

INDIANA ECONOMIC DEVELOPMENT CORPORATION

FIRST AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

This First Amendment (this "First Amendment") to the Professional Services Agreement dated June 1, 2015 (the "Agreement"), is entered into by and between the INDIANA ECONOMIC DEVELOPMENT CORPORATION ("IEDC") and STARR STRATEGIC PARTNERS, LLC ("Contractor").

WHEREAS, the IEDC and Contractor entered into that certain Professional Services Contract with an effective date of June 1, 2014 (the "Contract"), to provide for the Services described therein; and,

WHEREAS, the parties desire to amend the Contract to amend and restate certain provisions of the Contract related to Consideration.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and subject to all terms and conditions hereof, the parties hereto agree as follows:

1. All capitalized terms which are otherwise not defined herein shall have that meaning as set forth in the Contract, as amended by this First Amendments.
2. Paragraph 2.A. of the Contract is hereby amended and restated in its entirety and replaced with the following text:

Commencing on June 1, 2014, Contractor shall be paid monthly remuneration in the amount of Thirty Three Thousand Three Hundred Thirty Three Dollars and 33/100 (\$33,333.33).

3. In consequence of this First Amendment, the monthly remuneration has been increased by an additional amount, such that the amount of Ninety Six Thousand Two Hundred Eighty Nine Thousand Dollars and 20/100 (\$96,289.20) due through May 31, 2015, shall be paid to Contractor in arrears in a lump sum.
4. Paragraph 2.C. of the Contract is hereby amended and restated in its entirety and replaced with the following text:

Contractor shall not be reimbursed for any expenses it may incur in performance of the services called for under this Agreement.

5. Paragraph 43 of the Contract is hereby deleted in its entirety.
6. This First Amendment may be executed through an original or through a facsimile copy, and in duplicates or through counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same First Amendment.
7. As amended by this First Amendment, all remaining provisions of the Contract, shall remain in full force and effect.

8. Unless modified by this First Amendment, the undersigned representative of the Contractor hereby certifies: (i) that all representations and warranties set forth in the Contract were correct and true as of the dates of the Contract, and remain correct and true as of the date of execution of this First Amendment; (ii) that it has fully complied with the terms and covenants set forth in the Contract, from the date of execution of the Contract to the date of execution of this First Amendment; (iii) that it hereby represents, warrants, and covenants to abide by all the terms of the Contract, as amended by the First Amendment; and, (iv) that it is not forbidden by law, corporate action, or the terms of another agreement or contract to enter into the Contract, as amended by this First Amendment.
9. This First Amendment shall be effective as of June 1, 2015.
10. The undersigned representative of the Contractor attests, subject to the penalties for perjury, that he/she is the contracting party or that he/she is the properly authorized representative, agent, member, or officer of the Contractor. The undersigned also represents that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of the undersigned's 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 the Contract, as amended by this First Amendment, other than that which appears upon the face of the Contract.

[Remainder of this page left blank – Signatures follow]

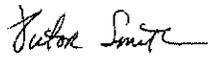
In Witness Whereof, Contractor and the IEDC have, through duly authorized representatives, entered into this First Amendment to Professional Services Contract. The parties having read and understand the foregoing terms of the First Amendment to Professional Services Contract do by their respective signatures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

STARR STRATEGIC PARTNERS, LLC

By: 
X. Rick Niu, President & Sr. Managing Director

Date: 6/30/15

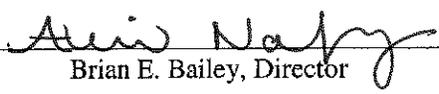
INDIANA ECONOMIC DEVELOPMENT CORPORATION

By: 
Victor B. Smith, Secretary of Commerce

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: 2015.06.30 14:55:21 -0400

Date: _____

STATE BUDGET AGENCY

By:  FOR
Brian E. Bailey, Director

Date: 7/10/15

PROFESSIONAL SERVICES CONTRACT

This Professional Services Contract ("Contract") is entered into effect as of the 1st day of June, 2014, by and between the **INDIANA ECONOMIC DEVELOPMENT CORPORATION** ("IEDC") and **STARR STRATEGIC PARTNERS, LLC**, a Delaware corporation ("Contractor"). In consideration of the mutual undertakings and covenants set forth herein, the parties agree as follows:

1. DUTIES OF CONTRACTOR

Contractor shall provide to the IEDC the following services ("Services"): The Contractor shall serve as the official and exclusive commercial representative ("Commercial Representative") for the purpose of promoting foreign direct investment from China, Taiwan, and Hong Kong (collectively, the "Region") in the State of Indiana. The Contractor shall further oversee all activity in the Region on behalf of the IEDC and perform the duties outlined in **Exhibit A**, attached hereto and incorporated herein by reference.

