

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (hereinafter the "MOA") is made and entered into as of the 8 day of ~~September~~ ^{October}, 2015, by and between the **BELCAN ENGINEERING GROUP, LLC**, an Ohio company registered to do business in Kentucky with its main office located at 333 West Vine Street, Lexington, Kentucky 40507 (hereinafter "Belcan") and the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to Chapter 67A of the Kentucky Revised Statutes, 200 East Main Street, Lexington, Kentucky 40507 (hereinafter "Lexington").

WITNESSETH:

WHEREAS, Belcan is expanding its operations in Fayette County which will include reconfiguring their current office space and purchasing equipment as further described in Exhibit "A", which is attached hereto and incorporated herein by reference as if fully stated (the "Project"); and

WHEREAS, Lexington recognizes that the Project and the additional jobs created as a result of the Project will be of significant economic benefit to Fayette County; and

WHEREAS, the Kentucky Cabinet for Economic Development has approved Lexington utilizing \$200,000 in funding that it has made available for economically beneficial projects in Fayette County to offset costs related to the Project; and

WHEREAS, Belcan is agreeable to accepting this funding with the understandings that its use is limited to offsetting costs directly related to the Project and the creation and retention of a minimum number of jobs.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. The above recitals are incorporated herein as if fully stated.
2. Lexington will provide Belcan with an amount not to exceed two hundred thousand dollars (\$200,000.00) to offset costs directly related to the Project.

3. The funds will be distributed on a reimbursable basis upon Belcan providing Lexington with a satisfactory written invoice(s) containing costs directly related to the Project.

4. Lexington will use its best efforts to distribute the funding to Belcan on any satisfactory invoice received within thirty (30) days.

5. This MOA shall remain in effect until Belcan has fully complied with the requirements of this MOA and the Project is completed and the job requirements contained in paragraph 7, below are fulfilled, unless terminated by Lexington in writing for nonperformance at an earlier time.

6. Belcan will complete the Project as further described in Exhibit "A", which is attached hereto.

7. In addition to the Project requirements the funding provided herein is contingent upon Belcan creating and retaining at least 213 full-time jobs in Fayette County for the duration provided in this paragraph. Belcan agrees that the failure to do so will result in a requirement that Belcan reimburse Lexington in accordance with the Compliance Formula provided below. This job compliance calculation shall take place annually beginning on September 1, 2016 and lasting through September 1, 2021. Any payments are to be remitted within thirty (30) days of the above dates.

Compliance Formula

$$\frac{\text{(213 jobs minus Actual Jobs)} \times \$200,000}{\text{213 jobs} \times \text{Years remaining}}$$

213 jobs **Years remaining**

8. Belcan shall keep and make available to Lexington any records related to this MOA such as are necessary to support its performance of this MOA. Books of accounts shall be kept by the Belcan and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of Belcan related to this MOA and shall be made available to Lexington upon request.

9. In no event shall the parties be construed, held or become in any way for any purpose the employee of the other party, or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise.

10. Belcan shall provide equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation or gender identity, or handicap, shall promote equal employment through a positive, continuing program of equal employment, and shall cause any agency receiving funds provided pursuant to this MOA to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

11. Neither party may assign any of its rights and duties under this MOA without the prior written consent of the other party.

12. This MOA does not create a contractual relationship with or right of action in favor of a third party against either Belcan or Lexington.

13. If any term or provision of this MOA shall be found to be illegal or unenforceable, this MOA shall remain in full force and such term or provision shall be deemed stricken.

14. This MOA shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in Fayette County, Kentucky.

15. By mutual agreement, the parties to this MOA may, from time to time, make written changes to any provision hereof. Belcan acknowledges that Lexington may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

16. This MOA shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This MOA shall replace any previous agreement between the parties on the same subject matter.

17. The waiver by either party of any breach of any provision of this MOA shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision of this MOA.

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: [Signature]
JIM GRAY, MAYOR

ATTEST:

[Signature] Deputy Clerk
URBAN COUNTY COUNCIL CLERK

BELCAN ENGINEERING GROUP, LLC

BY: [Signature]
ITS CFO

~~State of Ohio~~
~~COMMONWEALTH OF KENTUCKY~~)
)
COUNTY OF FAYETTE Clermont)

The foregoing Memorandum of Agreement was subscribed, sworn to and acknowledged before me by Michael J. Wirth, as CFO of Belcan Engineering Group, LLC, on this the 11th day of January, ~~2015~~ 2016

My commission expires: December 16, 2016

[Signature]
NOTARY PUBLIC, STATE AT LARGE, KY & OHIO



SUSAN ANN HOFFMAN
Notary Public, State of Ohio
Clermont County
My Commission Expires
December 16, 2016

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Exhibit A

Belcan Engineering Group, LLC intends to reconfigure and expand its total leased space in the Vine Center building. The project will require a build out of the new areas to accommodate the telecommunications and data sharing requirements of the customer work to be done. Belcan Engineering Group, LLC will also purchase furniture and computing equipment for the area. This expansion will accommodate an increased headcount of at least 100 Full Time Exempt employees in Structural analysis and Software Validation and Verification.