

AWARD AGREEMENT

THIS AWARD AGREEMENT (the "Agreement") is made and entered into this 26th day of January, 2016, by and between the INDIANA ECONOMIC DEVELOPMENT CORPORATION ("IEDC"), and GO ELECTRIC, INC., a Delaware corporation with its headquarters located at 2705 Enterprise Drive, Suite 162, Anderson, Indiana 46013 (the "Company").

RECITALS

WHEREAS, on December 9, 2015, the Board of Directors of IEDC, acting by and through its Entrepreneurship Committee, approved an award to the Company in the amount of up to One Million Dollars (\$1,000,000) (the "Award") from the Twenty-First Century Research and Technology Fund under Indiana Code § 5-28-16 *et. seq.*, subject to the confirmed commitment to the Company of at least \$3,000,000 in capital investment commitments from private (non-governmental) sources (any and all such funds, the "Co-Investment"), on the terms and subject to the conditions set forth in this Agreement;

WHEREAS, the Company has secured the full Co-Investment commitment amount of at least \$3,000,000 pursuant to the terms of that certain Series A Preferred Stock Purchase Agreement made and entered into by and among the Company and the purchasers thereto, dated as of January 26, 2016, a copy of which is attached hereto as Exhibit A (the "Purchase Agreement"), and the Transaction Agreements.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, and subject to the following terms and conditions, IEDC and the Company agree as follows:

Certain capitalized terms used in this Agreement are defined in Section 5 hereof.

1. ISSUANCE OF PREFERRED STOCK; CLOSING; USE OF PROCEEDS.

1.1. Issuance of Series A Preferred Stock.

Subject to the terms and conditions of this Agreement:

(a) IEDC agrees to disburse the actual Award amount of Nine Hundred Ninety-Nine Thousand Nine Hundred Ninety-Eight and 50/100 Dollars (\$999,998.50) (the "Purchase Price") as and when more particularly described in Section 1.2 hereof.

(b) In exchange for the disbursement of the Purchase Price, the Company agrees to issue to Indiana 21st Century Fund, L.P., a Delaware limited partnership and an affiliate of IEDC ("21 Fund"), for and on behalf of IEDC as IEDC's designee, an original certificate representing [REDACTED] of Series A Preferred Stock of the Company (the "Shares") against disbursement of the Purchase Price.

1.2. Closing.

Subject to the terms and conditions contained in this Agreement, the closing of the transactions contemplated hereby (the "Closing") will occur as follows:

- (a) The Company will execute and deliver this Agreement to IEDC;
- (b) The Company and 21 Fund will execute the Purchase Agreement and the Transaction Agreements (which 21 Fund explicitly agrees to hold in escrow subject to and pending the Company's receipt of the Purchase Price proceeds from 21 Fund);
- (c) IEDC will deliver the Purchase Price proceeds to 21 Fund, which will in turn deliver the Purchase Price proceeds to the Company, by wire or ACH transfer of immediately available funds to an account of the Company to be designated to 21 Fund prior to the Closing, as soon as reasonably practicable following the full counter-execution of this Agreement by IEDC and the Director of the Indiana State Budget Agency;
- (d) The Company shall release from escrow the Purchase Agreement and the Transaction Agreements and shall issue the Shares to 21 Fund upon its receipt of the disbursement of the Purchase Price proceeds; and
- (e) The Company and 21 Fund will execute and deliver to each other such other documents, exhibits, certificates, instruments and writings required to be delivered pursuant to Section 2 hereof or otherwise required pursuant to this Agreement, the Purchase Agreement and/or the Transaction Agreements.

1.3. Use of Proceeds.

The proceeds of the transactions contemplated hereby shall be used by the Company as provided in Section 1.3 of the Purchase Agreement.

2. CONDITION TO CLOSING.

IEDC's obligation to make the disbursement of the Purchase Price proceeds at the Closing is subject to the fulfillment to IEDC's satisfaction of the following condition:

Board Observation Rights

For so long as 21 Fund holds any Shares which are to be issued upon disbursement of the Purchase Price proceeds as provided herein, the Company shall agree to allow 21 Fund to appoint one observer to the Company's Board of Directors in accordance with and subject to the terms of a Board Observation Rights Letter Agreement to be made and entered into by and between 21 Fund and the Company, effective as of the date hereof, in the form attached hereto as Exhibit B.

