

GAMEX, LLC
139-141 Canal Street
Ellenville New York 12428

September 6, 2019

Suzanne Holt, President, CEO
Ulster County Economic Development Alliance
244 Fair Street
Kingston NY 12401

Re: GAMEX, LLC with Ulster County Economic Development Alliance

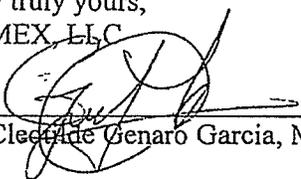
Dear Ms. Holt:

Please be advised that there will be a change in the Members of GAMEX, LLC. At the time the Note was executed, GAMEX, LLC was owned by Cleotilde Genaro Garcia and Delfino Mendoza as equal partners. Delfino Mendoza is terminating his 50% ownership in GAMEX, LLC, which will leave Cleotilde Genaro Garcia as sole owner. Cleotilde Genaro Garcia and Delfino Mendoza are individual guarantors of the loan. The collateral securing the loan remains the same.

Below, please acknowledge receipt and acceptance.

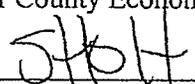
Thank you for your consideration.

Very truly yours,
GAMEX, LLC

By: 
Cleotilde Genaro Garcia, Member

I acknowledged receipt and acceptance of the above changes to the ownership of GAMEX, LLC.

Ulster County Economic Development Alliance

By: 
Suzanne Holt, President, CEO



**AMENDMENT No. 3 TO CONTRACT #2015-0000432
AGREEMENT FOR PROFESSIONAL SERVICES
ULSTER COUNTY ECONOMIC DEVELOPMENT ALLIANCE, INC.**

This Amendment No. 3 (“Amendment No. 3”) is effective as of November 1, 2019 (the “Amendment Effective Date”) and entered into by and between the **COUNTY OF ULSTER**, a municipal corporation and a county of the State of New York, with principal offices at 244 Fair Street, Kingston, New York 12401 (hereinafter referred to as the “County”) and **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 (“UCEDA”) (each, a “Party,” together, the “Parties”).

RECITALS

WHEREAS, the County and UCEDA entered into an Agreement, wherein UCEDA agreed to provide certain economic development services, including administration and oversight of the Ellenville Million Program (hereinafter referred to as the “Program”), which was designed to enhance the economic prosperity of the Village of Ellenville and the Town of Wawarsing based on recommendations from the Ellenville Million Committee, as amended by that certain Amendment No. 1 effective as of August 1, 2016, and that certain Amendment No. 2 effective May 15, 2019 (as amended, the “Agreement”); and

WHEREAS, the Program as originally envisioned comprised nine Program areas, commonly referred to as Components, each of which was allocated an initial fund balance for the purposes of implementing Projects within the Component; and

WHEREAS, after more than 20 months of active promotion and attempts by UCEDA to expend the Component allocations, UCEDA has determined that changes to the original Component allocations and definitions, in a manner consistent with the original goals of the Program, are necessary; and

WHEREAS, based on its experience administering the Program since September, 2015 and on the successes and challenges encountered in implementing the Program as originally designed, UCEDA has proposed recommendations for modification of the Scope of Services included in the Agreement; and

WHEREAS, the County and UCEDA have agreed to amend the terms and conditions of the Agreement to effect the proposed changes to the Scope of Services and to extend the Term, 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.** Section V of Schedule A of the Agreement is hereby amended to include a new paragraph 1, which shall read as follows:
 1. Health Care Sector Capital Assistance: Drawing from the remainder of the unobligated or unused funds from all the other allocations consistent with the original goals of the Ellenville Million Program this new component will be used to provide capital assistance to health care organizations for the delivery of critical health care needs to the Ellenville Community.
 2. All Ellenville Million Program Elements are required to be completed no later than the contract end date of July 1, 2020.
2. **SCHEDULE B – FEES, EXPENSES, AND SUBMISSIONS FOR PAYMENT.** Section 1 of Schedule B of the Agreement is hereby amended to read as follows:
 1. UCEDA’s fee for Services to be provided pursuant to this Agreement shall not exceed **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS**. Funds shall be distributed in accordance with the following budget. unallocated funds remaining as of November 1, 2019, shall be reallocated for Health Care Sector Capital Assistance. Any funds remaining after closeout of existing contracts may be allocated to the Health Care Sector Capital Assistance. provided however projects can be completed prior to July 1, 2020.

