LICENSE AGREEMENT AMENDME

This License Agreement Amendment (the "Agreement") is entered into this 6th day of July, 2023, by and between **St. Lawrence Center Group, L.P.**, a New York limited partnership ("Licensor"), and **St. Lawrence-Lewis BOCES** ("Licensee").

WHEREAS, Licensor and Licensee are parties to a license agreement dated July 1, 2020 (which license agreement is hereinafter referred to as the "License Agreement"), for certain premises described therein and located at the shopping center commonly known as St. Lawrence Centre located in Massena, New York;

WHEREAS, the License Agreement is set to expire on July 30, 2023;

WHEREAS, Licensor and Licensee desire to amend the License Agreement as more particularly set forth herein.

NOW, THEREFORE, for good and valuable consideration as set forth herein, Licensor and Licensee agree as follows:

1. The term of the License Agreement is hereby extended upon the same terms and conditions on a month-to-month basis as of July 31, 2023.

2. The Licensee will relocate upon the signing of this Agreement to a portion of Space #409 as highlighted in the attached Schedule "A". Section 4 of the License Agreement is hereby amended by replacing the number "213" on line 2 by the number "409".

3. The first two sentences of section 16 of the License Agreement are hereby deleted and replaced with the following:

"Either party, in its sole discretion, may terminate the License Agreement at any time during the term of the License Agreement for any reason upon giving thirty (30) days advanced written notice".

4. This Agreement may be executed in multiple counterparts each of which is deemed an original but together constitute one and the same instrument. This Agreement may be signed and transmitted electronically (such as PDF format) and each party has the right to rely upon an electronically transmitted and/or signed counterpart of this Agreement signed by the other party to the extent as if such party had received an original counterpart.

5. Except as modified herein, all of the other terms, covenants and conditions of the Lease shall remain in full force and effect.

6. Each party warrants and represents to the other that no additional approval from any third party is necessary to enter into this Agreement, or if additional approval is necessary, it has been obtained.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized representatives, all as of the day and year first above written.

| LICENSOR: St. Lawrence Center Group, L.P. , a New York limited partnership | LICENSEE: St. Lawrence-Lewis BOCES |
|---|--|
| Signature: | Signature: |
| Name: | Name: |
| Date: | Date: |

SCHEDULE - A -