3. REPRESENTATIONS AND WARRANTIES OF THE COMPANY.

The Company hereby represents and warrants to IEDC that the representations and warranties contained in Section 2 of the Purchase Agreement are true and correct as of the date hereof.

4. COVENANTS OF THE COMPANY; INFORMATION AS TO THE COMPANY; INSPECTION.

4.1. Covenants of the Company.

The Company covenants and agrees that, for so long as 21 Fund holds any Shares (or such greater number of Shares as required pursuant to Section 4.1(b) below) which are to be issued upon disbursement of the Purchase Price as provided herein:

(a) The Company shall use the Award proceeds only for the purposes described in Section 1.3.

(b) For so long as 21 Fund holds all of the Shares which are to be issued upon disbursement of the Purchase Price as provided herein, the Company shall maintain its status as an "Indiana business", as such term is defined in Indiana Code § 5-22-15-20.5(b); provided, however, IEDC agrees that 21 Fund may waive, and the Company may be released from, the requirements set forth in this Section 4.1(b) if 21 Fund, upon written request for consideration by the Company, (i) makes a written determination that, in its sole reasonable judgment, the Company has significant potential to (A) bring substantial capital into Indiana, (B) create jobs within Indiana, or (C) diversify the business base of Indiana, without otherwise meeting the objective requirements contained above in this Section 4.1(b); or (ii) makes a written determination, in its sole judgment, that circumstances otherwise exist such that the Company may be released from its obligation to satisfy the objective requirements contained above in this Section 4.1(b); and provided, further, in the event that the Company is subject to any sale or merger, including a sale of substantially all of its assets or the sale of the Company's Equity Securities, or any other transaction or series of related transactions wherein (1) at least fifty percent (50%) of the equity or voting control of the Company is transferred to another entity in a transaction or series of transactions that are not for purposes of raising capital for the Company, and (2) 21 Fund has the right to participate in the proposed transfer on a pro rata basis (as among the transferee and the holders of the Company's Equity Securities) (a "Transaction"), IEDC (and 21 Fund) hereby fully waive the requirements of this Section 4.1(b) and release the Company and its successors (including, for the avoidance of doubt, that entity purchasing the assets, equity, or control of the Company pursuant to a Transaction) of all obligations to satisfy such requirements, provided that such Transaction must be consummated for independent business reasons unrelated to extinguishing such obligations and for purposes other than the reorganization of the Company in a different state or the formation of a holding company that will be owned exclusively by the Company's stockholders and that will hold all of the outstanding shares of capital securities of the Company's successor.

(c) Compliance with Laws:

(i) The Company shall comply in all material respects with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The Company's acknowledgements, certifications, representations, warranties and agreements set forth in this Agreement shall in no way limit the generality of the foregoing. The enactment of any state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by IEDC and the Company to determine whether the provisions of this Agreement require formal modification.

(ii) The Company and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with IEDC, as set forth in Indiana Code §4-2-6 *et seq.*, Indiana Code §4-2-7 *et seq.*, the regulations promulgated thereunder, Executive Order 04-08, dated April 27, 2004, Executive Order 05-12, dated January 10, 2005, and 25 Indiana Administrative Code 6, effective January 1, 2006. If the Company, or any of its agents, are not familiar with these ethical requirements, they should refer any questions to the State Ethics Commission, or visit the State Ethics Commission website at <http://www.in.gov/ethics/>. If the Company or any of its agents violate any applicable ethical standards, IEDC may, in its sole discretion, terminate this Agreement immediately upon notice to the Company. In addition, the Company may be subject to penalties under Indiana Code § 4-2-6-12.

(iii) The Company shall obtain and maintain all required material permits, licenses, and approvals, as well as comply with all applicable material health, safety, and environmental statutes, rules, or regulations for its operations as may be required by any Governmental Authority having jurisdiction or regulatory authority over the Company. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of further rights to contract with IEDC.

(iv) The Company agrees that IEDC may confirm, at any time, that no liabilities exist to IEDC, and, if such liabilities are discovered, that IEDC may bar the Company from contracting with IEDC and the State of Indiana in the future, cancel existing contracts, withhold payments to setoff such obligations, and withhold further payments or purchases until the Company is current in its payments on its liability to IEDC and has submitted proof of such payment to IEDC.