Expenses incurred for any of the Ellenville Million Program elements after July 1, 2020 will not be reimbursed.

| Ellenville Million Program Component | Original Allocation | Amended Allocation |
|--|----------------------------|---------------------------|
| Water and Sewer Improvement Projects | \$150,000 | <i>\$45,000</i> |
| “Jump Start” Fund | \$175,000 | <i>\$125,000</i> |
| Improvement to Outdoor Recreational Opportunities | \$150,000 | <i>\$174,600</i> |
| Historic Preservation Projects at the Shadowland Theatre | \$75,000 | <i>\$75,000</i> |
| Capital Projects at the Hunt Memorial Building | \$100,000 | <i>\$100,000</i> |
| Main Street Improvement Projects | \$25,000 | <i>\$50,000</i> |
| Project Management and Grant Writing* | \$75,000 | <i>\$48,900</i> |
| Improved Access to High Speed Internet | \$150,000 | <i>\$75,000</i> |
| Tourism Marketing Campaign | \$100,000 | <i>\$151,500</i> |
| Vocational Training and Workforce Transportation | \$0 | <i>\$50,000</i> |
| Grant Matching and Grant Writing Assistance | \$0 | <i>\$105,000</i> |
| TOTAL | \$1,000,000 | <i>\$1,000,000</i> |

*see exception to billing requirements in section 2 below.

3. Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.
4. Except as expressly set forth herein, the terms and conditions of the Agreement shall continue in full force and effect.
5. In the event of a conflict between the Agreement and this Amendment No. 3, the terms and conditions of this Amendment No. 3 shall control.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to enter into this Amendment No. 3, effective as of the Amendment Effective Date.

ULSTER COUNTY PLANNING DEPARTMENT

ULSTER COUNTY ECONOMIC DEVELOPMENT ALLIANCE, INC.

By: _____
 NAME: Dennis Doyle
 TITLE: Director

By: _____
 NAME: _____
 TITLE: DATE: _____
 DATE: _____

ULSTER COUNTY

By: _____
 NAME: Edward Jordan
 TITLE: Director of Purchasing
 DATE: _____

Member Meeting via Video Conference/Skype Policy:

Any Director may participate in a meeting of the Board of Directors by means of video conference utilizing the following procedure:

- (i) Any Director seeking to attend a meeting via video conference may file a written request with the President as soon the Director becomes aware of the meeting and that he or she will not be able to personally attend the meeting
- (ii) The President shall make arrangements for the video conferencing; provided, however, that if there is a cost, the President shall first ascertain whether the Corporation has sufficient funds to pay the costs and shall, prior to agreeing to incur such costs, receive approval from the Chairperson of the Corporation.
- (iii) The Chairperson shall permit such video conferencing if it reasonably appears that sufficient funds are available and will not otherwise be necessary for the operation of the Corporation during the fiscal year. The video conference shall be conducted in a manner compliant with State Law and shall ensure that all Directors have the opportunity to see and hear any member videoconferencing in the meeting and that such video conferencing Director(s) can see and hear the other members of the Corporation.
- (iv) Costs, if any, associated with the securing or equipment at the remote location, the renting of the remote location, any connection or communication fee charged by the remote location shall be borne by that

member who is attending remotely, and shall not be the responsibility of the Corporation.

- (v) Any Director attending via video conference shall ensure that public accessibility is permitted at the location of such member pursuant to Section 104 of the Public Officers Law.