

**AMENDMENT No. 1 TO  
ECONOMIC DEVELOPMENT AGREEMENT  
FOR PROFESSIONAL SERVICES**

This Amendment No. 1 (“Amendment No. 1”) is effective as of October 15, 2017 (the “Amendment Effective Date”) and entered into by and between the **ULSTER COUNTY ECONOMIC DEVELOPMENT ALLIANCE, INC.**, a local development corporation formed under the laws of the State of New York, with offices at 244 Fair Street, Kingston, New York 12401 (the “UCEDA”), and **LUMINARY PUBLISHING, INC.**, a domestic business corporation with principal offices at 314 Wall Street, Second Floor, Kingston, NY 12401 (the “Firm”), (each, a “Party,” together, the “Parties”).

**RECITALS**

**WHEREAS**, UCEDA and the Firm entered into an Agreement wherein the Firm agreed to create measurable, targeted and integrated marketing campaigns for UCEDA to showcase the quality of life in Ulster County, as well as easy access to the largest markets in the United States, and its lower cost of living (hereinafter referred to as the “Agreement”); and

**WHEREAS**, UCEDA and the Firm have agreed to amend the Agreement to remove ongoing content development from the scope of service and add Prospecting and Messaging as indicated below;

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein, the Parties agree as follows:

**AGREEMENT**

1. SCHEDULE A SCOPE OF SERVICES. Subsection D under DELIVERABLE #3 EXECUTION OF THE LONG-TERM CAMPAIGNS is hereby deleted in its entirety.
2. SCHEDULE A SCOPE OF SERVICES. A new section entitled DELIVERABLE #4 – PROSPECTING AND MESSAGING is hereby created and added to the Agreement after subsection F of DELIVERABLE #3 EXECUTION OF THE LONG-TERM CAMPAIGNS. It shall read as follows:

**“DELIVERABLE #4 - PROSPECTING AND MESSAGING:** The Firm shall conduct direct prospecting to obtain meetings with potential new businesses for UCEDA and conduct branding and messaging evaluation to gain additional insight into campaign effectiveness.”

3. SCHEDULE B FEES, EXPENSES, AND SUBMISSIONS FOR PAYMENT. The first row in the Deliverables chart beneath the heading “Deliverable #3 – Long Term Execution Strategy/Deliverable (each service provided on a monthly basis) (June 1, 2017 – December 31, 2017),” is hereby deleted in its entirety.
4. SCHEDULE B FEES, EXPENSES, AND SUBMISSIONS FOR PAYMENT. A new row is hereby created and added to the Deliverables chart beneath the row labeled Deliverable #3 subtotal. It shall read as follows:

<b>Deliverable #4 – Prospecting and Messaging (October 15, 2017 – December 31, 2017)</b>	<b>\$8,000</b>
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5. Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.
6. Except as expressly set forth herein, the terms and conditions of the Agreement shall continue in full force and effect.
7. In the event of a conflict between the Agreement and this Amendment No. 1, the terms and conditions of this Amendment No. 1 shall control.

**\*\*\* Signature page follows \*\*\***

**IN WITNESS WHEREOF**, the Parties have caused their duly authorized representatives to enter into this Amendment No. 1, effective as of the Amendment Effective Date.

ULSTER COUNTY ECONOMIC DEVELOPMENT  
ALLIANCE, INC.

LUMINARY PUBLISHING, INC.

By: \_\_\_\_\_  
NAME: Suzanne Holt  
TITLE: President & CEO  
DATE: \_\_\_\_\_

By: \_\_\_\_\_  
NAME:  
TITLE:  
DATE: \_\_\_\_\_