PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT ("Contract") is made and entered into, effective as of April 24, 2015, by and between the **INDIANA ECONOMIC DEVELOPMENT CORPORATION** (the "IEDC") and the **CENTRAL INDIANA CORPORATE PARTNERSHIP, INC.**, acting by and through the Energy Systems Network Initiative (the "Contractor").

In consideration of the mutual undertakings and covenants set forth herein, the parties hereby agree as follows:

1. **PURPOSE OF AGREEMENT**
   The purpose of this Contract is for Contractor to provide consulting services related to the attraction of Japanese energy industry investment in the State of Indiana, as more fully described in Exhibit A, attached hereto and made a part hereof. Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that the IEDC shall have the right in its sole discretion to seek bids from, and enter into agreements with, parties other than Contractor to provide such consulting services to the IEDC.

2. **TERM**
   (A) This Contract shall commence on **November 1, 2014** and shall remain in effect through **October 31, 2015** or unless earlier terminated in accordance with the provisions of this Contract (the "Expiration Date"). All work and/or services under this Contract must be completed by the Expiration Date. In no event shall payments be made for work done or services performed after the Expiration Date.

   (B) The Contractor may request in writing that the Expiration Date be extended, provided that the Contractor provides a written justification for the extension at least seven (7) days in advance of the Expiration Date, and the amount of the funds to be paid does not exceed the amount of the original contract. The IEDC may approve such requests in writing but will not extend the Expiration Date beyond **February 28, 2016.** Approval of the extension is subject to the sole discretion of the IEDC. If the Expiration Date is extended, all other provisions of this Contract shall remain in full force and effect.

   (C) Any provisions which, by their nature, are intended to apply after termination of this Contract shall survive termination of the Contract, including but not limited to provisions for payment of amounts owed for work performed under the Contract, disclaimer of warranty, limitation of liability, and intellectual property clauses.

3. **CONSIDERATION**
   (A) Total remuneration under this Contract shall not exceed **$50,000 (Fifty Thousand and 00/100 Dollars)** (the "Contract Amount").

   (B) All work and/or services provided by the Contractor under this Contract must be performed to the IEDC's reasonable satisfaction, which satisfaction shall be determined at the discretion of the IEDC, and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The IEDC shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract, or performed in violation of federal, state, or local laws.

4. PAYMENTS

(A) The Contractor shall submit quarterly invoices for payment in connection with its services provided hereunder. Such invoices shall include line item detail describing the services performed.

(B) All payment obligations shall be made in arrears in accordance with Indiana law and state fiscal policies and procedures, and as required by Indiana Code § 4-13-2-14.8. Notwithstanding any other law, rule, or custom, a person or company whom has a contract with the State of Indiana or submits invoices to the state for payment shall authorize, in writing, the direct deposit by electronic funds transfer of all payments by the state to the person or company. The written authorization must designate a financial institution and an account number to which all payments are to be credited. Any exception to this requirement must be approved by the IEDC and the State of Indiana. For forms and additional information, see the Auditor of State's website at *www.in.gov/auditor/forms.*

5. CONFIDENTIALITY OF INFORMATION

(A) The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected data. Therefore, the Contractor promises and assures that data, material, and information disclosed to the Contractor by the IEDC for the purpose of this Contract, and specifically identified as confidential information will not be disclosed to others or discussed with other parties without the prior written consent of the IEDC.

(B) The parties acknowledge that the services to be performed by the Contractor for the IEDC under this Contract may require or allow access to data, materials, and information containing Social Security numbers or other personal information maintained by the IEDC in its computer system or other record. In addition to the covenant made above in this Section, and pursuant to 10 IAC 5-3-1(4), the Contractor and the IEDC agree to comply with the provisions of Indiana Code ch. 4-1-10 and Indiana Code ch. 4-1-11. If any Social Security number(s) or personal information (as defined in Indiana Code § 4-1-11-3) is/are disclosed by the Contractor, the Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system, in addition to any other claims and expenses for which it is liable under the terms of this Contract.