(v) As required by Indiana Code § 5-22-3-7:

(A) The Company, and its principals, certify that (1) the Company, except for de minimis and nonsystematic violations, has not violated the terms of (a) Indiana Code § 24-4.7 [Telephone Solicitation Of Consumers], (b) Indiana Code § 24-5-12 [Telephone Solicitations], or (c) Indiana Code § 24-5-14 [Regulation of Automatic Dialing Machines] in the previous 365 days, even if Indiana Code § 24-4.7 is preempted by federal law; and (2) the Company will not

violate the terms of Indiana Code § 24-4.7 for the duration of this Agreement, even if Indiana Code § 24-4.7 is preempted by federal law.

(B) The Company certifies that, except for de minimis and nonsystematic violations, neither it nor any of its Affiliates or principals and agents have violated in the previous 365 days, or will violate for the duration of this Agreement, the terms of Indiana Code § 24-4.7, even if Indiana Code § 24-4.7 is preempted by federal law.

(d) Conflict of Interest:

(i) As used in this section:

“Immediate Family” means the spouse and the unemancipated children of an individual.

“Interested Party,” means:

(A) The individual executing this Agreement on behalf of the Company;

(B) An individual who has an interest of one percent (1%) or more of the Company; or

(C) Any member of the Immediate Family of an individual specified under the foregoing subdivision (A) or (B).

“Commission” means the Indiana State Ethics Commission.

(ii) IEDC may cancel this Agreement without recourse by the Company if any Interested Party is an employee of IEDC as of immediately prior to the Closing.

(iii) IEDC will not exercise its right of cancellation under subpart (ii), immediately above, if the Company gives IEDC an opinion by the Commission indicating that the existence of this Agreement and the employment by IEDC of the Interested Party does not violate any statute or rule relating to ethical conduct of IEDC employees. IEDC may take action, including cancellation of this Agreement, consistent with an opinion of the Commission obtained under this section suggesting a violation of any statute or rule relating to ethical conduct.

(iv) The Company has an affirmative obligation under this Agreement to disclose to IEDC when an Interested Party is or becomes an employee of IEDC. The obligation under this section extends only to those facts that the Company knows or reasonably could know.

(e) Drug-Free Workplace Certification:

The Company hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Company will give written notice to IEDC within ten (10) days after receiving actual notice that the Company or an employee of the Company has been convicted of a criminal drug violation occurring in the Company's workplace.

False certification or violation of the certification may result in sanctions including, but not limited to, the suspension and debarment of contract opportunities with IEDC for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Agreement is in excess of \$25,000.00, the Company hereby further agrees that this Agreement is expressly subject to the terms, conditions and representations of the following Certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all awards from IEDC in excess of \$25,000.00. No award, the total amount of which exceeds \$25,000.00, shall be made or be valid unless and until this certification has been fully executed by the Company and made a part of the award or award agreement.

The Company certifies and agrees that it will provide a drug-free workplace by:

(i) Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Company's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(ii) Informing its employees of (a) the dangers of drug abuse in the workplace; (b) the Company's policy of maintaining a drug-free workplace; (c) any available drug counseling, rehabilitation, and employee assistance programs; and (d) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

(iii) Notifying all employees in the statement required by subparagraph (i) above that as a condition of continued employment the employee will (a) abide by the terms of the statement; and (b) notify the Company in writing of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction;

(iv) Notifying in writing IEDC within ten (10) calendar days after receiving notice from an employee under subdivision (iii)(b) above or otherwise receiving actual notice of such conviction. Notification must include the Award identifier number for

each affected Award;

(v) Within thirty (30) days after receiving notice under subdivision (iii)(b) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and

(vi) Making a good faith effort to continue to maintain a drug-free workplace through the implementation of subparagraphs (i) through (v) above.

(f) Pursuant to Indiana Code § 22-9-1-10, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and the Civil Rights Act of 1964, the Company shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to the employee's or applicant's hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, religion, sex, disability, national origin or ancestry. Acceptance of this Agreement also signifies compliance with applicable federal laws, regulations and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran. Breach of one or both of these covenants may be regarded as a material breach of this Agreement.

