

FIRST LICENSE EXTENSION made the ^{20th} day of ^{JULY}, 2022 by and between:

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York, 10601 (hereinafter referred to as the "County"),

and

COUNTY TENNIS CLUB OF WESTCHESTER, INC. a corporation organized and existing under the laws of the State of New York, having an office and principal place of business at Brook Lane, Scarsdale, New York 10583 (hereinafter referred to as the "Licensee").

WHEREAS, on or about August 18, 2017 the County and Licensee entered into a five-year agreement (the "Agreement") with for approximately 2.5 acres of land including a clubhouse building and nine tennis courts located on the Bronx River Parkway in the Village of Scarsdale (the "Licensed Premises") from February 1, 2017 through January 31, 2022, with the County having the sole option of to extend the Agreement for the period of February 1, 2022 through January 31, 2027; and

WHEREAS, the County desires to exercise its option to extend the Agreement for the First Extension Period and Licensee desires to continue to provide the Services during the First Extension Period.

NOW, THEREFORE, in consideration of the premises and covenants herein, the parties agree as follows:

1. The License Agreement between the County and the Licensee is extended for the First Extension Period (February 1, 2022 through January 31, 2027).
2. For the privilege of operating this License, the Licensee shall pay to the County an annual License Fee (hereinafter referred to as the "License Fee") during the term of this First Extension Period shall be as follows:

<u>Period</u>	<u>License Fee:</u>
February 1, 2022 to January 31, 2023	\$17,665;
February 1, 2023 to January 31, 2023	\$17,665;
February 1, 2024 to January 31, 2025	\$17,665;
February 1, 2025 to January 31, 2026	\$17,665; and
February 1, 2026 to January 31, 2027	\$17,665.

3. Section "18" of the original agreement is hereby deleted in its entirety and the following is substituted in its place:

"18. **Insurance and Indemnification:** In addition to and not in limitation of the insurance requirements contained in Schedule "C" entitled "Standard Insurance Provisions", attached hereto and made a part hereof, the Licensee agrees:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from sole the negligence of the County, the Licensee shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the acts or omissions hereunder by the Licensee or third parties under the direction or control of the Licensee;

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto; and

(c) In the event the Licensee does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Licensee shall reimburse the County's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

4. The Licensee agrees to provide and furnish updated insurance certificates to cover the First Extension Period.

5. The County shall continue holding Licensee's security deposit of \$500 as security for completion of the Services during the term of the First Extension Period.

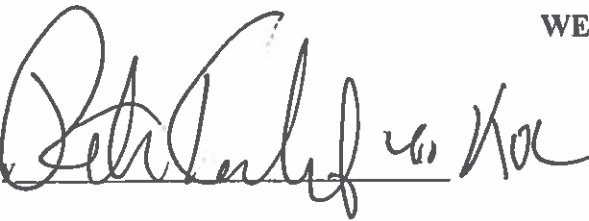
6. The Licensee hereby acknowledges that the Licensee's use of the Licensed Premises may result in the imposition of real estate taxes upon the Premises. The Licensee agrees to pay its proportionate share of real estate taxes related to Licensee's use of the Premises and to reimburse the County within thirty (30) days of demand for Licensee's proportionate share of any real estate taxes payable by the County as a consequence of the imposition of such taxes.

7. Upon expiration or termination of this License, the Licensee shall surrender possession of the Licensed Premises to the County in good condition, normal wear and tear excepted.

8. Except as otherwise provided herein, all other terms and conditions of the License Agreement shall remain in full force and effect.

[NO FURTHER TEXT ON THIS PAGE. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties hereto have executed this First License
Extension.

By 

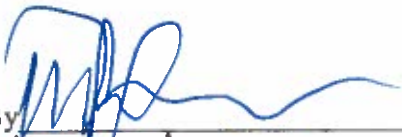
WESTCHESTER COUNTY

Kathleen M. O'Connor
Commissioner of Parks,

Recreation

& Conservation


COUNTY TENNIS CLUB OF
WESTCHESTER, INC.

By 
Michael Shapiro
President

(Name and title)

Approved by the Board of Acquisition and Contract of the County of Westchester on
February 3, 2022.

Approved:

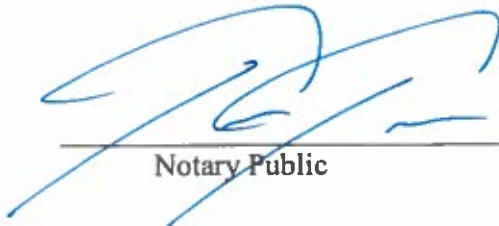

Sr. Assistant County Attorney
County of Westchester
s: C/JPI/PRC/County.Tennis.Agreement.2.15.22

ACKNOWLEDGMENT

STATE OF New York)
COUNTY OF Westchester) ss.:

On the 22 day of April in the year 2022 before me,
the undersigned, personally appeared Michael Shapiro, personally
known to me or proved to me on the basis of satisfactory evidence to be the individual(s)
whose name(s) is (are) subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their
signature(s) on the instrument, the individual(s), or the person upon behalf of which the
individual(s) acted, executed the instrument.

Date: 4/22/22



Notary Public

JORDAN J LINKOWSKI
NOTARY PUBLIC-STATE OF NEW YORK
No. 01LI0423097
Qualified in Westchester County
My Commission Expires 10-04-2025

