

AMENDMENT #1 – AGREEMENT

WHEREAS, effective January 1, 2017, Enterprise Florida, Inc. ("EFI") and OCO Global Ltd., ("Contractor"), (collectively, "the Parties") entered into an agreement;

WHEREAS, the Parties now wish to amend the Agreement as set forth herein;

NOW THEREFORE, the parties agree to the following contract section amendments.

Paragraph 3: Term

The paragraph 3, titled "Term", shall be amended as follows:

The term of this Agreement shall be extended from end of the current term, and shall remain in effect through **June 30, 2018**.

Any additional extension or renewal of this Agreement shall be in writing and at the sole discretion of EFI.

Paragraph 4: Consideration

The paragraph 4, titled "Consideration", shall be stricken and replaced with the following:

In consideration for the performance by Contractor for the Services, subject to the conditions of this Agreement, EFI shall pay Contractor a fixed amount of Sixteen Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$16,666.67) per month (the "monthly service fee").

An additional sum of Fifty Thousand Dollars (\$15,000.00)(the "additional investment") shall be available for the work outlined in Attachment A to this Amendment, titled "Proposal for Additional FDI Promotional Efforts". The work will be paid on a cost reimbursement basis.

The total contract value of this Agreement from its initial date of signature is Three Hundred Fifteen Thousand Dollars and Six Cents (\$315,000.06) (the "Consideration").

Contract payments shall not, under any circumstances, exceed the total contract value. Payment shall be made according to the following terms:

- a. By the 30th day of each month unless otherwise specified by EFI, Contractor shall provide an invoice to the Contract Manager stating the monthly service fee payable with respect to such month. The invoice shall be sent together with the monthly progress report for the same month required by paragraph 10.
- b. In addition, Contractor shall submit a separate invoice that provides a detailed accounting of all expenses for reimbursement per Attachment A.

This shall include any invoices for expenses, proof of payment, and any other documentation reasonably deemed necessary by the Contract Manager.

Paragraph 8: Performance Measures:

The paragraph 8, titled "Performance Measures," shall be amended as follows.

Line "c" shall be stricken and replaced with the following:

"c. Twenty (20) FDI leads sent by the Contractor to EFI. Six (6) of the leads should have 30+ expected jobs;"

Line "d" shall be stricken and replaced with the following:

"d. Eight (8) project establishments including expansions of companies already established in Florida;"

Line "e" shall be stricken and replaced with the following:

"e. Significant relationship development with twenty (20) target industry companies situated in United Kingdom and the Republic of Ireland;"

Line "f" shall be stricken and replaced with:

"f. Relationship development with twenty (20) key trade and FDI multipliers in the United Kingdom and the Republic of Ireland;"

Line "g" shall be stricken and replaced with:

"g. Assistance in appointment scheduling of FDI prospects for EFI at tradeshow, major exhibitions and conferences both inside and outside of the United Kingdom and the Republic of Ireland, including but not limited to Paris Airshow, Medica 2017, Farborough Air Show, Defense Space International (DSEI), and MRO Europe;"

In addition, a line "p" shall be added after line "o", which shall read:

"o. Creation/retention of 50 Florida-based jobs"

Paragraph 10: Monthly Reports:

The paragraph 10, titled "Monthly Reports", shall be amended as follows:

Monthly reports shall include a separate reporting of performance results related to the additional investment described in paragraph 4. Specifically, 2 leads, relationship development with target industry companies, relationship development with 6 key FDI multiplier in UK and Ireland

This is in addition to all other performance objectives outlined in this Agreement.

This Amendment #1 shall be effective as of the date it is executed by the Parties.

Unless amended by this agreement, all other terms of the existing Contract Agreement shall remain in effect.

IN WITNESS WHEREOF, by signature below, the Parties agree to abide by the terms, conditions and provisions of the original Agreement document, as amended, that is hereby effective on the day and year first written above.

OCO GLOBAL, LTD.

ENTERPRISE FLORIDA, INC.

DocuSigned by:
Mark O'Connell
18D40264B287464...
Mark O'Connell

DocuSigned by:
Scott Fennell
1C1C5684548841D

5/10/2017

4/26/2017

Date

Date

Proposal for Additional FDI Promotional Efforts

EFI UK

January - June 2017

OCO Global has acted as Enterprise Florida’s UK representative office since 2009. Our main mission is to support the development of the State’s economy by attracting investment from the UK and Ireland into Florida. Additional budget will help us to increase our promotional activities, further highlighting Florida as a business location in the UK.

ACTIVITY PROPOSED

There is a strong sector match between Florida and the UK in terms of aerospace and financial/professional services, and the EFI business development team have expressed an interest in us doing more in the life science sector. Therefore, we propose:

- To add extra staff hours (approx. 6 days) for research and outreach to key companies in the Aerospace, Professional Services (with a focus on BPO), and Life Science sectors. We expect to list up and outreach to the top 10-20 companies in each of these sectors.
- To participate in up to 4 selected events (approx. 5 days, including travel) to speak to potential investors, such as:
 - Innovate Finance \$1,250
 - Med-Tech (Coventry) 26th - 27th April (free to attend)
 - European Shared Services & Outsourcing Week (Manchester), 15th-18th May (fee \$2,500)
- To meet new/reinforce our existing relationships with UK multipliers and clusters (approx. 4 days, including travel), with a specific focus on aerospace clusters (such as ADS, Farnborough Aerospace Consortium, Midlands Aerospace Alliance, North West Aerospace Alliance, West of England Aerospace Forum, Aerospace Wales Forum) in the run up to the Paris Airshow.

TARGET

We expect the activity above to:

- Raise the profile of the state as a business destination across the UK, as the extra budget will allow for more travel outside of London attending events and meeting with companies/clusters.
- Develop our relationship with key multipliers, which should result in more inbound enquiries.
- Develop our relationship with key companies, which should result in increased investment interest and attract new investors
- Result in at least two new leads in the next six months.

BUDGET

Activity	Cost
Extra staff hours for Julia Mills and Yassin Nahi (research, outreach, meetings, travel time)	10,000 \$
Participation at events/conferences (fees)	3,000 \$
Expenses (travel, hotels, meals, etc.)	2,000 \$
TOTAL	15,000 \$