(g) The Company shall indemnify, defend, and hold harmless IEDC and the State of Indiana and their respective agents, officers, employees and representatives from all third party claims and suits for damages or loss or damage to property, including the loss of use thereof, and injuries to or death of persons, including without limitation any officers, agents, employees and representatives of the Company or its contractors, and from all judgments recovered therefor and for expenses in defending any such claims or suits, including court costs, attorneys' fees, and for any other expenses to the extent caused by a material uncured breach of the Company's obligations under this Agreement. IEDC shall not provide such indemnity to the Company.

(h) The Company shall promptly cure, and ratify the cure of, any defects in the creation, issuance, and delivery of this Agreement. The Company, at its expense, will execute (or cause to be executed) and deliver to IEDC and/or 21 Fund, upon reasonable request, all such other and further documents, agreements, and instruments in compliance with or accomplishment of any covenant or agreement of the Company in this Agreement, or to correct any omissions therein, or to state more fully the obligations and agreements set out therein, or to perfect, protect, or preserve any encumbrances intended to be created pursuant thereto, or to make any recordings, to file any notices, or to obtain any consents, all as may be reasonably necessary or appropriate in connection therewith.

4.2 Financial and Business Information.

For so long as 21 Fund holds any Shares which are to be issued upon disbursement of the Purchase Price proceeds as provided herein, the Company shall deliver to 21 Fund:

(a) Quarterly Statements. As soon as available, but in any event not later than 45 days after the end of each quarter, the compiled balance sheet, income statement and statement of cash-flows of the Company for such quarter and for the period from the beginning of the applicable fiscal year to the end of such quarter, setting forth in each case in comparative form the figures for the comparable periods of the previous fiscal year.

(b) Annual Statements. As soon as available, but in any event within 120 days after the end of each fiscal year, the reviewed balance sheet, income statement and statement of cash-flows of the Company for such fiscal year, setting forth in each case in comparative form the figures for the previous fiscal year.

(c) Reports. Concurrently with each set of quarterly and annual financial statements delivered pursuant to clauses (a) and (b) of this subsection, reports summarizing the Company's technology development, business development, and other indicators of economic impact on a form provided by 21 Fund, as may be amended from time to time.

(d) Requested Information. With reasonable promptness, such other data and information relating to the business, operations, affairs, financial condition, assets, properties or prospects of the Company as IEDC may from time to time reasonably request.

5. CERTAIN DEFINITIONS.

As used in this Agreement, the following terms have the following respective meanings:

"Affiliate" means, with respect to any Person, (a) any director, manager, officer or partner of such Person; (b) any other Person that beneficially owns, directly or indirectly, 50% or more of any class of voting or equity interests of such Person; (c) any other Person of which such Person beneficially owns, directly or indirectly, equity securities having 50% or more of any class of voting or equity interests of such other Person; and (d) any other Person controlling, controlled by or under common control with such Person where the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting or equity securities or otherwise.

"Equity Securities" means the Series A Preferred Stock of the Company and any other equity securities of the Company, and securities convertible into or exchangeable for equity securities, of any class or series of the Company (including, without limitation, any preferred stock), and any options, warrants or other rights to acquire any of the foregoing.

“Governmental Authority” means (a) the government of (i) the United States of America or any state or other political subdivision thereof, or (ii) any jurisdiction in which the Company conducts all or part of its business, or which asserts jurisdiction over any properties of the Company, or (b) any entity exercising, executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, any such government.

“Material” means material in relation to the business, operations, affairs, financial condition, assets, properties or prospects of the Company.

“Person” means an individual, partnership, corporation, limited liability company, joint venture, association, trust, unincorporated organization, or a government or agency or political subdivision thereof.

“Transaction Agreements” has the meaning given to such term in the Purchase Agreement.

“Violation” or “violation” means a material breach or material violation of, a default under, the acceleration of or the creation of any lien, pledge, security interest, claim, charge or other encumbrance of any nature whatsoever (with or without the giving of notice or the lapse of time, or both) pursuant to, any provision of any agreement, lease, license, contract, note, mortgage, indenture, arrangement or other obligation to which the Company is a party or by which any of its assets or properties is bound, or any law, rule, ordinance or regulation or any judgment, decree, order, award or governmental or non-governmental permit to which the Company is subject.

6. MISCELLANEOUS.

6.1. Further Assurances.

Each party hereto respectively will use all reasonable efforts to take, or cause to be taken, all actions and do, or cause to be done, all other things necessary, proper or appropriate under applicable laws, regulations and contracts to consummate and thereafter make effective the transactions contemplated by this Agreement.

