

AMENDMENT TO PURCHASE OF SERVICE AGREEMENT

THIS AMENDMENT TO PURCHASE OF SERVICE AGREEMENT, made and entered into on the 6th day of January 2021, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("Government"), 200 East Main Street, Lexington, Kentucky 40507, on behalf of the Chief Development Officer ("CDO") and **EUPHRATES INTERNATIONAL INVESTMENT COMPANY (EIIC)**, a Kentucky corporation ("Organization"), with offices located at 4297 Evangeline Lane, Lexington, Kentucky 40509.

WITNESSETH

WHEREAS, the parties previously entered into a Purchase of Service Agreement in July 2020; and

WHEREAS, the parties wish to enter into an agreement for additional services.

Now, therefore, for and in consideration of the mutual promises and covenants herein expressed, the Government and the Organization agree as follows:

1. The Agreement between the parties entered into on or about July 9, 2020 (the "Agreement"), is hereby amended as provided herein.
2. The Government hereby commits to providing the Organization an additional maximum amount not to exceed Eighty-Nine Thousand Two Hundred Eighty-Three Dollars and zero cents (\$89,283.00) for the period beginning on January 1, 2021, and continuing for a period of twelve (12) months from that date, which shall only be used for services required by this Amendment, said services being more particularly described in Exhibit A attached hereto and incorporated herein by reference. The first installment, in the amount of Forty-Four Thousand Six Hundred Forty-One Dollars and fifty cents (\$44,641.50) shall be made upon final execution of this Amendment. The second installment in the amount of Forty-Four Thousand Six Hundred Forty-One Dollars and fifty cents (\$44,641.50) shall be made upon receipt and review

by the Chief Development Officer, and acceptance by the Lexington Economic Development Investment Board ("Board"), of all reports required by the Amended Agreement to the satisfaction of the Board and the Chief Development Officer. The total sum of each payment shall be payable within thirty (30) days after receipt of required invoice.

3. All other provisions of the Agreement shall remain in full force and effect, with the understanding that Monthly Progress Report and Year-End Report requirements will extend through December 31, 2021.

4. This agreement requires a dollar-for-dollar cash match between Government and Organization funding. Organization shall demonstrate compliance with this in agreement as part of the reporting requirements in Paragraph 3.

IN WITNESS WHEREOF, the parties have executed this Amendment to Agreement at Lexington, Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: *Linda Gorton*
LINDA GORTON, MAYOR

ATTEST:

Mackenzie Sommers
~~Abigail Allan, Clerk of the Urban County Council~~
Mackenzie Sommers
Deputy Council Clerk

EUPHRATES INTERNATIONAL
INVESTMENT COMPANY (EIC)

BY: *Erran Persley*
ERRAN PERSLEY, PRESIDENT

ATTEST:

Kristen Michele Parsons-Waugh

WITNESS:
DATE: 01/06/2021



Kristen Michele Parsons-Waugh
Notary Public, Kentucky
State At Large
My Commission Expires
January 31, 2024
Notary ID# KYNP1775

EXHIBIT "A"
Lexington/Fayette Urban County Government
Addendum for Services
Euphrates International Investment Company

**SCOPE OF WORK – ASSISTANCE TO SMALL, MINORITY, AND WOMAN-OWNED
BUSINESSES**

Local Contribution:

During the time period from January 1, 2021 through December 31, 2021, Euphrates International Investment Company (EIIC) will use these funds from Lexington-Fayette Urban County Government to:

- Create and provide a technology platform by February 26, 2021 that allows small, minority, and woman-owned businesses to connect with buyers/sellers both domestically and internationally through the "Grow In Lexington" platform, which will allow businesses to: enter new markets; develop joint venture partnerships that can increase their access to capital; connect with buyers; access suppliers that may be able to offer them better purchasing terms and/or less expensive raw materials/products; and create an opportunity for cooperation when purchasing to create economies of scale.
- Create and accomplish a work plan that includes, at a minimum:
 - Customizing platform software for the LFUCG's needs;
 - Recruitment/identification/qualification of Lexington-Fayette County participating businesses;
 - Entering companies' data into the platform;
 - Launching the platform for full utilization by small, minority, and woman-owned businesses; and
 - Reporting results as required throughout calendar year 2021.
 - Serve at least 30 unique companies through the platform, and conduct a minimum of 100 meetings through the platform, creating a minimum targeted value of sales/purchases/joint venture partnerships of \$250,000.

EXHIBIT "B"

Lexington/Fayette Urban County Government
Addendum for Services
Euphrates International Investment Company

MONTHLY REPORT QUESTIONNAIRE

1. Number of trainings to assist companies with platform, and number of Lexington companies represented at trainings.
2. Number of Lexington companies making new business connections as a result of implementation of the platform.
3. Number of Lexington companies receiving a contract or business opportunity as a result of the platform, and estimated value of those contracts/opportunities.
4. If available, please report the cost savings (such as travel costs saved) to Lexington businesses resulting from utilization of the platform.
5. Demonstrate compliance with the dollar-for-dollar match requirement.

EXHIBIT "C"

Lexington/Fayette Urban County Government
Addendum for Services
Euphrates International Investment Company

YEAR-END REPORT QUESTIONNAIRE

Provide calendar year-end metrics summarizing:

1. Total number of trainings conducted.
2. Number of unique participating companies.
3. Summary of total business connections resulting from use of the platform.
4. Total economic impact of platform implementation in terms of new business that would not have reasonably occurred without use of the platform.
5. Business growth (in company size, employees, revenues) reasonably resulting from implementation of the platform.

Demonstrate compliance with the dollar-for-dollar match requirement.

Provide additional program performance metrics collected by EIIC (not otherwise included in Exhibit "B") to demonstrate program effectiveness.