(C) Contractor agrees not to use for itself or others, misappropriate or disclose any Proprietary Information of persons or organizations seeking assistance or that has obtained assistance from the IEDC and/or any other confidential or proprietary information of the IEDC. Further, Contractor agrees that such prohibited uses include, but is in no way limited to, (i) making an investment in any persons or organizations that is seeking assistance or who has obtained assistance from the IEDC or (ii) seeking or obtaining employment with any persons or organizations that is seeking assistance or who has obtained assistance from the IEDC. Contractor also agrees to return to the IEDC, or in the case of electronic files, delete all review materials, and any copies of the review materials, provided to me by the IEDC. This return of review materials will be at the IEDC's expense, and will occur upon

termination of the current round of review with the IEDC, or at any time at the IEDC's request.

6. USE OF THE IEDC NAME

The IEDC has not granted any rights to use its name, trademark, intellectual property, or logos. The Contractor agrees that it will not use the name or intellectual property, including but not limited to IEDC trademarks or logos, in any manner, including commercial advertising or as a business reference without the prior written consent of the IEDC. For any purposes outside those contemplated by this Contract, and for which the IEDC's participation will be referenced, the IEDC shall have the right of review and approval of the use, disclosure, and the finished product prior to its publication. All such requests shall be made in writing and delivered to the IEDC for approval at its sole discretion.

7. GOVERNING LAW

(A) This Contract shall be construed in accordance with, and governed by, the laws of the State of Indiana without regard to principles of choice of law, and suit, if any, must be brought in the State of Indiana. The venue for any court action shall be the circuit or superior court of Marion County, Indiana or the United States District Court for the Southern District of Indiana. The Contractor hereby consents to the personal jurisdiction of Indiana state and federal courts.

(B) If any section, paragraph, term, condition, or provision of this Contract is found, by a court of competent jurisdiction, to be invalid or unenforceable, or if any paragraph, term, condition, or provision is found to violate or contravene the laws of the State of Indiana, then the section, paragraph, term, condition, or provision so found will be deem severed from this Contract, but all other sections, paragraphs, terms, conditions, and provisions will remain in full force and effect.

(C) The Contractor understands that this Contract is a public record subject to request pursuant to Indiana Code Ch. 5-14-3 and its exemptions. Use by the public of the information contained in this Contract shall not be considered an act of the IEDC or the State.

8. TERMINATION & FUNDING CANCELLATION

(A) This Contract may be terminated, in whole or in part, by the IEDC whenever, for any reason, with or without cause, the IEDC determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a termination notice at least sixty (60) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The IEDC will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided, but in no case shall total payment made to the Contractor exceed the original Contract price or shall any price increase be allowed on individual line items if canceled in whole or in part prior to the original termination date.

(B) When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, the Contract shall be cancelled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

9. PROGRESS REPORTS

The Contractor shall submit written progress reports to the IEDC upon request. The progress reports shall serve the purpose of assuring the IEDC that work is progressing in a timely manner, and that completion can be reasonably assured on the scheduled date.

10. ACCESS TO RECORDS & AUDITS

(A) The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. The Contractor shall make such materials available at his/her respective office at all reasonable times during the Contract period, and for three (3) years from the date of final payment under the Contract, for inspection by the IEDC or by any other authorized representative of state government. Copies thereof shall be furnished at no cost to the IEDC if requested.

(B) The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with Indiana Code ch. 5-11-1 *et seq.* and any audit guidelines specified by the IEDC.

11. THE CONTRACTOR'S SERVICES

(A) The Contractor shall not commence any additional services or change the scope of services unless and until authorized in writing by the IEDC. No claim for additional compensation or any material change to the Budget shall be made. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

(B) The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. All of the work performed hereunder shall be performed by the Contractor or under its supervision. The Contractor warrants that all personnel assigned to perform the services or other consultants or subcontractors engaged by the Contractor to perform the services are fully qualified and authorized to perform such services under the state and local laws. If the IEDC becomes dissatisfied with the work product of, or the working relationship with, any individuals assigned to work under this Contract, the IEDC may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

(C) The IEDC shall, at all reasonable times, have the right to inspect the work, services or performance of the Contractor. The Contractor shall furnish all reasonable aid and assistance required by the IEDC for proper examination of the work or services. Such inspection shall not relieve the Contractor of any obligation to perform said services in accordance with the law or this Contract.

12. OWNERSHIP OF DOCUMENTS AND MATERIALS

(A) Upon the expiration or termination of this Contract, the Contractor, at the IEDC's request, will transfer to the IEDC all the materials in Contractor's possession prepared for the IEDC or provided to the Contractor by the IEDC for the services rendered under this Contract.

(B) All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire," and the Contractor shall transfer any ownership claim to the IEDC, and all such materials will be the property of the IEDC. The Contractor agrees to execute any and all documents necessary to assign and transfer to the IEDC all intellectual property and other rights in materials and information created for the IEDC pursuant to this Contract.

(C) Use of these materials, other than related to Contract performance by the Contractor, without the prior written consent of the IEDC, is prohibited. The Contractor shall take such action as is necessary under law to preserve the IEDC's rights in and to the work product or intellectual property while such property is within the control and/or custody of the Contractor. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to these materials developed for or supplied by the IEDC and used to develop or assist in the services provided while the materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The Contractor shall provide the IEDC full, immediate, and unrestricted access to the work product during the term of this Contract.

13. COMPLIANCE WITH LAWS

(A) The Contractor agrees to comply 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 enactment or modification of any applicable state or federal statute or the promulgation of regulations thereunder after execution of this Contract shall be reviewed by the IEDC and the Contractor to determine whether the provisions of this Contract require formal modification.

(B) The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State of Indiana, as set forth in Indiana Code ch. 4–2–6, Indiana Code ch. 4-2-7, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the website of the Indiana Inspector General at *http://www.in.gov/ig/*. If the Contractor or its agents violate any applicable ethical standards, the IEDC may, in its sole discretion, terminate this Contract immediately upon notice to Contractor. In addition, the Contractor may be subject to penalties under Indiana Code ch. 4–2–6, Indiana Code ch. 4–2–7, Indiana Code § 35–44–1–3 and under any other applicable laws.

(C) The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana or the IEDC. Further, the Contractor agrees that any payments in arrears and currently due to the State of Indiana or to the IEDC may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the IEDC.

(D) The Contractor warrants that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana, or pending, and agrees that it will immediately notify the IEDC of any such actions. During the term of such actions, the Contractor agrees that the IEDC may delay, withhold, or deny work under any supplement, amendment, change order, or other contractual device issued pursuant to this Contract.

(E) If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the IEDC or the State of Indiana or its agencies, and the IEDC decides to delay, withhold, or deny work to Contractor, Contractor may request that it be allowed to continue, or receive work, without delay.

(F) Any payments that the IEDC may delay, withhold, deny, or apply under this Section shall not be subject to penalty or interest under Indiana Code ch. 5–17–5.

(G) The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations applicable in connection with the services provided under this Contract. Failure to do so is a material breach of the Contract and grounds for immediate termination of this Contract and denial of further work with the IEDC. The IEDC shall not be required to reimburse the Contractor for any services performed when Contractor or its employees or subcontractors were not or are not in compliance with such applicable standards, laws, rules or regulations. If licensure, certification or accreditation expires or is revoked, Contractor shall notify the IEDC immediately, and the IEDC, at its option, may immediately terminate this Contract.

(H) The Contractor affirms that, if it is an entity described in Title 23 of the Indiana Code, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

14. COMPLIANCE WITH TELEPHONE SOLICITATIONS ACT

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

(A) The Contractor and any principals of the Contractor certify that:

(1) The Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:

(a) Indiana Code tit. 24-4.7 [Telephone Solicitation of Consumers],

(b) Indiana Code ch. 24-5-12 [Telephone Solicitations], or

(c) Indiana Code ch. 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if Indiana Code ch. 24-4.7 is preempted by federal law; and,

(2) The Contractor will not violate the terms of Indiana Code tit. 24-4.7 for the duration of the Contract, even if Indiana Code tit. 24-4.7 is preempted by federal law.

(B) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor:

(1) Except for de minimis and nonsystematic violations, has not violated the terms of Indiana Code tit. 24-4.7 in the previous three hundred sixty-five (365) days, even if Indiana Code tit. 24-4.7 is preempted by federal law; and,

(2) Will not violate the terms of Indiana Code tit. 24-4.7 for the duration of the Contract, even if Indiana Code tit. 24-4.7 is preempted by federal law.

15. DRUG-FREE WORKPLACE CERTIFICATION

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

(B) It is further expressly agreed that a false certification, a violation of the certification or the failure of the Contractor to, in good faith, comply with the terms of this Section shall constitute a material breach of this Contract and shall entitle the IEDC to impose, or may otherwise result in, sanctions against the Contractor including, but not limited to, suspension of Contract payments, the termination of this Contract and/or the debarment of the Contractor from doing further business with the IEDC and the State of Indiana for up to three (3) years.

(C) In addition to the provisions of above paragraphs, if the total Contract amount set forth in the Contract is in excess of Twenty-Five Thousand Dollars ($25,000.00), the Contractor hereby further agrees that this Contract 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 contracts with and contracts from the State of Indiana in excess of $25,000.00. No award of a contract shall be made, and no grant, purchase order, or agreement, the total amount of which exceeds $25,000.00, shall be valid, unless and until this certification has been fully executed by the Contractor and made part of the contract or agreement as part of the contract documents.

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

(1) 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 Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and

(2) Establishing a drug-free awareness program to inform employees about:
   (a) The dangers of drug abuse in the workplace;
   (b) The Contractor'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.

(3) Notifying all employees in the statement required by subparagraph (1) above that, as a condition of continued employment, the employee will:
   (a) Abide by the terms of the statement; and
   (b) Notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and

(4) Notifying in writing the IEDC within ten (10) days after receiving notice from an employee under subparagraph 3(b) above, or otherwise receiving actual notice of such conviction; and

(5) Within thirty (30) days after receiving notice under subparagraph 3(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:
   (a) Take appropriate personnel action against the employee, up to and including termination; or
   (b) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purpose by a Federal, State or local health, law enforcement, or other appropriate agency; and

(6) Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 1 through 5 above.

16. NONDISCRIMINATION

Pursuant to Indiana Code § 22–9–1–10 and the Civil Rights Act of 1964, the Age Discrimination in Employment Act and the Americans with Disabilities Act, the Contractor and its subcontractors, if any, shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's race, color, religion, sex, age disability, national origin or ancestry or status as a veteran, or any other characteristic protected by federal, state, or local law. Breach of this covenant may be regarded as a material breach of the Contract. Acceptance of this Contract also signifies compliance with applicable federal and state laws and regulations prohibiting the aforementioned discrimination in the provision of services.

17. NOTICE TO PARTIES

Whenever any notice, statement, or other communication is required under this Contract, it shall be sent to the following address, unless otherwise specifically advised:

(A) Notices to the IEDC shall be sent to:
INDIANA ECONOMIC DEVELOPMENT CORPORATION
Attn: General Counsel
One North Capitol Avenue, Suite 700
Indianapolis, IN 46204-2288

(B) Notices to the Contractor shall be sent to:
Central Indiana Corporate Partnership, Inc.
111 Monument Circle, Suite 1800
Indianapolis, IN 46204
317-638-2440
Attn: Latoya Alexander, CFO
lalexander@cincorp.com

Notice from the IEDC to the Contractor may be provided via electronic mail to the Contractor's electronic mail address or via certified, registered, or first-class U.S. mail at the option of the IEDC. Notice shall be deemed delivered upon dispatch. Any change in contact information must be provided in writing by the Contractor to the IEDC. Notices, statements, or other communications from the Contractor to the IEDC shall be deemed delivered when received.

18. SUBCONTRACTS, ASSIGNMENT & KEY PERSONS

(A) The Contractor shall not assign or subcontract the whole or any part of this Contract without the prior written consent of the IEDC. The Contractor agrees to bind all subcontractors, successors and assignees to all the terms and conditions of this Contract. The Contractor shall specifically require each subcontractor, if any, who has access to the IEDC's confidential information in the course of performing any services to be bound by the confidentiality provisions in Paragraph 5 of this Contract and, at the IEDC's discretion, to execute a non-disclosure agreement that is satisfactory to the IEDC.

(B) KEY PERSON(S):

(1) This Contract will be performed under the direction of Paul Mitchell (the "Principal"). In the event the Principal is unable or unwilling to continue providing the services under this Contract, the IEDC may suspend or terminate this Contract.

(2) Nothing in this Paragraph shall be construed to prevent the Contractor from using the services of others to perform its duties as defined in Paragraph 1 of this Contract, as well as any services ancillary to those duties, including secretarial, clerical, and common labor duties. The Contractor shall, at all times, remain responsible for the performance of all necessary duties, whether performed by the Principal, employees, subcontractors, or others.

(C) BACKGROUND CHECKS:
The Key Person(s) understand(s) that it may be necessary for the IEDC to conduct an investigation of the Contractor's background, which investigation may be comprehensive. If the IEDC determines it is in the best interest of the IEDC to conduct a background check, the Contractor agrees to, at the IEDC's request,

provide any necessary information and authorization to conduct the applicable background check(s). The Contractor agrees that the IEDC may conduct such checks at any time during the term of the Contract. The Contractor agrees it shall release the IEDC from any liability in connection with conducting the background checks. If the IEDC, in its sole discretion, is dissatisfied with the results of the background check(s), the IEDC may terminate this Contract.

19. INDEMNIFICATION

The Contractor shall indemnify, defend, and hold harmless the IEDC and the State of Indiana and their respective agents, officers, employees and representatives from all claims and suits for 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 Contractor or its subcontractor(s), and from all judgments recovered there from and for expenses in defending any such claims or suits, including court costs, attorneys' fees, and for any other expenses caused by an act or omission of the Contractor and/or subcontractor(s), agents, officers, or employees in connection with performance of this Contract. The IEDC shall not provide such indemnification to Contractor.

20. DEBARMENT AND SUSPENSION

(A) The Contractor certifies, by entering into this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency, branch of government, or by any department, agency, or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management of supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

(B) The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties, or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the IEDC if any subcontractor becomes debarred or suspended, and shall, at the IEDC's request, take all steps required by the IEDC to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

21. ATTORNEYS' FEES & INTEREST

The IEDC will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, attorneys' fees, court costs, or litigation expenses, except as required by Indiana law, in part, Indiana Code ch. 5-17-5, Indiana Code ch. 34-54-8, and Indiana Code ch. 34-13-1. Notwithstanding the provisions contained in Indiana Code ch. 5-17-5, the parties stipulate and agree that any liability resulting from the IEDC's failure to make prompt payment shall be based solely on the amount of funding originating from the State of Indiana and shall not be based on funding from federal or other sources.

22. MISCELLANEOUS

(A) No right conferred on either party under this Contract shall be deemed waived and no breach of this Contract excused, unless such waiver or excuse is in writing and signed by the party claimed to have waived such right. Neither the IEDC's review, approval, or acceptance of, nor payment for the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the IEDC in accordance with applicable law for all damages to the IEDC caused by the Contractor's negligent performance of any of the services furnished under this Contract.

(B) This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all necessary parties.

(C) This Contract may be executed through an original or through a facsimile copy, and in duplicates or through counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same Contract.

(D) Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

(E) Nothing in this Contract shall be construed to confer any rights or remedies on any third party not a signatory to this Contract, including, but not limited to, the employees or sub-contractors of the Contractor.

(F) If the IEDC determines that it would be in the IEDC's best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any non-compete agreements that may be in effect. This release will be at no cost to the IEDC or to the employee.

(G) The IEDC is exempt from state, federal, and local taxes. The IEDC will not be responsible for any taxes levied on the Contractor as a result of this Contract.

23. INSURANCE

The Contractor shall secure and keep in force during the term of this Contract the insurance coverage required by law and as would be reasonable to cover claims of any nature which may arise out of or result from this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the IEDC prior to the commencement of work under this Contract.

24. AUTHORITY TO BIND CONTRACTOR

Notwithstanding anything in the Contract to the contrary, the signatory for the Contractor represents that he/she has been duly authorized to execute contracts on behalf of the Contractor and has obtained all necessary or applicable approvals from the home office of the Contractor to make this Contract fully binding upon the Contractor when his/her signature is affixed and is not subject to home office acceptance hereto when accepted by the IEDC.