6.2. Modification, Amendment or Termination.

The parties hereto may modify, amend or terminate this Agreement at any time, only by written agreement duly executed and delivered by each party hereto.

6.3. Severability.

If any term or other provision of this Agreement, or any portion thereof, is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms and provisions of this Agreement, or remaining portion thereof, shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not

affected in any manner materially adverse to any party. Upon such determination that any such term or other provision, or any portion thereof, is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are consummated to the fullest extent possible.

6.4. Notices.

All notices and correspondence pursuant to this Agreement shall be delivered to the parties hereto as follows:

If to the Company: Go Electric, Inc.
Attn: Lisa Laughner
2705 Enterprise Drive, Suite 162
Anderson, Indiana 46013

If to IEDC: Indiana Economic Development Corporation
Attn: General Counsel
One North Capitol Avenue, Suite 700
Indianapolis, Indiana 46204

With a copy to: Indiana 21st Century Fund, L.P.
c/o Elevate Advisors, LLC
Attn: Chief Investment Officer
50 East 91st Street, Suite 213
Indianapolis, Indiana 46240

6.5. Governing Law; Jurisdiction.

This Agreement and all other matters relating to the transactions covered herein shall be governed by and construed in accordance with the laws of the State of Indiana, without regard to the conflicts of laws principles thereof, and any suit related to this Agreement or other matters related to the transactions covered herein must be brought in Indiana and the Company consents to personal jurisdiction in the State of Indiana.

6.6 Counterparts.

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES APPEAR ON FOLLOWING PAGE]*

IN WITNESS WHEREOF, the parties to this Award Agreement, having read and understood the foregoing terms hereof, hereby do, by their respective authorized representatives, agree to the terms hereof.

"COMPANY"

"IEDC"

GO ELECTRIC, INC.

INDIANA ECONOMIC DEVELOPMENT CORPORATION

By: 

Victor P. Smith, Secretary of Commerce
(Digital Signature Stamp Below)

Printed: Lisa Laughner

Title: Chief Executive Officer

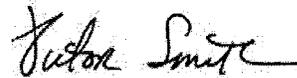
APPROVED:

STATE BUDGET AGENCY

By: 

Printed: Brian E. Bailey

Title: Director



Digitally signed by
Victor P. Smith
DN: cn=Victor P.
Smith, o=Secretary
of Commerce,
ou=IEDC,
email=vsmith@ied
c.in.gov, c=US
Date: 2016.01.26
11:41:48 -05'00'

ACKNOWLEDGED BY:

INDIANA 21ST CENTURY FUND, L.P.

By: Elevate Advisors, LLC, its General Partner

By: Elevate Ventures, Inc., its Sole Member


Ting Goozee
Chief Investment Officer

EXHIBIT A

Series A Preferred Stock Purchase Agreement

REDACTED

11/15/2019 10:00 AM

REDACTED

EXHIBIT B

Board Observation Rights Letter Agreement

18378083.4

GO ELECTRIC, INC.
2705 Enterprise Drive, Suite 162
Anderson, Indiana 46013

January 26, 2016

Indiana 21st Century Fund, L.P.
c/o Elevate Advisors, LLC
50 East 91st Street, Suite 213
Indianapolis, Indiana 46240
Attention: Ting Gootee

Re: Board Observation Rights Letter Agreement

Dear Ms. Gootee:

This letter agreement (this "Agreement") will confirm our agreement to allow Indiana 21st Century Fund, L.P. (the "Fund") to appoint one observer to the Go Electric, Inc. (the "Company") Board of Directors (the "Board" or the "Directors") in accordance with and subject to the terms hereof. The Fund shall be entitled to the following contractual observation rights, which are in addition to any rights to non-public financial information, inspection rights, and other rights specifically provided by the Company to stockholders of the Company.

1. The Company hereby agrees that the Fund shall have the right to designate a representative to attend all meetings of the Board or any committee thereof as a non-voting observer (the "Representative"). At any time and from time to time, the Fund may designate a replacement employee or agent of the Fund or any affiliate thereof to serve as a Representative upon written notice to the Company (it being understood that notice by email shall be sufficient for this purpose), provided that such replacement Representative must be reasonably acceptable to the Company, which acceptance shall not be unreasonably withheld, conditioned or delayed.

