

**AMENDMENT NO. 1 TO AGREEMENT
JOHANNA SOPHIA d/b/a JOHANNA'S RAW FOODS**

This Amendment No. 1 ("Amendment No. 1") is effective as of January 12, 2022 (the "Amendment Effective Date") and entered into by and between the **ULSTER COUNTY ECONOMIC DEVELOPMENT ALLIANCE, INC.**, a local development corporation formed under the laws of the State of New York, with offices at 244 Fair Street, Kingston, New York 12401 (the "**UCEDA**"), and **JOHANNA SOPHIA d/b/a JOHANNA'S RAW FOODS**, a sole proprietorship with offices at 42 Maple Avenue #1, P.O. Box 355, Clintondale, New York 12515 (the "**Contractor**") (each, a "Party;" together, the "Parties").

RECITALS

WHEREAS, the Parties entered into an agreement effective January 12, 2022 for assistance through the Ulster County CARES Program (the "Agreement"); and

WHEREAS, the Contractor's name was incorrectly recited in the Agreement as "Johanna's Raw Foods PBC"; and

WHEREAS, the Contractor's correct name is "Johanna Sophia d/b/a Johanna's Raw Foods"; and

WHEREAS, the Contractor has requested a change to the allocation of funding in certain categories of the Agreement; and

WHEREAS, the Parties have agreed to revise the Agreement by replacing each and every reference to "Johanna's Raw Foods PBC" with "Johanna Sophia d/b/a Johanna's Raw Foods", and to revise the funding allocation, as further detailed below.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the Parties agree as follows:

AGREEMENT

1. All references to "Johanna's Raw Foods PBC" contained in the Agreement shall hereby be deleted and replaced with "Johanna Sophia d/b/a Johanna's Raw Foods".
2. All references to "Contractor" contained in the Agreement shall refer to "Johanna Sophia d/b/a Johanna's Raw Foods".
3. Schedule B. Paragraph 3 of Schedule B of the Agreement is hereby deleted in its entirety and is amended and restated to read as follows:

The Contractor shall expend the funds it receives through the Ulster County CARES Program in accordance with the amounts and categories listed herein, as follows:

| | |
|--|--------------------|
| a. Furniture /Fixtures: | \$N/A |
| b. Equipment (excludes construction-related projects): | \$3,000.00 |
| c. Personal Protective Equipment: | \$N/A |
| d. Inventory: | \$600.00 |
| e. Operating Expenses: | \$10,000.00 |
| f. Payroll: | \$12,000.00 |
| g. Other (must be pre-approved by UCEDA): | |
| i. Rent | \$4,400 |
| TOTAL: | \$30,000.00 |

4. Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement
5. Except as expressly set forth herein, the terms and conditions of the Agreement shall continue in full force and effect.
6. In the event of a conflict between the Agreement and this Amendment No. 1, the terms and conditions of this Amendment No. 1 shall control.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to enter into this Amendment No. 1, effective as of the Amendment Effective Date.

**ULSTER COUNTY ECONOMIC DEVELOPMENT
ALLIANCE, INC.**

By: _____
NAME: Sarah Haley
TITLE: Board Chair
DATE: _____

JOHANNA SOPHIA d/b/a JOHANNA'S RAW FOODS

By: _____
NAME: Johanna Sophia
TITLE:
DATE: _____