

**FIRST AMENDMENT TO AGREEMENTS**

**THIS AMENDMENT TO AGREEMENTS**, made and entered into on this 14 day of NOV, 2022, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 (hereinafter referred to as "Lexington"), and **COMMERCE LEXINGTON, INC.**, a Kentucky corporation, and whose post office address is 330 East Main Street, Lexington, Kentucky (hereinafter referred to as "Commerce") (collectively referred to as "the Parties");

**WHEREAS**, Lexington and Commerce entered into two Agreements, namely an Agreement dated November 22, 2021 ("Agreement 1"), and an Agreement dated December 31, 2021 ("Agreement 2") (collectively "the Agreements"); and

**WHEREAS**, Agreement 1 provided \$250,000.00 to Commerce for costs associated with the Accelerate Lexington Program, including 1) implementing a talent recruitment campaign, including marketing the training program and recruiting potential participants, and 2) providing participants with necessary materials and supplies that are not otherwise reimbursable by another external source; and

**WHEREAS**, Commerce has spent \$108,000.00 on eligible costs for the Accelerate Lexington Program but has been provided the entire \$250,000.00 described in Agreement 1; and

**WHEREAS**, Agreement 2 provided \$50,000.00 to Commerce for administration of the Regional Economic Development Collaborative; and

**WHEREAS**, the Parties wish to further support the Regional Economic Development Collaborative and use \$142,000.00 of the remaining amount provided to Commerce but left unspent from Agreement 1 to provide more funds to Commerce for the services provided in Agreement 2.

**NOW, THEREFORE**, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, the parties hereto agree as follows:

Section 1 – That the Agreements are attached hereto and incorporated herein by reference.

Section 2 – That any reference to Two Hundred and Fifty Thousand Dollars (\$250,000.00) provided in Agreement 1 shall be amended to One Hundred and Eight Thousand Dollars (\$108,000.00). Commerce shall repay to Lexington the difference between the amount originally provided by Lexington and the amended amount described herein (One Hundred and Forty-Two Thousand (\$142,000.00)) within thirty (30) days.

Section 3 – That Section 2 of Agreement 2 shall be amended to read as follows:

2. Upon Commerce raising Fifty Thousand Dollars (\$50,000) from other governmental and quasi-governmental partners across the Bluegrass for the Initiative, Lexington agrees to provide Fifty Thousand Dollars (\$50,000) to Commerce to aid in the Initiative's work, as described in Section 3 of this Agreement. Lexington further agrees to

provide up to an additional One Hundred and Forty-Two Thousand Dollars (\$142,000.00) to Commerce to further aid in the Initiative's work, as described in Section 3 of this Agreement, as a match for additional funds raised by Commerce from other governmental and economic development partners outside Lexington-Fayette County, for the Initiative. To receive said match, Commerce shall provide proof of external funding to Lexington. No funds provided under this Agreement shall be retained by Commerce as an administrative fee.

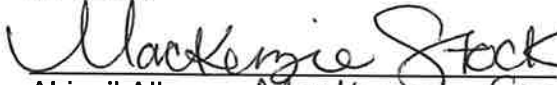
Section 4 - In all other respects, except as specifically modified herein, the terms of the Agreements shall remain in full force and effect with respect to the provisions outlined therein.

**IN WITNESS WHEREOF**, the parties certify that they have been duly authorized to execute, deliver and perform this Amendment to Agreements, and have executed it as of the date first herein written.

**LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT**

BY:   
LINDA GORTON

ATTEST:

  
~~Abigail Allan~~ Mackenzie Stock  
Deputy URBAN COUNTY COUNCIL CLERK

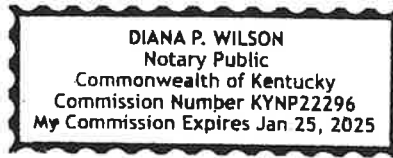
**COMMERCE LEXINGTON, INC.**

BY:   
JOHN GOHMAN, BOARD CHAIR

COMMONWEALTH OF KENTUCKY )  
 )  
COUNTY OF FAYETTE )

The Agreement was subscribed, sworn to and acknowledged before me by John Gohmann, as Board Chair of Commerce Lexington, Inc., on this the 14 day of Nov, 2022.

My commission expires: January 25, 2025



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NOTARY PUBLIC, STATE AT LARGE, KY