to allow said "Arms Fair" to occur as scheduled in order to avoid involving the parties in protracted litigation and expense.

All other terms and conditions of the original December 21, 2005 LEASE between the Parties (Exhibit "A") shall continue and remain the same as if fully set forth herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the date written below:

City of Saratoga Springs, NY

Saratoga Convention City Center

BY: _____
Meg Kelly, Mayor

BY: _____
Ryan McMahon, President

Per City Council Approval _____

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

On the ___ day of March 2018, before me personally appeared **MEG KELLY**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed in 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 person on behalf of which the individual acted, executed the instrument.

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

LAUREN ANNA ROWLAND NOTARY PUBLIC
NOTARY PUBLIC-STATE OF NEW YORK
No. 01RO6361888
Qualified In Saratoga County
My Commission Expires 07-17-2021

On the ___ day of March 2018, before me personally appeared **RYAN McMAHON**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed in 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 person on behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC