

PROFESSIONAL SERVICES CONTRACT

This Professional Services Contract ("Contract") is entered into effective upon the execution by the last signatory hereof by and between the INDIANA ECONOMIC DEVELOPMENT CORPORATION ("IEDC") and ELEVATE VENTURES, INC. ("Contractor"). In consideration of the mutual undertakings and covenants set forth herein, the parties agree as follows:

1. DUTIES OF CONTRACTOR

Contractor shall provide the 21st Century Research and Technology Fund ("21Fund") the services set forth at Exhibit A on behalf of the IEDC ("Services").

2. CONSIDERATION

All Services performed by Contractor under this Contract must be authorized by the IEDC. Contractor shall be compensated at the rate of **One Hundred Twenty-five Thousand and 00/100 Dollars (\$125,000.00)** per month in addition to an initial payment of Seventy-Five Thousand and 00/100 (\$75,000.00) due on March 28, 2011 or as soon as reasonably practicable thereafter. Compensation and expenses may be disbursed on a calendar monthly basis. Total remuneration under this Contract shall not exceed Four Million Five Hundred Thousand and 00/100 Dollars (\$4,500,000.00), but Contractor shall be allowed to utilize IEDC office space, to the extent available, without charge through June 30, 2011.

3. EXPENSES

Contractor shall be responsible for any reasonably anticipated expenses related to the Services as set forth on Exhibit A (including travel and other ongoing expenses). If significant expenses become necessary to provide the Services, the parties agree to negotiate the payment of those expenses. IEDC shall remain responsible for and will pay directly any professional services or due diligence costs related to applications, awards or agreements, including but not limited to market analysis, technical reviews, legal fees, accounting or audit fees, or other expenses specifically allocable to awards. The IEDC will select providers acceptable to the Contractor for the performance of such services or due diligence if related to the Services being provided by the Contractor under this Contract.

4. TERM

This Contract shall commence on March 28, 2011 ("Commencement Date") and shall remain in effect through December 31, 2013, unless renewed or extended by a mutual written agreement of the parties in accordance with Paragraph 34 or unless earlier terminated in accordance with the provisions of this Contract ("Expiration Date"). In no event shall payments be made for work done or Services performed after the Expiration Date.

5. ACCESS TO RECORDS

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. 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 in electronic and/or hard copy format at no cost to the IEDC if requested.

6. ASSIGNMENT

The Contractor binds its successors and assignees to all the terms and conditions of this Contract. Contractor shall not assign or subcontract the whole or any part of this Contract without the IEDC's prior written consent. Contractor may assign its right to receive payments to such third parties as Contractor may desire without the prior written consent of the IEDC, provided that Contractor gives written notice (including evidence of such assignment) to the IEDC forty-five (45) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

7. **AUDITS**

Contractor shall engage an independent audit firm to prepare audited financial statements each year according to generally accepted accounting principles. Contractor shall deliver a copy of its audit each year to IEDC. In addition, IEDC shall have the right to inspect or audit Contractor's use of funds pursuant to the Contract or hire an outside third party to conduct such inspection or audit on its behalf.

8. **AUTHORITY TO BIND CONTRACTOR**

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

9. **CHANGES IN WORK**

The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the IEDC. No claim for additional compensation shall be made in the absence of a prior written approval executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

10. **COMPLIANCE WITH LAWS**

- A. 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 of any state or federal statute or the promulgation of regulations thereunder after execution of this Contract shall be reviewed by the IEDC and Contractor to determine whether the provisions of the Contract require formal modification.
- B. 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 § 4-2-6 *et seq.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If Contractor is not familiar with these ethical requirements, Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <http://www.in.gov/ethics/>. If Contractor or its agent violates any applicable ethical standards, the IEDC may, in its sole discretion, terminate this Contract immediately upon notice to Contractor. In addition, Contractor may be subject to penalties under Indiana Code § 4-2-6, Indiana Code § 4-2-7, Indiana Code § 35-44-1-3 and other applicable law.
- C. 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, Contractor agrees that any payments in arrears and currently due to the State of Indiana may be withheld from payments due to Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until Contractor is current in its payments and has submitted proof of such payment to the IEDC.
- D. Contractor warrants that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the IEDC of any such actions. During the term of such actions, Contractor agrees that the IEDC may delay, withhold, or deny work under any supplement or 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 the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. Contractor must submit, in writing, a request for review to the

Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties.

- F. Any payments that the IEDC may delay, withhold, deny, or apply under this paragraph shall not be subject to penalty or interest under Indiana Code § 5-17-5.
- G. Contractor warrants that 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 and the IEDC shall not be required to reimburse Contractor for any Services performed when Contractor or its employees or subcontractors are not in compliance with such applicable standards, laws, rules or regulations. If licensure, certification or accreditation expires or is revoked, Contractor shall notify 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.

11. 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 § 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 three hundred sixty-five (365) days, even if Indiana Code § 24-4.7 is preempted by federal law; and
 - (2.) the Contractor will not violate the terms of Indiana Code § 24-4.7 for the duration of the Contract, even if Indiana Code § 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 § 24-4.7 in the previous three hundred sixty-five (365) days, even if Indiana Code § 24-4.7 is preempted by federal law; and
 - (2.) will not violate the terms of Indiana Code § 24-4.7 for the duration of the Contract, even if Indiana Code § 24-4.7 is preempted by federal law.

12. CONTINUITY OF SERVICES

Contractor recognizes that the Services under this Contract are vital to the IEDC and must be continued without interruption and that, upon Contract expiration, a successor, either the IEDC or another Contractor, may continue them. Contractor agrees to use its best efforts and cooperation to effect an orderly and efficient transition to a successor to provide the Services contemplated hereby.

13. CONFIDENTIALITY OF INFORMATION

Contractor understands and agrees that data, materials, and information disclosed to Contractor may contain confidential and protected data. Therefore, Contractor promises and assures that data, material, and information disclosed to Contractor by the IEDC for the purpose of this Contract, and specifically identified as confidential information or deemed confidential by IEDC's 21Fund Confidentiality Policy (which will be provided to Contractor) will not be disclosed to others or discussed with other parties unless in accordance with IEDC policy without the prior written consent of the IEDC. IEDC shall review and approve the operational procedures adopted by Contractor to ensure they provide reasonable measures to avoid the disclosure of confidential information. Further, Contractor agrees that regular communications with the IEDC are necessary to insure the highest quality of decision-making and to encourage a frank discussion of legal and policy matters

with the 21Fund, its existing or potential applicants, the IEDC, and the parties' collective mission to diversify Indiana's economy and maximize the state's economic development efforts. Accordingly, Contractor and IEDC agree that communications between the entities shall be considered confidential and shall be exempt from public disclosure to the extent permitted by the Indiana Access to Public Records Act, as determined by the IEDC.

14. CONFLICT OF INTEREST

A. As used in this paragraph:

- (1.) "Immediate family" means the spouse and the unemancipated children of an individual.
- (2.) "Interested party" means:
 - (a.) The individual executing this Contract;
 - (b.) An individual who combined with his immediate family has an equity interest of one percent (1%) or more of the Contractor, if the Contractor is not an individual; or
 - (c.) Any member of the immediate family of an individual specified under subdivision (a.) or (b.).
- (3.) "Commission" means the State Ethics Commission.
- (4.) "Department" means the Indiana Department of Administration.

B. The Department may cancel this Contract without recourse by the Contractor if any interested party (i) is an employee of the State of Indiana or IEDC, (ii) is a state officer or special state appointee of the IEDC under Indiana Code § 4-2-6, or (iii) a public servant of the IEDC under Indiana Code § 35-44-1.

C. The Department will not exercise its right of cancellation under subparagraph (B.) above if the Contractor gives the Department an opinion by the Commission indicating that the existence of this Contract and the employment, election or appointment by the State of Indiana of the interested party does not violate any statute or code relating to ethical conduct of state employees, officers and special state appointees of the IEDC. The Department may take action, including cancellation of this Contract consistent with an opinion of the Commission obtained under this paragraph.

D. Contractor has an affirmative obligation under this Contract to disclose to the Department when an interested party is or becomes an employee, officer or special state appointee of the State of Indiana. The obligation under this paragraph extends only to those facts that the Contractor knows or reasonably could know.

E. IEDC shall review and approve the conflict of interest policy adopted by Contractor to ensure they reflect reasonable compliance with these requirements, as well as standard fiduciary requirements and practices related to the Services and the requirements imposed by other possible governmental and philanthropic funders of the Services on behalf of or in conjunction with the 21Fund.

15. DEBARMENT AND SUSPENSION

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 Contractor.

The Contractor certifies that it has verified or will verify the state and federal suspension and debarment status for all subcontractors receiving funds for the performance of the Services 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 State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

16. DISPUTES

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

17. 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. 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 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 Paragraph 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 Contractor 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), 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.

- (4.) Notifying in writing the Contractor 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.

18. EMPLOYEE OPTION

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 that would prevent such hiring upon thirty (30) days written notice. This release will be at no cost to the IEDC or the employee. If Contractor determines that it would be in the Contractor's best interest to hire an employee of the IEDC, IEDC will release the selected employee from any agreements that may be in effect that would prevent such hiring. This release will be at no cost to the Contractor or the employee. In the event Contractor hires employees who were employed by the IEDC immediately preceding the Commencement Date, Contractor shall not compensate such employees during the first year of this Contract at a level in excess of the employee's scheduled compensation as an IEDC employee with funds provided pursuant to this Contract. This provision is not intended to unduly restrict Contractor's ability to recruit or retain employees, to apply expense reimbursement guidelines or to suggest that pay scales should change after the initial year. Contractor shall not provide any employee excessive compensation in violation of the provisions applicable to organizations exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended ("Code").

19. FUNDING CANCELLATION

The sole source of funding for this Contract shall be the funds available to the IEDC from the 21Fund. Should the Director of the State Budget Agency make a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, the Contract shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive. Funds shall be deemed to be unavailable to the extent that the Services provided under this Contract are not authorized by law.

20. GOVERNING LAWS

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, and the Contractor hereby consents to the personal jurisdiction of the Indiana state and federal courts.

21. INDEMNIFICATION

Contractor agrees to indemnify, defend, and hold harmless the IEDC and its agents, officials, and employees from all loss or damages, incurred by the IEDC as a result of a breach of any duty owed by Contractor to the IEDC as a client or as a result of a breach of this Contract. The IEDC shall not provide such indemnification to Contractor.

22. INDEPENDENT CONTRACTOR

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. Contractor shall operate independently of IEDC authority, subject only to the general obligations contained in this Contract regarding satisfactory performance.

23. INTENTIONALLY OMITTED

24. INSURANCE

Contractor shall secure and keep in force during the term of this Contract the insurance coverages requested by the IEDC to cover claims of any nature which may arise out of or result from this Contract and shall furnish a certificate of insurance and all endorsements to the undersigned IEDC representative prior to the commencement of this Contract. Contractor shall be responsible for providing all necessary unemployment and workers' compensation insurance for Contractor's employees. Contractor shall also carry sufficient General Liability Insurance.

25. KEY PERSON(S)

This Contract will be performed under the direction of the President & CEO of the Contractor (or the equivalent operational executive) ("Key Person"). For a period of one year, beginning with the Commencement Date of this Contract, the IEDC shall have the right to approve the Key Person selected by the Contractor. In the event the Contractor is unable or unwilling to secure the services of a Key Person acceptable to the IEDC by the Commencement Date or retain a Key Person acceptable to the IEDC during the one year period commencing on the Commencement Date, the IEDC may suspend or terminate this Contract. Nothing in this paragraph shall be construed to prevent the Contractor from using the services of others to perform ancillary tasks, including but not limited to secretarial, clerical, and common labor duties, or to prevent the Contractor from hiring individuals to perform the Services under the direction of the Key Person. The Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by the Key Person or others.

26. MERGER & MODIFICATION

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.

27. NONDISCRIMINATION

Pursuant to Indiana Code § 22-9-1-10, the Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, Contractor and its sub-contractors shall not discriminate against any employee or applicant for employment related 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 race, color, religion, sex, age disability, national origin or ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this Contract by the Contractor also signifies compliance with applicable federal and state laws and regulations prohibiting the aforementioned discrimination in the provision of Services.

28. 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: Executive Vice President
One North Capitol Avenue, Suite 700
Indianapolis, IN 46204-2288

- B. Notices to the Contractor shall be sent to:
ELEVATE VENTURES, INC.
Attn: President & CEO
One American Square
Suite 3100
Indianapolis, IN 46282-0200

Notices, statements or other communications shall be deemed delivered when received. As required by Indiana Code § 4-13-2-14.8, payments to Contractor shall be made via electronic funds transfer in accordance with the instructions filed by the Contractor with the Indiana State Auditor's Office, unless an exception to such requirement is approved by the Contractor and the State of Indiana. Payment shall be deemed delivered upon being transmitted pursuant to the written instructions of the Contractor.

29. ORDER OF PRECEDENCE

Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Contract (including its exhibits), (2) IEDC guidelines, (3) all requests for proposal requirements and guidelines, and (4) the proposal submitted by the Contractor. All of the foregoing documents and attachments are incorporated herein fully by reference.

30. OWNERSHIP OF DOCUMENTS AND MATERIALS

Upon the expiration or termination of this Contract, Contractor shall organize any IEDC investment files and return those files to the IEDC, subject to the IEDC's obligation to maintain the confidentiality of such files and documentation. Any documentation or data not specifically utilized in the investment files shall remain the ownership of the Contractor and shall not be considered "work for hire." Use of materials provided by the IEDC to the Contractor other than related to contract performance by the Contractor, without the prior written consent of the IEDC, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to IEDC investment files developed for or supplied by the IEDC but within the custody of Contractor and any loss or damage thereto shall be restored at the Contractor's expense.

31. PAYMENTS

As consideration for the responsibilities and obligations set forth in this Contract, Contractor shall be paid \$75,000 on the Commencement Date or as soon as reasonably practicable thereafter, and shall be paid monthly on the 15th of each month. Accordingly, payment 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 IEDC for payment shall authorize in writing the direct deposit by electronic funds transfer of all payments by the IEDC 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. For forms and additional information see the Auditor of State's website at www.in.gov/auditor/forms.

32. PENALTIES/INTEREST/ATTORNEY'S FEES

The IEDC will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, Indiana Code § 5-17-5, Indiana Code § 34-54-8, and Indiana Code § 34-13-1. Notwithstanding the provisions contained in Indiana Code § 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.

33. PROGRESS REPORTS

Contractor staff shall brief the Entrepreneurship Committee of the IEDC's Board of Directors at regularly scheduled meetings. An annual report shall be presented to the entire Contractor's Board of Directors at the end of the fiscal year with additional copies made available to IEDC. Further, from time to time, at the request of IEDC, and not less often than annually, Contractor shall appear before IEDC leadership to report on the activities of and support provided by Contractor.

34. RENEWAL OPTION

The IEDC may renew or extend this Contract for successive terms under the same terms and conditions subject to the consent of the Contractor and the approval of the State Budget Director in compliance with Indiana Code § 5-22-17-4. All renewals must be in writing and be signed by both the IEDC and Contractor. The term for each successive renewal will be two (2) years.

35. SEVERABILITY

The invalidity of any paragraph, section, subsection, clause or provision of the Contract shall not affect the validity of the remaining paragraphs, sections, subsections, clauses or provisions of the Contract.

36. SUBSTANTIAL PERFORMANCE

This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written modification thereof.

37. TAXES

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

38. NON-PROFIT CERTIFICATION

Contractor certifies that it is an Indiana non-profit corporation and will seek tax exempt status under Code Section 501(c)(3).

39. TERMINATION

This Contract may be terminated with or without cause at any time prior to the Commencement Date of this Contract as follows:

- A. **Termination for Cause By IEDC.** This Contract may be terminated, in whole or in part, by the IEDC for Cause, as defined below, after the IEDC has provided the Contractor thirty (30) days notice of such failure and Contractor does not remedy such failure within those thirty (30) days. After that cure period, if Contractor does not remedy the failure, IEDC may issue a Termination Notice specifying the termination date, which shall be at least thirty (30) days from the date of service of the Termination Notice. For purposes of this Paragraph 39a, "Cause" shall be defined as:
- (1.) Contractor's failure to perform the Services to the IEDC's reasonable satisfaction, as determined at the discretion of the IEDC;
 - (2.) Contractor's failure to perform the Services in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations;
 - (3.) Contractor's failure to comply with professional, technical, and ethical standards and guidelines;
 - (4.) Contractor's intentional or grossly negligent acts or omissions resulting in a violation of the confidentiality provisions contained in this Contract;
 - (5.) During the first year of this Contract, Contractor's failure to secure the services of a Key Person acceptable to the IEDC; or
 - (6.) Contractor's failure to replace any individual assigned to this Contract upon written request and notice by IEDC to Contractor that the IEDC has become dissatisfied with the work product of or the working relationship with such individual. Notwithstanding the foregoing, because Contractor shall have a fiduciary obligation to perform its management functions consistent with the highest professional standards, IEDC may not terminate for Cause for quality work performed or recommendations provided consistent with those fiduciary obligations.
- B. **Termination for Cause By Contractor.** Contractor may cease providing services or terminate this Contract, for Cause, with twenty (20) days notice if the IEDC fails to make its monthly payments within ten business (10) days after such payment was due and fails to remedy such failure within the notice period. In addition, Contractor may terminate this

Contract if the IEDC fails to correct or cure any other material breach of this Contract sixty (60) days after receipt of written notice by Contractor.

C. **Termination without Cause By IEDC or Contractor.** Either party may terminate this Contract without Cause by providing ninety (90) days written notice.

D. **Effect of Termination.** Upon termination of this Contract, either with or without cause, the Contractor shall be compensated for Services rendered or expenses agreed upon and incurred prior to the effective date of termination. The IEDC will not be liable for Services performed after the effective date of termination. While Contractor may be compensated for Services herein, in no case shall total payment made to the Contractor for the Services exceed the contract price.

40. TRAVEL & OTHER EXPENSES

No travel and other ordinary expenditures made by Contractor will be reimbursed by the IEDC, except as negotiated pursuant to Paragraph 3 above.

41. WAIVER OF RIGHTS

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 shall be 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 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.

42. NON-COLLUSION AND ACCEPTANCE

The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the Contract.

[SIGNATURES APPEAR ON 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 understood the foregoing terms of the contract do by their respective signatures dated below hereby agree to the terms thereof.

**INDIANA ECONOMIC
DEVELOPMENT CORPORATION**

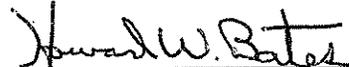
By: 
E. MITCHELL ROOB, JR.,
SECRETARY OF COMMERCE

Date: 3/4/2011

By: 
ADAM HORST, DIRECTOR
STATE BUDGET AGENCY

Date: 3/8/2011

ELEVATE VENTURES, INC.


HOWARD W. BATES, CHAIRPERSON

Date: 3/23/2011

EXHIBIT A

DESCRIPTION OF SERVICES

Contractor will provide IEDC and its Board of Directors (the "Board") services related to the 21st Century Research and Technology Fund ("21Fund") including but not limited to managing the 21Fund's SBIR/STTR program, soliciting, filtering, and reviewing 21Fund applications, conducting financial and technical due diligence on meritorious applications, recommending qualifying awards to IEDC management for consideration, and presenting recommendations approved by IEDC management to the IEDC Board for consideration. If investments are approved by the IEDC Board, Contractor shall negotiate final investment terms with awardees, work with the IEDC to close transactions, provide ongoing entrepreneurial assistance to awardees in accordance with the Board's policies, and oversee the Fund's compliance activities and refer, when appropriate, legal matters to the IEDC for prosecution or enforcement.

As a part of Contractor's efforts, Contractor will work with the IEDC to develop a technology framework for the State of Indiana, including technology systems and infrastructure that enables Contractor to more effectively serve the entire State and encourage the development of regional, entrepreneurial activities. Contractor will work with IEDC and its agents to develop metrics for performance of the 21Fund.

Contractor will further pursue, in conjunction with IEDC, new funding opportunities designed to augment the entrepreneurial services and risk-capital available to Indiana entrepreneurs and to encourage follow-on funding for 21Fund investments. Contractor shall also implement initiatives to encourage a state-wide angel investor network. Contractor shall further seek to implement the IEDC's entrepreneurship and innovation strategies, shall be responsible for developing firm reporting, investment and operating guidelines and requirements for the 21Fund and shall provide other support services as required from time to time by the IEDC.

Contractor shall also work with State, academic institutions, foundations, pension funds, financial institutions and corporations with significant Indiana R&D presence to further the attraction of federal and institutional research funding in the State.

It is the intent of the IEDC that Contractor will create organizational capacity through the growth of its staff to support the expansion of the 21Fund's efforts to create a robust entrepreneurial ecosystem. As the Contractor's staff grows, the services set forth in this Exhibit may likely change and evolve as necessary to best meet the needs of the entrepreneurial community. Accordingly, the IEDC, through an authorized representative, and Contractor may alter this Exhibit A through a revised, written statement of work, which statement of work shall be considered an addendum to this Contract.

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES CONTRACT**

This First Amendment to Professional Services Contract (the "First Amendment") is made and entered into by and between the Indiana Economic Development Corporation (the "IEDC") and Elevate Ventures, Inc. ("Contractor"), effective as of October 1, 2012 (the "Effective Date").

RECITALS

WHEREAS, the IEDC and Contractor previously entered into that certain Professional Services Contract, with a Commencement Date of March 28, 2011 and an Expiration Date of December 31, 2013 (the "Agreement");

WHEREAS, as of the Effective Date and simultaneously with the execution hereof, the IEDC and Contractor are entering into that certain Professional Services Contract in connection with Contractor's execution of the Regional Entrepreneurship Action Plan (the "REAP") for the benefit of the IEDC (the "REAP Contract"); and

WHEREAS, for the benefit of Contractor in connection with its execution of the REAP, all parties desire to (1) extend the term of the Agreement to provide for coterminous dates of expiration in each of the Agreement and the REAP Contract and (2) make certain other amendments to the Agreement as provided herein;

NOW, THEREFORE, in consideration of the above recitals and the mutual promises, obligations and stipulations contained in this First Amendment and the Agreement, the parties hereby agree as follows:

AMENDMENT

1. Paragraph 2 of the Agreement is hereby amended by replacing "\$4,500,000.00" with "\$7,125,000".

2. Paragraph 4 of the Agreement is hereby amended by replacing "December 31, 2013" with "September 30, 2015".

3. Paragraph 7 of the Agreement is hereby amended and restated in its entirety as follows:

"Contractor shall engage an independent audit firm to prepare audited financial statements each year according to generally accepted accounting principles ("GAAP"). For purposes of clarity, however, the parties agree that the requirement contained in this Paragraph 7 relates only to the financial statements for Contractor, alone, being audited and not on a consolidated basis with any other entity, including without limitation any investment partnership, limited

liability company or corporation, even if deemed to be in accordance with GAAP. Contractor shall deliver a copy of its audit each year to IEDC. In addition, the IEDC shall have the right to inspect or audit Contractor's use of funds pursuant to the Contract or hire an outside third party to conduct such inspection or audit on its behalf.”

4. Paragraph 24 of the Agreement is hereby amended by adding the following language to the end thereof:

“Notwithstanding anything to the contrary contained herein, the parties agree that, effective as of January 1, 2012, the cost of any incremental insurance put in place by Contractor in order to meet the requirements contained in this Paragraph 24, including the Venture Capital Asset Protection Policy (or any similar type of policy) and any additional insurance deemed to be reasonably sufficient by Contractor for its purposes, shall be one of the expenses subject to reimbursement under this Contract. For purposes of clarity, the parties agree and acknowledge that such expense is not included in the amounts referenced in Paragraph 2 hereof and that such expense is projected to be an incremental annual expense to such amounts (approximating \$85,000 in 2012) for reimbursement to the Contractor upon its submission of appropriate billing support for the cost of such annual premiums.”

5. The notice address to be used for Contractor as provided in Paragraph 28 of the Agreement is hereby amended as follows:

ELEVATE VENTURES, INC.
Attn: CEO
One North Capitol, Suite 900
Indianapolis, IN 46204-2288

6. Paragraph 34 of the Agreement is hereby amended and restated in its entirety as follows:

The IEDC may renew or extend this Contract for successive terms under the same terms and conditions subject to the consent of Contractor and, except as otherwise provided herein, the approval of the State Budget Director in compliance with Indiana Code § 5-22-17-4. All renewals and extensions must be in writing and be signed by both the IEDC and Contractor. Notwithstanding anything to the contrary contained herein, if only an extension of time is needed without any obligation of the IEDC to provide additional funding to Contractor, then such extension shall not require the approval of the State Budget Director; provided, however, that any such extension shall be only be permitted through September 30, 2016.

7. Paragraph 39(C) of the Agreement is hereby deleted in its entirety.

8. Paragraph 39(D) of the Agreement is hereby amended by deleting the following clause in the first sentence thereof: "either with or without cause".

9. The parties hereby agree that all other terms and conditions set forth in the Agreement shall remain the same and shall remain in full force and effect following the Effective Date. All benefits, rights, obligations and responsibilities of the parties under the Agreement shall transfer and operate under this First Amendment, and shall be construed and shall function as if the Agreement had remained in effect continuously but with the amendment of the terms contained in this First Amendment.

10. Contractor hereby certifies that: (i) all representations and warranties set forth in the Agreement were true and correct as of the date of the Agreement and remain true and correct in all material respects as of the date of execution of this First Amendment; (ii) it has fully complied with the terms and covenants set forth in the Agreement from the date of the Agreement until the date of execution of this First Amendment and will continue to do so following the Effective Date hereof; (iii) it covenants that it will abide by all of the terms and conditions of the Agreement as amended by this First Amendment; and (iv) it is not forbidden by law, corporate action or the terms of another agreement or contract to enter into this First Amendment.

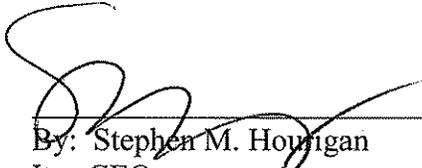
11. The undersigned representative of Contractor to this First Amendment represents that he has been duly authorized by resolution or the governing documents of Contractor to execute contracts, such as this one, on behalf of Contractor and has obtained all necessary corporate approvals to make this First Amendment fully binding upon Contractor (without qualification or acceptance by Contractor) when his signature is affixed hereto.

12. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to them in the Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Contractor and the Indiana Economic Development Corporation have, through duly authorized representatives, entered into this First Amendment. The parties, having read and understood the foregoing terms of this First Amendment, do by their respective signatures dated below hereby agree to the terms thereof.

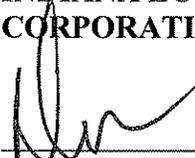
ELEVATE VENTURES, INC.



By: Stephen M. Hourigan
Its: CEO

Date: _____

INDIANA ECONOMIC DEVELOPMENT CORPORATION



Daniel J. Hasler
Secretary of Commerce & CEO

SA

Date: 9-25-12

**STATE BUDGET AGENCY
CERTIFICATION PURSUANT TO
IC § 6-3.1-13-15**



Adam M. Horst
Director

Date: 10/1/12

**SECOND AMENDMENT
TO
PROFESSIONAL SERVICES CONTRACT**

This Second Amendment to Professional Services Contract (the "Second Amendment") is made and entered into by and between the Indiana Economic Development Corporation (the "IEDC") and Elevate Ventures, Inc. ("Contractor"), as of December 31, 2012 (the "Effective Date").

RECITALS

WHEREAS, the IEDC and Contractor previously entered into that certain Professional Services Contract, with a Commencement Date of March 28, 2011 and an Expiration Date of December 31, 2013 (the "Original Agreement");

WHEREAS, the Original Agreement was amended by that certain First Amendment to Professional Services Contract, with an effective date of October 1, 2012 (the "First Amendment"), pursuant to which the IEDC and Contractor agreed, for the mutual benefit of the parties, to (1) extend the term of the Original Agreement through September 30, 2015 to provide for coterminous dates of expiration in each of the Original Agreement and the REAP Contract (as defined in the First Amendment) and (2) make certain other amendments to the Original Agreement as more particularly described in the First Amendment;

WHEREAS, the Original Agreement and the First Amendment shall hereinafter be referred to collectively as the "Agreement"; and

WHEREAS, the IEDC and Contractor desire to further amend the Agreement as provided herein;

NOW, THEREFORE, in consideration of the above recitals and the mutual promises, obligations and stipulations contained in this Second Amendment and the Agreement, the parties hereby agree as follows:

AMENDMENT

1. Effective as of the Commencement Date as set forth in the Original Agreement, Paragraph 7 of the Agreement is hereby amended and restated in its entirety as follows:

"Contractor shall engage an independent audit firm to prepare audited financial statements each year according to the income tax basis of accounting. Contractor shall deliver a copy of its audit each year to IEDC. In addition, the IEDC shall have the right to inspect or audit Contractor's use of funds pursuant to the Contract or hire an outside third party to conduct such inspection or audit on its behalf."

2. The parties hereby agree that all other terms and conditions set forth in the Agreement shall remain the same and shall remain in full force and effect following the Effective Date. All benefits, rights, obligations and responsibilities of the parties under the Agreement shall transfer and operate under this Second Amendment, and shall be construed and shall function as if the Agreement had remained in effect continuously but with the amendment of the terms contained in this Second Amendment.

3. Contractor hereby certifies that: (i) all representations and warranties set forth in the Agreement were true and correct as of the date of the Agreement and remain true and correct in all material respects as of the date of execution of this Second Amendment; (ii) it has fully complied with the terms and covenants set forth in the Agreement from the date of the Agreement until the date of execution of this Second Amendment and will continue to do so following the Effective Date hereof; (iii) it covenants that it will abide by all of the terms and conditions of the Agreement as amended by this Second Amendment; and (iv) it is not forbidden by law, corporate action or the terms of another agreement or contract to enter into this Second Amendment.

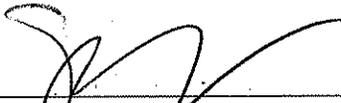
4. The undersigned representative of Contractor to this Second Amendment represents that he has been duly authorized by resolution or the governing documents of Contractor to execute contracts, such as this one, on behalf of Contractor and has obtained all necessary corporate approvals to make this Second Amendment fully binding upon Contractor (without qualification or acceptance by Contractor) when his signature is affixed hereto.

5. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to them in the Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Contractor and the Indiana Economic Development Corporation have, through duly authorized representatives, entered into this Second Amendment. The parties, having read and understood the foregoing terms of this Second Amendment, do by their respective signatures dated below hereby agree to the terms thereof.

ELEVATE VENTURES, INC.



By: Stephen M. Hourigan
Its: CEO

Date: 1-10-2013

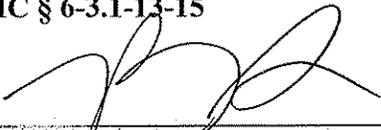
INDIANA ECONOMIC DEVELOPMENT CORPORATION



Daniel J. Hasler
Secretary of Commerce & CEO

Date: 1-11-13

**STATE BUDGET AGENCY
CERTIFICATION PURSUANT TO
IC § 6-3.1-13-15**



Christopher D. Adkins
Director

Date: 1/15/13

**THIRD AMENDMENT
TO
PROFESSIONAL SERVICES CONTRACT**

This Third Amendment to Professional Services Contract (the "Third Amendment") is made and entered into by and between the Indiana Economic Development Corporation (the "IEDC") and Elevate Ventures, Inc. ("Contractor"), effective as of September 8, 2015 (the "Effective Date").

RECITALS

WHEREAS, the IEDC and Contractor previously entered into that certain Professional Services Contract, with a Commencement Date of March 28, 2011 and an Expiration Date of December 31, 2013 (the "Original Agreement");

WHEREAS, the Original Agreement was amended by (A) that certain First Amendment to Professional Services Contract, with an effective date of October 1, 2012 (the "First Amendment"), and (B) that certain Second Amendment to Professional Services Contract, dated as of December 31, 2012 (the "Second Amendment"), pursuant to which the IEDC and Contractor agreed, for the mutual benefit of the parties, to (1) extend the term of the Original Agreement through September 30, 2015 to provide for coterminous dates of expiration in each of the Original Agreement and the REAP Contract (as defined in the First Amendment) and (2) make certain other amendments to the Original Agreement as more particularly described in the First Amendment and the Second Amendment, respectively;

WHEREAS, the Original Agreement, the First Amendment and the Second Amendment shall hereinafter be referred to collectively as the "Agreement"; and

WHEREAS, the IEDC and Contractor desire to further amend the Agreement as provided herein;

NOW, THEREFORE, in consideration of the above recitals and the mutual promises, obligations and stipulations contained in this Third Amendment and the Agreement, the parties hereby agree as follows:

AMENDMENT

1. Paragraph 2 of the Agreement is hereby amended by replacing "\$7,125,000" with "\$7,500,000".
2. Paragraph 4 of the Agreement is hereby amended by replacing "September 30, 2015" with "December 31, 2015".
3. The notice address to be used for Contractor as provided in Paragraph 28 of the Agreement is hereby amended as follows:

ELEVATE VENTURES, INC.
Attn: CEO
50 East 91st Street, Suite 213
Indianapolis, IN 46240

4. The parties hereby agree that all other terms and conditions set forth in the Agreement shall remain the same and shall remain in full force and effect following the Effective Date. All benefits, rights, obligations and responsibilities of the parties under the Agreement shall transfer and operate under this Third Amendment, and shall be construed and shall function as if the Agreement had remained in effect continuously but with the amendment of the terms contained in this Third Amendment.

5. Contractor hereby certifies that: (i) all representations and warranties set forth in the Agreement were true and correct as of the date of the Agreement and remain true and correct in all material respects as of the date of execution of this Third Amendment; (ii) it has fully complied in all material respects with the terms and covenants set forth in the Agreement from the date of the Agreement until the date of execution of this Third Amendment and will continue to do so following the Effective Date hereof; (iii) it covenants that it will abide by all of the terms and conditions of the Agreement as amended by this Third Amendment; and (iv) it is not forbidden by law, corporate action or the terms of another agreement or contract to enter into this Third Amendment.

6. The undersigned representative of Contractor to this Third Amendment represents that he has been duly authorized by resolution or the governing documents of Contractor to execute contracts, such as this one, on behalf of Contractor and has obtained all necessary corporate approvals to make this Third Amendment fully binding upon Contractor (without qualification or acceptance by Contractor) when his signature is affixed hereto.

7. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to them in the Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Contractor and the IEDC have, through their respective duly authorized representatives, entered into this Third Amendment as of the Effective Date. The parties, having read and understood the foregoing terms of this Third Amendment, do by their respective signatures dated below hereby agree to the terms hereof.

ELEVATE VENTURES, INC.



Christopher P. LaMothe
CEO

Date: 9/10/15

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: 2015.09.15 15:39:21 -0400

Victor Smith
Secretary of Commerce & CEO

Date: _____

STATE BUDGET AGENCY



Brian E. Bailey
Director

Date: 10/13/15



EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-06)

Instructions for completing the EDS and the Contract process.

- 1. Please read the guidelines on the back of this form.
- 2. Please type all information.
- 3. Check all boxes that apply.
- 4. For amendments / renewals, attach original contract.
- 5. Attach additional pages if necessary.

1. EDS Number: A293-1-21FUND-10-112		2. Date prepared: 12/28/2015	
3. CONTRACTS & LEASES			
<input checked="" type="checkbox"/> Professional/Personal Services		<input type="checkbox"/> Contract for procured Services	
<input type="checkbox"/> Grant		<input type="checkbox"/> Maintenance	
<input type="checkbox"/> Lease		<input type="checkbox"/> License Agreement	
<input type="checkbox"/> Attorney		<input checked="" type="checkbox"/> Amendment# <u>4</u>	
<input type="checkbox"/> MOU		<input type="checkbox"/> Renewal # _____	
<input type="checkbox"/> QPA _____		<input type="checkbox"/> Other _____	
FISCAL INFORMATION			
4. Account Number: 43010-52900.531010		5. Account Name: IN 21ST CENTURY RESEARC	
6. Total amount this action: \$11,400,000.00		7. New contract total: 18,900,000.00	
8. Revenue generated this action: \$0.00		9. Revenue generated total contract: \$0.00	
10. New total amount for each fiscal year :			
Year <u>2011</u>	<u>\$750,000.00</u>	Year <u>2017</u>	<u>\$2,850,000.00</u>
Year <u>2012</u>	<u>\$1,500,000.00</u>	Year <u>2018</u>	<u>\$2,850,000.00</u>
Year <u>2013</u>	<u>\$2,812,500.00</u>	Year <u>2019</u>	<u>\$2,850,000.00</u>
Year <u>2014</u>	<u>\$2,062,500.00</u>	Year <u>2020</u>	<u>\$1,425,000.00</u>
Year <u>2016</u>	<u>\$1,800,000.00</u>		
TIME PERIOD COVERED IN THIS EDS			
11. From (month, day, year): 3/28/2011		12. To (month, day, year): 12/31/2019	
13. Method of source selection: <input checked="" type="checkbox"/> Negotiated			
<input type="checkbox"/> Bid/Quotation <input type="checkbox"/> Emergency <input type="checkbox"/> Special Procurement			
<input type="checkbox"/> RFP# _____ <input type="checkbox"/> Other (specify) _____			
35. Will the attached document involve data processing or telecommunications system <input type="checkbox"/> Yes: IOT or Delegate has signed off on contract			
36. Statutory Authority (Cite applicable Indiana or Federal Codes): IC 5-28-16			
37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.) This 4th Amendment is to renew the term of the original Agreement for another 4 years, to Dec. 31, 2019. The monthly remuneration shall be at a rate of \$237,500.00. The Amendment also re-defines the services Contractor shall provide to IEDC, and lists out a schedule of deliverables and program outcomes. The schedule includes SBIR/STTR program solicitation and documentation, timeline for investments management, goals by 2020 for catalyzing outside capital through Elevate Investor Network, building capacity through Elevate Partner Network and fostering culture through a statewide educational and marketing platform.			
38. Justification of vendor selection and determination of price reasonableness: It is the intent of the IEDC that Contractor will create organizational capacity through the growth of its staff to support the expansion of the 21 Fund's efforts to create a robust entrepreneurial ecosystem.			
39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)			
40. Agency fiscal officer or representative approval 		41. Date Approved 12/30/15	
44. Attorney General's Office approval 		45. Date Approved	
42. Budget agency approval 		46. Agency representative receiving from AG	
43. Date Approved 1/5/2016		47. Date Approved	



**FIRST RENEWAL AND FOURTH AMENDMENT
TO
PROFESSIONAL SERVICES CONTRACT**

This First Renewal and Fourth Amendment to Professional Services Contract (the "**First Renewal and Fourth Amendment**") is made and entered into by and between the Indiana Economic Development Corporation (the "**IEDC**") and Elevate Ventures, Inc. (the "**Contractor**"), effective as of December 30, 2015 (the "**Effective Date**").

RECITALS

WHEREAS, the IEDC and the Contractor previously entered into that certain Professional Services Contract, with a Commencement Date of March 28, 2011 and an Expiration Date of December 31, 2013 (the "**Original Agreement**");

WHEREAS, the Original Agreement was amended by (A) that certain First Amendment to Professional Services Contract, with an effective date of October 1, 2012 (the "**First Amendment**"), (B) that certain Second Amendment to Professional Services Contract, dated as of December 31, 2012 (the "**Second Amendment**"), and (C) that certain Third Amendment to Professional Services Contract, with an effective date of September 8, 2015 (the "**Third Amendment**"), pursuant to which the IEDC and the Contractor agreed, for the mutual benefit of the parties, to (1) extend the term of the Original Agreement through December 31, 2015 to provide for coterminous dates of expiration in each of the Original Agreement and the REAP Contract (as defined in the First Amendment) and (2) make certain other amendments to the Original Agreement as more particularly described in the First Amendment, the Second Amendment, and the Third Amendment respectively;

WHEREAS, the Original Agreement, the First Amendment, the Second Amendment, and the Third Amendment shall hereinafter be referred to collectively as the "**Agreement**";

WHEREAS, the IEDC and the Contractor desire to renew the Agreement to provide for coterminous dates of expiration of the Agreement and the REAP Contract;

WHEREAS, the IEDC and the Contractor desire to further amend the Agreement as provided herein; and

NOW, THEREFORE, in consideration of the above recitals and the mutual promises, obligations and stipulations contained in this First Renewal and Fourth Amendment and the Agreement, the parties hereby agree as follows:

RENEWAL

1. The First Renewal shall be for a term of four (4) years ("**Renewal Term**"). It shall commence on January 1, 2016, and shall remain in effect through December 31, 2019, unless earlier terminated in accordance with the provisions of this Agreement (the "**Expiration Date**").

2. During the Renewal Term, all Services performed by the Contractor under this Agreement must be authorized by the IEDC. The Contractor shall be compensated at a rate of \$237,500.00 per month. Compensation and expenses may be disbursed on a calendar monthly basis. The total remuneration that the IEDC shall pay the Contractor during the four-year Renewal Term shall not exceed \$11,400,000.00. The total remuneration for the entire Agreement shall not exceed \$18,900,000.00.

AMENDMENT

3. Paragraph 1 of the Agreement is deleted and replaced in its entirety with the following:

1 DUTIES OF CONTRACTOR

The Contractor shall provide the Indiana Twenty-First Century Research and Technology Fund ("21 Fund") the services set forth in **Exhibit A** and **Exhibit B** on behalf of the IEDC ("Services").

4. Paragraph 3 of the Agreement is deleted and replaced in its entirety with the following:

3 EXPENSES

The Contractor shall be responsible for any reasonably anticipated expenses related to the Services set forth in **Exhibit A** and **Exhibit B** (including travel and other ongoing expenses). If significant expenses become necessary to provide the Services, the parties agree to negotiate the payment of those expenses.

5. Paragraph 7 of the Agreement is deleted and replaced in its entirety with the following:

7 AUDITS

The Contractor shall engage an independent audit firm to prepare audited financial statements each year according to the income tax basis of accounting. The Contractor shall deliver a copy of its audit each year to the IEDC. In addition, the IEDC shall have the right to inspect or audit the Contractor's use of funds pursuant to the Agreement or hire an outside third party to conduct such inspection or audit on its behalf.

6. Paragraph 10(B) of the Agreement is deleted and replaced in its entirety with the following:

(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 § 4-2-6, *et seq.*, Indiana Code § 4-2-7, *et seq.* and the regulations promulgated thereunder. 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 Inspector General's website 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 Agreement immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under Indiana Code §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

7. Paragraph 14 of the Agreement is deleted in its entirety as its terms referencing the Contractor's requirements regarding the Indiana Code of Ethics are set forth in Subsection 10(B) of this Agreement. Paragraph 14 is marked "RESERVED".

8. Paragraph 24 of the Agreement is deleted and replaced in its entirety with the following:

24 INSURANCE

(A) The Contractor shall secure and keep in force during the term of this Agreement the insurance coverages requested by the IEDC to cover claims of any nature which may arise out of or result from this Agreement and shall furnish a certificate of insurance and all endorsements to the undersigned IEDC representative prior to the commencement of this Agreement. The Contractor shall be responsible for providing all necessary unemployment and workers' compensation insurance for the Contractor's employees. The Contractor shall also carry sufficient General Liability Insurance.

(B) Notwithstanding anything to the contrary contained herein, the parties agree that, effective as of January 1, 2012, the cost of any incremental insurance put in place by the Contractor in order to meet the requirements contained in this Paragraph 24, including the Venture Capital Asset Protection Policy (or any similar type of policy) and any additional insurance deemed to be reasonably sufficient by the Contractor for its purposes, shall be one of the expenses subject to reimbursement under this Agreement. For purposes of clarity, the parties agree and acknowledge that such expense is not included in the amounts referenced in Paragraph 2 hereof and that such expense is projected to be an incremental annual expense to such amounts (approximating \$85,000.00 in 2012) for reimbursement to the Contractor upon its submission of appropriate billing support for the cost of such annual premiums.

9. Paragraph 28(B) of the Agreement is deleted and replaced in its entirety with the following:

ELEVATE VENTURES, INC.
Attn: CEO
50 East 91st Street, Suite 213
Indianapolis, IN 46240

10. Paragraph 32 of the Agreement is deleted and replaced in its entirety with the following:

32. PENALTIES/INTEREST/ATTORNEY'S FEES

The IEDC will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, Indiana Code § 5-17-5, Indiana Code § 34-54-8, Indiana Code § 34-13-1 and Indiana Code § 34-52-2-3. Notwithstanding the provisions contained in Indiana Code § 5-17-5, 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.

11. Paragraph 34 of the Agreement is deleted and replaced in its entirety with the following:

34 RENEWAL OPTION

The IEDC may renew or extend this Agreement for successive terms under the same terms and conditions subject to the consent of the Contractor and, except as otherwise provided herein, and the approval of the State Budget Director. All renewals and extensions must be in writing and be signed by both the IEDC and the Contractor.

12. Paragraph 39 of the Agreement is deleted and replaced in its entirety with the following:

39 TERMINATION

This Agreement may be terminated with or without cause as set forth below:

(A) **Termination for Cause by IEDC.** This Agreement may be terminated, in whole or in part, by the IEDC for Cause, as defined below, after the IEDC has provided the Contractor with thirty (30) days' notice of such failure and the Contractor does not remedy such failure within those 30 days. After that cure period, if the Contractor does not remedy the failure, the IEDC may issue a termination notice ("**Termination Notice**") specifying the termination date, which shall be at least 30 days from the date of service of the Termination Notice. For purposes of this Paragraph 39(A), "**Cause**" shall be defined to include:

- 1) The Contractor's failure to perform the Services to the IEDC's reasonable satisfaction, as determined at the discretion of the IEDC;
- 2) The Contractor's failure to perform the Services in accordance with applicable federal, state, local laws, ordinances, rules, and regulations;

- 3) The Contractor's failure to comply with professional, technical, and ethical standards and guidelines;
- 4) The Contractor's intentional or grossly negligent acts or omissions resulting in a violation of the confidentiality provisions contained in this Agreement;
- 5) During the first year of this Agreement, the Contractor's failure to secure the services of a Key Person acceptable to the IEDC;
or
- 6) The Contractor's failure to replace any individual assigned to this Agreement upon written request and notice by the IEDC to the Contractor that the IEDC has become dissatisfied with the work product of or the working relationship with such individual. Notwithstanding the foregoing, because the Contractor shall have a fiduciary obligation to perform its management functions consistent with the highest professional standards, the IEDC may not terminate for Cause for quality work performed or recommendations provided consistent with those fiduciary obligations.

(B) **Termination for Cause By Contractor.** The Contractor may cease providing Services or terminate this Agreement, for Cause, within forty-five (45) days written notice if the IEDC fails to make its monthly payments within ten (10) business days after such payment was due and fails to remedy such failure within the notice period. In addition, the Contractor may terminate this Agreement if the IEDC fails to correct or cure any other material breach of this Agreement one hundred twenty (120) days after the IEDC's receipt of written notice by the Contractor.

(C) **Effect of Termination.**

1. Upon termination of this Agreement, the Contractor shall be compensated for Services rendered or expenses agreed upon and incurred prior to the effective date of termination. The IEDC will not be liable for Services performed after the effective date of termination. While the Contractor may be compensated for Services herein, in no case shall total payment made to the Contractor for the Services exceed the total remuneration set forth in this Agreement.
2. During the period immediately prior to the effective date of termination, the Contractor shall cooperate and work diligently with the IEDC to transfer Services to the IEDC or such subsequently named contractor ("**Termination Wrap-Up**"). During the Termination Wrap-Up each party shall designate a point of contact to provide assistance with the transfer of Services and responsibilities in relation to the termination of this Agreement. The Contractor shall take all actions reasonably necessary to ensure a smooth transition in Services to the IEDC or such subsequently

named contractor. The Contractor shall ensure that any records and data related to this Agreement are provided to the IEDC or the Contractor's successor within an agreed upon time and in a format mutually agreed to by the parties. Further, the Contractor shall work with the IEDC to notify its staff, clients, subcontractors, and other similar individuals of the transition of Services to the IEDC or such subsequently named contractor.

13. **Exhibit A.** The Contractor's Description of Services, **Exhibit A**, is amended, attached hereto, and is incorporated into the Agreement by reference as if fully set forth herein.

14. **Exhibit B.** The Contractor's Schedule of Deliverables and Services Goals is attached hereto as **Exhibit B** and is incorporated into the Agreement by reference as if fully set forth herein.

15. The parties hereby agree that this First Renewal and Fourth Amendment shall supersede and fully replace all previous amendments to this Agreement. All other unamended terms and conditions set forth in the Agreement shall remain the same and shall remain in full force and effect following the Effective Date. All benefits, rights, obligations and responsibilities of the parties under the Agreement shall transfer and operate under this First Renewal and Fourth Amendment, and shall be construed and shall function as if the Agreement had remained in effect continuously but with the amendment of the terms contained in this First Renewal and Fourth Amendment.

16. The Contractor hereby certifies that: (i) all representations and warranties set forth in the Agreement were true and correct as of the date of the Agreement and remain true and correct in all material respects as of the date of execution of this First Renewal and Fourth Amendment; (ii) it has fully complied in all material respects with the terms and covenants set forth in the Agreement from the date of the Agreement until the date of execution of this First Renewal and Fourth Amendment and will continue to do so following the Effective Date hereof; (iii) it covenants that it will abide by all of the terms and conditions of the Agreement as amended by this First Renewal and Fourth Amendment; and (iv) it is not forbidden by law, corporate action or the terms of another agreement or contract to enter into this First Renewal and Fourth Amendment.

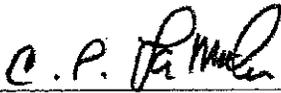
17. The undersigned representative of the Contractor to this First Renewal and Fourth Amendment represents that he has been duly authorized by resolution or the governing documents of the Contractor to execute contracts, such as this one, on behalf of the Contractor and has obtained all necessary corporate approvals to make this First Renewal and Fourth Amendment fully binding upon the Contractor (without qualification or acceptance by the Contractor) when his signature is affixed hereto.

18. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to them in the Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Contractor and the IEDC have, through their respective duly authorized representatives, entered into this First Renewal and Fourth Amendment as of the Effective Date. The parties, having read and understood the foregoing terms of this First Renewal and Fourth Amendment, do by their respective signatures dated below hereby agree to the terms hereof.

ELEVATE VENTURES, INC.



Christopher LaMothe
CEO

Date: 12/30/15

**APPROVED:
STATE BUDGET AGENCY**



BRIAN E. BAILEY, DIRECTOR

1/5/2016
Date

INDIANA ECONOMIC DEVELOPMENT CORPORATION

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



Digitally signed by Victor P. Smith
DN: cn=Victor P. Smith,
o=Secretary of
Commerce, ou=IEDC,
email=vsmith@iedc.in.gov,
c=US

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EXHIBIT A
DESCRIPTION OF SERVICES

The Contractor shall provide the IEDC Services related to the 21 Fund, including:

SBIR/STTR Program

The Contractor shall solicit, review and qualify Indiana companies for SBIR/STTR Phase I matching awards in accordance with the matching program policy and all additional requirements and guidelines approved by the IEDC. The Contractor shall also manage the award closing and post-award monitoring process, including transactional document preparation, collecting and reviewing awardees' reports, and ensuring program compliance.

Investment Management

21 Fund Direct Investment

In accordance with the guidelines of the 21 Fund Investment Policy, the Contractor shall solicit, filter, and review applications for 21 Fund investment. The Contractor shall conduct thorough financial, business, and technical due diligence, including using third-party technical and business expertise through the Elevate Ventures Partner Network when appropriate, and make investment recommendations to the IEDC for consideration and approval. The Contractor shall negotiate final investment terms with approved investees, facilitate funding, and oversee the investees' compliance activities and reporting.

State Small Business Credit Initiative ("SSBCI")

The Contractor shall manage the SSBCI program on behalf of the IEDC, supported in part by a management fee from SSBCI allocated funds. In accordance with each respective investment policy for Indiana Angel Network Fund, Indiana Seed Fund Holdings, and Indiana High Growth Fund, the Contractor shall solicit, filter, and review applications for investment and investment commitment. The Contractor shall conduct thorough financial, business and program compliance due diligence, including using third-party expertise through the Elevate Ventures Partner Network when appropriate, and make investment or investment commitment recommendations to IEDC management for consideration and approval. The Contractor shall negotiate final investment terms with approved investees, facilitate funding, and oversee the investees' compliance activities and reporting.

Portfolio Management and Reporting

The Contractor shall manage the 21 Fund and SSBCI investment portfolios, including: overseeing compliance with reporting requirements; participating as board members or board observers of portfolio companies, inclusive of engaging and managing industry experts in the Elevate Ventures Partner Network to serve as portfolio advisors or representative board members or board observers (as applicable); submitting monthly reports, quarterly stress-test and semi-annual valuation reports to the IEDC on the combined investment portfolio; and providing value-added services to portfolio companies to drive revenue and employment growth.

Catalyzing Outside Capital through Elevate Ventures Investor Network

As a manager of co-investment funds, the Contractor shall provide programs and services that seek to link high-potential Indiana-based companies to outside investment capital. The Contractor shall do this through the development of working relationships with individual investors, investor groups, family offices, venture capital firms, private equity groups and venture-related financial institutions throughout the Midwest and the country, in the form of direct consultation and referral and by recurring virtual or in-person meetings presenting Indiana companies to investors. The Contractor shall also implement initiatives to build and encourage a statewide angel investor network.

Building Capacity through Elevate Ventures Partner Network

The Contractor shall build a network of experienced, successful business leaders and entrepreneurs ("Venture Advisors") who will be engaged to work statewide in alignment with the existing regional commitment (as supported by the Regional Entrepreneurship Action Plan ("REAP") agreements and otherwise) to support key applicable industry and technology sectors, including information technology, medical technology, advanced energy and advanced manufacturing. Venture Advisors shall be engaged on a per project basis under the direction of the Contractor to assist with investment targets analysis, portfolio company governance and/or operating needs, and portfolio company workout or turnaround as needed in the Contractor's investment asset restructuring or recovering efforts.

Fostering Culture through a Statewide Educational and Marketing Platform

The Contractor shall deploy experienced entrepreneurs and advisors, inclusive of those in the Elevate Ventures Partner Network, to provide assistance to new entrepreneurs and startup companies. These individuals shall have first-hand knowledge of, and experience with, what is needed to advance a company through its life cycles and to acquire investment capital.

The Contractor shall also develop a collection of practical and educational entrepreneurial materials to be made available to Indiana entrepreneurs through the Contractor's regional and local partners. Training classes shall be hosted by the Contractor using experienced speakers to train Indiana-based entrepreneurs on a variety of topics. Leadership assessment and education shall be made available to entrepreneurs receiving advisory services.

University and Community Partnerships

Through the REAP agreements and through the development of select regional and local partnership agreements, the Contractor intends to increase its initiatives and customized offerings throughout the State. Through such initiatives and offerings, the Contractor shall drive engagement with public and private academic institutions with tech transfer programs and commercialization focuses, and with other entrepreneurship-minded community partners, to deliver services and programs that help develop and grow sustainable entrepreneurial cultures and development infrastructures, as well as high-potential high-growth companies in Indiana.

Engage Communities.

The Contractor shall provide programs and shared services to increase collaborations and connections among entrepreneurial resource providers, improve and streamline the entrepreneur's pursuit of valuable assistance, and catalyze venture development. The following are examples of programs and services that the Contractor shall make available to entrepreneurs, collaborators, and the overall ecosystem: marketing/promotion, deal flow generation, diligence metrics collection and analysis, and fundraising support to sustain regional entrepreneurship resources. By sharing these programs and services and the other systems and initiatives outlined in this section, the Contractor intends to drive efficiency into the overall cost of each region and locality and increase the resources that can be directly invested in startups. Additionally, under a customized partnership with the Contractor, each participating community may have access to the following: at least one full-time Entrepreneurial Engagement Lead; project-based Venture Advisors from the Elevate Ventures Partner Network; investment in community partners and initiatives; and a targeted investment pool for community startups and companies.

Educate Entrepreneurs.

In communities under partnership with the Contractor, the Contractor shall deploy Entrepreneurial Engagement Leads and additional Venture Advisors from the Elevate Ventures Partner Network with the capacities for each individual region or locality to be determined by the financial and advisor commitment provided by each such region or locality. Such resources shall be dedicated to supporting startups and companies in those communities, in addition to access to the Contractor's statewide educational and marketing platform.

Evaluate investment.

As developed and directed by the Contractor's staff, Indiana-based high-potential companies ready for outside investment capital (as qualified by the Contractor) shall have an opportunity to present appropriate financing opportunities to the Contractor and its affiliates for potential investment. For communities under partnership with the Contractor, a targeted investment pool may be created for community startups and companies. These financing opportunities shall include, at a minimum, a protectable idea or technology, a large potential market, a clear value proposition, and the core of a qualified management team. Completed investments shall include the Contractor's support as an active investor, including access to a network of investors, corporate governance, customer referrals, the Contractor's marketing and media platforms, and operational guidance in time of distress. Such support shall be dependent on the company needs, the size of the investment and the Contractor's capacity for this purpose.

Through the Contractor, companies and regional and local partners shall also gain exposure to the Elevate Ventures Investor Network which includes individual angel investors and institutional venture capitalists. The Contractor shall also host events and conduct seminars to increase the ranks of engaged individual investors throughout the State and create an exchange featuring Indiana-based firms seeking additional investment capital.

Expand companies.

High-skilled and high wage jobs come from successful high growth companies. The Contractor shall leverage its collaborative partnerships with universities and communities, industry advisors and capital partners to nurture the growth of Indiana-based scale-up companies, through both provision of capital and of value-added assistance.

Approvals of Expenditures of 21 Funds

With the exception of this Agreement and the REAP agreements between the IEDC and the Contractor, no state dollars may be committed by the Contractor on the behalf of the IEDC without the express written advance approval of the IEDC. The IEDC shall be responsible for securing all other necessary approvals.

Management of Pre-Elevate 21 Fund Contracts

Prior to entering into this Agreement, the IEDC leveraged the 21 Fund to make certain investments (generally referred to as "Pre-Elevate 21 Fund Contracts"). By January 31, 2016, the IEDC and the Contractor's staff shall coordinate to provide the Contractor with electronic copies of all active Pre-Elevate 21 Fund Contracts. By March 31, 2016, the Contractor shall have reviewed the Pre-Elevate 21 Fund Contracts and shall provide a written recommendation to the IEDC on any steps the IEDC should take regarding the active Pre-Elevate 21 Fund Contracts. The Contractor shall, by March 31, 2016, take on primary management responsibilities of the active Pre-Elevate 21 Fund Contracts. The Contractor shall keep the IEDC reasonably informed of its Pre-Elevate 21 Fund Contracts management responsibilities. Any modifications to the deadlines set forth herein, other than delays caused by the IEDC, must be agreed upon by the IEDC.

Record Retention

The Contractor's staff shall be assigned to coordinate with IEDC staff to integrate the Contractor's management of all contracts assigned to it under this Agreement into the IEDC's CRM and SharePoint systems (or other similar systems), as directed by the IEDC. Coordination shall be completed by March 31, 2016. By June 30, 2016, all the Contractor's managed contracts, all the Contractor's prior formal reports to the IEDC, and other documents as directed by the IEDC shall be integrated into the IEDC's systems. Any modifications to the deadlines set forth herein, other than delays caused by the IEDC, must be agreed upon by the IEDC.

Reporting Requirements

The Contractor shall be responsible for preparing all minutes and reports of the IEDC Entrepreneurship Committee meetings. Drafts of such minutes and reports shall be promptly delivered to the IEDC for review.

The Contractor shall be responsible for preparing all reports required by the Indiana General Assembly relating to the Services set forth herein. Drafts of such reports shall be promptly delivered to the IEDC for review.

Other Coordination Activities

The Contractor shall coordinate with existing and emerging organizations and programs as it deems appropriate to perform the Services under this Agreement.

Modifications to Exhibit A

The IEDC and the Contractor may mutually agree to amend this Exhibit A. An amendment to this Exhibit A shall supersede and fully replace the prior version without the parties needing to formally amend this Agreement.

EXHIBIT B
SCHEDULE OF DELIVERABLES AND SERVICES GOALS

The following represents the primary deliverables to be provided by the Contractor to the IEDC under this Agreement and the stated goals of the Services to be provided by the Contractor hereunder:

SBIR/STTR Program

Support Indiana SBIR/STTR applicants through timely issuance of support letters, award qualifications, agreement preparation and execution, and disbursement of award dollars.

Investment Management

- Identify and invest in high-potential Indiana companies and support their growth through assistance and follow-on investment, with a goal of at least 200 invested companies by 2020.
- Seek returns on invested capital from the 21 Fund and SSBCI programs, collectively, and start building towards a self-sustaining evergreen investment fund, with a goal to return at least 50% of the total invested capital from these programs by 2020.
- The Contractor shall negotiate for board seats or board observation rights, when appropriate, and shall provide either staff or outside experts to serve as board members or board observers.
- The Contractor shall collect quarterly financial reports from portfolio companies and ensure that all companies are compliant with the reporting requirements in a timely manner. Quarterly reports shall be reviewed as part of the stress-testing and valuation procedures.
- The Contractor shall provide monthly summary, quarterly stress test and semi-annual valuation reports on the portfolio to the IEDC.

Catalyzing Outside Capital through Elevate Ventures Investor Network

- Increase the portfolio leverage ratio, with a goal to extend the leverage ratio from 6.8-1 (as of June 30, 2015) to 10-1 by 2020.
- The Contractor shall organize and host investor meetings to introduce high-potential Indiana companies to individual and institutional investors while building strong relationships with family offices, venture capital firms, private equity groups and strategic investors with the goal of bringing more capital to Indiana companies.
- As of December 31, 2015, the Elevate Ventures Investor Network has 680 members. By 2020, the goal is to double membership.
- Track and record the amount of in-state and out-of-state capital investment into Indiana companies through connections made by the Contractor.

Building Capacity through Elevate Ventures Partner Network

The Contractor shall build a Partner Network throughout the State (with a goal of at least 25 members) with technical or business expertise and thought leadership aligned with the Contractor's target investment verticals. Such partners shall be engaged in investment due diligence and portfolio assistance, as needed.

Fostering Culture through a Statewide Educational and Marketing Platform

The Contractor shall create a library of practical and educational entrepreneurial materials that shall be made available to partners, portfolio companies and potential investees. The Contractor shall also provide a series of seminars and networking events to educate and inform portfolio companies as well as other high-potential Indiana companies (investment targets) on a variety of entrepreneurial topics. The Contractor shall track and report the use of the above-referenced materials, event attendance and related marketing metrics and outcomes.

University and Community Partnerships

- **Engage communities** – The Contractor shall, subject to the prior approval of the IEDC, engage with communities/universities with services/programming customized to fit the needs of each community/university and to drive entrepreneurial enterprises, with a goal of at least 10 such community/university engagements. This community/university engagement effort shall include the launch and management of a university foundry concept which shall invite public and private Indiana universities to accelerate their intellectual property portfolios to commercialization through a matching fund investment initiative.
- **Educate entrepreneurs** – The Contractor shall track the number of companies and the number of hours of assistance provided to companies by the Contractor's staff and/or Venture Advisors in the Elevate Ventures Partner Network.
- **Evaluate Investment** – The Contractor shall track and measure deal pipeline activities and investor referral activities. Starting with the base data from 2011 since the start of the Contractor's operations, deal flow activities are expected to increase for each community/university that the Contractor is engaged with, with a goal of at least 20% growth per year.
- **Expand Companies** – The Contractor shall provide an annual survey of service and investment outcomes in terms of collective revenue, employment and wage growth. Additionally, the Contractor shall conduct an economic impact study every other year to further benchmark and evaluate overall program effectiveness.

Modifications to Exhibit B

The IEDC and the Contractor may mutually agree to amend this **Exhibit B**. An amendment to this **Exhibit B** shall supersede and fully replace the prior version without the parties needing to formally amend this Agreement.