2. Representative may examine the books and records of the Company and inspect its facilities and may request information at reasonable times and intervals concerning the general status of the Company's financial condition and operations, provided that access to highly confidential proprietary information and facilities need not be provided.

3. Representative may attend and observe any and all meetings of the Board, whether in person, telephonically or otherwise, and the Company shall, concurrently with delivery to the members of the Board, provide Representative with copies of all notices, minutes, consents and other materials that the Company provides to its Directors, except that Representative may be excluded from access to any material or meeting or portion thereof if Representative or one or more of Representative's affiliates is a competitor of the Company or if the Board determines in good faith such exclusion is reasonably necessary to preserve the attorney-client privilege, to protect highly confidential proprietary information, to manage any

conflict of interest, or for other similar reasons. Upon reasonable notice and at a scheduled meeting of the Board or such other time, if any, as the Board may determine in its sole discretion, such Representative may address the Board with respect to the Fund's concerns regarding significant business issues facing the Company. Representative shall not have any voting rights that the Directors of the Company have and, except as otherwise provided in this Agreement, shall not be subject to any fiduciary duties applicable to the Directors of the Company.

4. Representative agrees that he or she shall, and shall cause the Fund to, keep confidential and shall not disclose, divulge, or use for any purpose (other than to monitor the Fund's investment in the Company) any confidential information obtained from the Company pursuant to the observation rights set forth in this Agreement (including notice of the Company's intention to file a registration statement), unless such confidential information (a) is known or becomes known to the public in general (other than as a result of a breach of this subparagraph by Representative), (b) is or has been independently developed or conceived by Representative without use of the Company's confidential information, or (c) is or has been made known or disclosed to Representative by a third party without a breach of any obligation of confidentiality such third party may have to the Company; provided, however, that Representative may disclose confidential information (i) to the Fund's attorneys, accountants, consultants, and other professionals to the extent necessary to obtain their services in connection with monitoring the Fund's investment in the Company; (ii) to any affiliate, partner, member, manager, director or wholly owned subsidiary of the Fund in the ordinary course of business, provided that Representative informs such person that such information is confidential and directs such person to maintain the confidentiality of such information; or (iii) as may otherwise be required by law, provided that Representative promptly notifies the Company of such disclosure and takes reasonable steps to minimize the extent of any such required disclosure.

5. The Company acknowledges that the Fund is in the business of making early stage investments in high-tech companies and therefore reviews the business plans and related proprietary information of many enterprises, including enterprises that may have products or services that compete directly or indirectly with those of the Company. Nothing in this Agreement shall preclude or in any way restrict the Fund from investing or participating in any particular enterprise, regardless of whether such enterprise has products or services that compete with those of the Company.

6. The rights described herein shall terminate and be of no further force or effect upon (a) such time as the Fund (or its permitted assigns) no longer is the owner of the Company's shares of Series A Preferred Stock purchased in connection with that certain Series A Preferred Stock Purchase Agreement made and entered into by and between the Company, the Fund and the other purchasers thereto, dated of even date herewith; (b) the consummation of the sale of the Company's securities pursuant to a registration statement filed by the Company under the Securities Act of 1933, as amended, in connection with the firm commitment underwritten offering of its securities to the general public; or (c) the consummation of a merger or consolidation of the Company that is effected (i) for independent business reasons unrelated to extinguishing such rights and (ii) for purposes other than (A) the reorganization of the Company in a different state or (B) the formation of a holding company that will be owned exclusively by the Company's stockholders and will hold all of the outstanding shares of capital securities of the

Company's successor. The confidentiality obligations referenced herein shall survive any such termination.

7. This Agreement may be executed in counterparts and signature pages may be delivered by facsimile or PDF transmission, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, without regard to the conflicts of law rules of such state.

*[Remainder of Page Intentionally Left Blank;
Signatures Appear on Following Page]*

Please indicate your agreement with the terms of this Agreement by executing a copy of the same below and returning a copy to us at your earliest convenience.

Very truly yours,

Agreed and Accepted:

"COMPANY"

"FUND"

GO ELECTRIC, INC.

INDIANA 21st CENTURY FUND, L.P.

By:  _____

By: Elevate Advisors, LLC,
its General Partner

Name: Lisa Laughner
Title: Chief Executive Officer

By: Elevate Ventures, Inc.,
its Sole Member

By:  _____

Printed: Ting Gootee
Title: Chief Investment Officer