25. INFORMATION TECHNOLOGY ACCESSIBILITY STANDARDS

If the Contractor provides any information technology-related products or services to the IEDC, the Contractor shall comply with all Indiana Office of Technology (IOT) standards, policies, and guidelines, which are available online at *http://iot.in.gov/architecture/*. The Contractor specifically agrees that all hardware, software, and services provided to or purchased by the IEDC shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and Indiana Code ch. 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The IEDC may terminate this Contract for default if the Contractor fails to cure a breach of this provision within a reasonable time.

26. DISPUTES

(A) Should any disputes arise with respect to this Contract, the Contractor and the IEDC agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

(B) The Contractor agrees that, the existence of a dispute notwithstanding, it will continue, without delay, to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work or services, without delay, any additional costs incurred by the IEDC or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the IEDC for such costs.

(C) If a party to the Contract is not satisfied with the progress toward resolving a dispute, the party must notify, in writing, the other party of the dissatisfaction. Upon written notice, the parties have ten (10) working days, unless the parties mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved within ten (10) working days, the dissatisfied party will submit the dispute in writing according to the following procedure:

(1) The parties agree to resolve such matters through submission in writing of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail, or otherwise furnish a copy thereof, to the Contractor and the IEDC within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the parties concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten

(10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration or mediation for a determination. If a party is not satisfied with the Commissioner's ultimate decision, the dissatisfied party may submit the dispute to an Indiana court of competent jurisdiction.

(2) The IEDC may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the IEDC to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

27. NON-COLLUSION AND ACCEPTANCE

The undersigned attests, subject to the penalties for perjury, that the undersigned is the properly authorized representative, agent, member, or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent, or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof.

Signatures Appear on the Following Page

In Witness Whereof, Contractor and the Indiana Economic Development Corporation have, through duly authorized representatives, entered into this Contract. The parties, having read and understand the foregoing terms of the Contract, do by their respective signatures dated below hereby agree to the terms thereof.

CENTRAL INDIANA CORPORATE PARTNERSHIP, INC.

David L. Johnson, President

Date: May 15, 2015

INDIANA ECONOMIC DEVELOPMENT CORPORATION

Digitally signed by Victor P. Smith
DN: cn=Victor P. Smith, o=IEDC, ou=Secretary of Commerce, email=vsmith@iedc.in.gov, c=US
Date: 2015.05.18 10:08:25 -04'00'

VICTOR P. SMITH, SECRETARY OF COMMERCE

Date: _____

STATE BUDGET AGENCY

FOR

BRIAN E. BAILEY, DIRECTOR

Date: 5/21/15

EXHIBIT A

I. Scope of Work

A. The Contractor shall provide the following services to support and enhance state and local efforts to attract investment from the Japanese energy industry:

B. Conduct research on the level and type of investments being made in energy equipment and grid modernization in Indiana and across the US and determine how they align with Japanese manufacturers.

C. Hold discussions with Indiana utilities and MISO to discuss their grid modernization plans, determine the timing of their investments, and vendor selection process.

D. Hold discussions with the Indiana Utility Regulatory Commission to determine if and how Buy Indiana requirements could be incorporated into approvals of utility grid modernization plans.

E. Work with IEDC staff to develop marketing materials that target the energy equipment industry.

[redacted]

G. Based on the level of interest received, work with IEDC staff to conduct follow-up meetings and information exchanges.

H. Assist IEDC staff with preparing for and facilitating meetings between Governor Pence and/or other senior state officials with the leadership of Japanese firms who express interest in this investment opportunity.

II. Budget

The budget shall consist of the Contract Amount.

III. Timeline

A. Month 1
   1. Research and Planning
   2. Meeting with Utilities and IURC

B. Month 2
   1. Develop marketing materials
   2. Meet with Japanese firms in Tokyo

C. Month 3
   1. Follow-up and information exchange
   2. Governor's visit to Japan in September 2015

D. Month 4 and subsequent
   1. Follow-up as needed