2. CONSIDERATION

All Services performed by Contractor under this Contract must be authorized by the IEDC. Total remuneration for the Services under this Contract shall not exceed **Two Million Two Hundred Thousand and 00/100 Dollars (\$2,200,000)** (the "Contract Amount"). The Contract Amount consists of the following:

- A. Commencing on June 1, 2014, Contractor shall be paid monthly remuneration in the amount of **Twenty Five Thousand and 00/100 Dollars (\$25,000)** ("Monthly Remuneration"); and
- B. If earned, Contractor shall be eligible for certain incentive payments, if any, pursuant to the requirements set forth in **Exhibit B**, attached hereto and incorporated herein by reference ("Incentive-Based Compensation").
- C. Subject to the provisions and conditions of **Paragraph 43** herein, Contractor's office, operating, or travel expenses may be reimbursed by the IEDC, as part of the Contract Amount. Reimbursement for expenses incurred by Contractor shall not to exceed the amount of **One Hundred Thousand and 00/100 Dollars (\$100,000)** per year of this Contract. In the event it is unclear as to whether a particular expense falls under the above referenced reimbursement cap the parties agree to discuss the expense in good faith.

Notwithstanding the foregoing or anything herein to the contrary, the total remuneration under this Contract shall not exceed the Contract Amount.

3. TERM

This Contract shall commence on **June 1, 2014** and shall remain in effect through **May 31, 2017**, unless renewed or extended by a mutual written agreement of the parties in accordance with **Paragraph 38** or unless earlier terminated in accordance with the provisions of this Contract (the "Expiration Date"). All work and/or services under this Contract must be completed by the Expiration Date. Except as otherwise expressly provided herein, in no event shall payments be made for work done or services performed after the Expiration Date.

4. UNIQUE SERVICES

- A. In recognition of the unique character of the State of Indiana, Contractor shall not provide services to other state governments that contain an identical comprehensive package as provided for under this Agreement. Both parties agree that the Contractor's agreement to this term constitutes a substantial and material term to the IEDC, without which the IEDC would not enter into this Contract.
- B. Notwithstanding the foregoing, the IEDC understands that Contractor provides advisory services to other clients in the normal course of its business and, as such, the parties agree that Contractor is permitted to continue providing such services under its agreements with other clients, whether existing or in the future, including the provision of investment banking services and foreign direct investment introductions, generally. In addition, the parties hereto are free to enter into other agreements that do not pertain to the scope of services provided for in this agreement.
- C. Furthermore, Contractor may enter into new agreements with a private party which may be doing business with the State of Indiana, including any party that may have been introduced to the State of Indiana by Contractor under this Contract, and that Contractor may receive compensation from such party that is in addition to the compensation called for under this Contract. Contractor shall timely disclose the existence of any such agreements as well as the terms thereof to the IEDC.

5. USE OF THE IEDC NAME

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

6. 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 at no cost to the IEDC if requested.

7. 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.

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 prior thereto 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. AUDITS

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

10. CHANGES IN WORK

The Contractor shall not commence any additional work or change the scope of the work unless 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.

11. COMPLIANCE WITH LAWS

- A. Contractor agrees to comply with all applicable national, 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 national, 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 ch. 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 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 ch. 4-2-6, Indiana Code ch. 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 ch. 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.

12. COMPLIANCE WITH TELEPHONE SOLICITATIONS ACT

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

- (1) the Contractor and any principals of the Contractor certify that
 - (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of
 - (i) Indiana Code art. 24-4.7 [Telephone Solicitation of Consumers],
 - (ii) Indiana Code ch. 24-5-12 [Telephone Solicitations], or
 - (iii) Indiana Code ch. 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if Indiana Code art. 24-4.7 is preempted by federal law; and
 - (B) the Contractor will not violate the terms of Indiana Code art. 24-4.7 for the duration of the Contract, even if Indiana Code art. 24-4.7 is preempted by federal law.
- (2) 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:

- (A) except for de minimis and nonsystematic violations, has not violated the terms of Indiana Code art. 24-4.7 in the previous three hundred sixty-five (365) days, even if Indiana Code art. 24-4.7 is preempted by federal law; and
- (B) will not violate the terms of Indiana Code art. 24-4.7 for the duration of the Contract, even if Indiana Code art. 24-4.7 is preempted by federal law.

13. CONDITION OF PAYMENT

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

14. 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.

15. CONFIDENTIALITY OF INFORMATION

- A. 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, its subcontractors, or employees by the IEDC for the purpose of this Contract, and specifically identified as confidential information will not be disclosed to others or discussed with other parties without the prior written consent of the IEDC.
- B. The parties acknowledge that the services to be performed by Contractor for the IEDC under this contract may require or allow access to data, materials, and information containing Social Security numbers or other personal information maintained by the IEDC in its computer system or other records. In addition to the covenant made above in this paragraph and pursuant to 10 IAC 5-3-1(4), the Contractor and the IEDC agree to comply with the provisions of Indiana Code ch. 4-1-10 and Indiana Code ch. 4-1-11. If any Social Security number(s) or personal information (as defined in Indiana Code § 4-1-11-3) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.
- C. To the extent that a non-disclosure and confidentiality agreement executed by the Contractor is more restrictive, the terms of the non-disclosure and confidentiality agreement shall control.

16. 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 1 or 2.
- (3.) "Commission" means the State Ethics Commission.
- (4.) "Department" means the IEDC.

- 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 ch. 4-2-6, or (iii) a public servant of the IEDC under Indiana Code ch. 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 agreement 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.

17. 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 national government, 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 the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State'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.

18. DEFAULT BY IEDC

If the IEDC, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination.

19. DISPUTES

A. 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.

B. Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Contract that are not affected by the dispute. Should Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the IEDC or Contractor as a result of such failure to proceed shall be borne by Contractor, and Contractor shall make no claim against the IEDC for such costs. If the IEDC and Contractor cannot resolve a dispute within ten (10) working days following notification in writing by either party of the existence of a dispute then the following procedure shall apply:

(1) The parties agree to resolve such matters through submission of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to Contractor and the IEDC within ten (10) working days after presentation of such dispute for action. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration for a determination, or otherwise the dispute may be submitted to an Indiana court of competent jurisdiction.

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

20. 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 State 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 State 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 subdivision (3.)(b.) above, or otherwise receiving actual notice of such conviction; and

5. Within thirty (30) days after receiving notice under subdivision (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.

21. MISCELLANEOUS

- A. The Contractor understands that this Contract is a public record subject to request pursuant to Indiana Code ch. 5-14-3 and its exemptions. Use by the public of the information contained in this Contract shall not be considered an act of the IEDC or the State.
- B. This Contract may be executed through an original or through a facsimile copy, and in duplicates or through counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same Contract.
- C. Nothing in this Contract shall be construed to confer any rights or remedies on any third party not a signatory to this Contract, including, but not limited to, the employees or sub-contractors of the Contractor.
- D. Except as otherwise provided herein, rights and obligations which by their nature should survive, or which this Contract expressly states will survive, will remain in full force and effect following termination or expiration of this Contract, including, but not limited to the Incentive-Based Compensation matters in **Exhibit B**.

22. FUNDING CANCELLATION

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, the Contract shall be 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.

23. GOVERNING LAW

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.

24. 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.

25. 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 be responsible for providing all necessary unemployment and workers' compensation insurance for Contractor's employees.

26. INFORMATION TECHNOLOGY ENTERPRISE ARCHITECTURE REQUIREMENTS

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

27. 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.

28. KEY PERSON(S)

This Contract will be performed under the direction of Rick Niu (the "Principal"). In the event the Principal is unable or unwilling to continue providing the services under this Contract, the IEDC may be suspend or terminate this Contract. Nothing in this paragraph shall be construed to prevent the Contractor from using the services of others to perform tasks ancillary to those tasks include secretarial, clerical, and common labor duties. The Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

29. 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.

30. 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 also signifies compliance with applicable federal and state laws and regulations prohibiting the aforementioned discrimination in the provision of services.

31. 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 State shall be sent to:
INDIANA ECONOMIC DEVELOPMENT CORPORATION
Attn: General Counsel
One North Capitol Avenue, Suite 700
Indianapolis, IN 46204-2288

- B. Notices to the Contractor shall be sent to:
Starr Strategic Partners, LLC
Attn: Thomas A. Bryan, Counsel
399 Park Avenue, 8th Floor
New York, NY 10022

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 Grantee.

32. 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) and (2) Indiana Economic Development Corporation guidelines. All of the foregoing documents and attachments are incorporated herein fully by reference.

33. OWNERSHIP OF DOCUMENTS AND MATERIALS

- A. Upon termination, Contractor will transfer to the IEDC all the materials in Contractor's possession prepared for or provided by the IEDC under this Contract.

- B. All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the

Contractor transfers any ownership claim including moral rights, to the IEDC and all such materials will be the property of the IEDC. Use of these materials, 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 these materials developed for or supplied by the IEDC and used to develop or assist in the services provided while the materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The Contractor shall provide the IEDC full, immediate, and unrestricted access to the work product during the term of this contract.

34. PAYMENTS

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

35. 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.

36. PROGRESS REPORTS

Contractor shall submit progress reports to the IEDC monthly. The report shall be written. The progress reports shall serve the purpose of assuring the IEDC that work being performed is consistent with those duties of the Contractor as specified in **Exhibit A**.

37. RENEWAL OPTION

The IEDC may renew or extend this Contract 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. The term of the renewed contract may not be longer than the term of the original contract.

38. 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.

39. 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.

40. SUCCESSORS AND ASSIGNEES

Contractor binds its successors, executors, administrators, and assignees to all covenants of this Contract. Except as set forth above, Contractor shall not assign, sublet or transfer interest in this Contract without the prior written consent of the IEDC.

41. 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.

42. TERMINATION FOR CONVENIENCE

This Contract may be terminated, in whole or in part, by either party whenever, for any reason, with or without cause, either party determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The IEDC will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled in whole or in part prior to the original termination date.

43. TRAVEL & OTHER EXPENSES

Office expenses and travel expenses of the Contractor will be reimbursed by the IEDC, as part of the overall Contract amount, not to exceed **\$100,000 (One Hundred Thousand Dollars)** per year of this Contract. However, no travel and other expenditures made by Contractor will be reimbursed by the IEDC unless specifically permitted under the scope of services or consideration provisions. All expenses must be documented. The details of who, what, when, where, and why must be expressly reported monthly as part of the Monthly Expenditure Report Form to the IEDC.

44. 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 be and remain liable to the IEDC in accordance with applicable law for all damages to the IEDC caused by the Contractor's negligent performance of any of the services furnished under this Contract.

45. WORK STANDARDS

The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the IEDC becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the IEDC may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

46. 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 understand the foregoing terms of the contract do by their respective signatures dated below hereby agree to the terms thereof.

STARR STRATEGIC PARTNERS, LLC

By: 
X. RICK NIU

Its: PRESIDENT & SR. MANAGING DIRECTOR

Date: 5/8/14

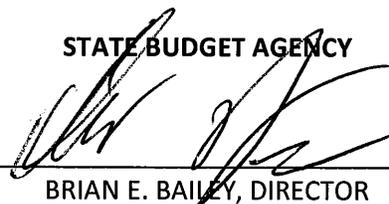
INDIANA ECONOMIC DEVELOPMENT CORPORATION


VICTOR P. SMITH, SECRETARY OF COMMERCE

SA

Date: 5/9/14

STATE BUDGET AGENCY


For BRIAN E. BAILEY, DIRECTOR

Date: 5/21/14

EXHIBIT A

SCOPE OF SERVICES

1. RESPONSIBILITIES OF THE CONTRACTOR:

A. Duties and Obligations: Contractor shall fulfill the purpose of this Contract by performing the following duties including, but not limited to:

(1) *Foreign Direct Investment:* The primary responsibility of the Contractor is attraction of foreign direct investment from their Region of responsibility to Indiana, more specifically new foreign direct investment constituting "Attraction Projects" as hereinafter defined.

(a) The Contractor shall use their existing knowledge of businesses as well as research additional businesses in the Region in order to generate foreign direct investment leads. All generated leads shall be qualified prior to targeting.

(b) The Contractor shall oversee development and execution of marketing plans for the Region. Marketing plans shall be developed in cooperation with the IEDC Office of International Business Development as well as the IEDC Marketing Department in order to ensure marketing plans meet corporate identity requirements and fit within the overall IEDC marketing efforts.

(c) The Contractor is authorized to contract with necessary businesses to comply with the duties and responsibilities herein. Such contracts shall not invoice or implicate the IEDC.

(d) The Contractor shall visit and establish liaisons with various government agencies, private industrial associations, banks, accountants, and consular offices in both the United States and the Region in order to maintain proper relationships and raise regional awareness of Indiana. Visits to the above will be conducted under the principle of "as much as required, as little as possible".

(e) The Contractor shall represent the IEDC at major conferences, seminars, meetings and trade shows held in the Region. Participation in conferences shall be decided jointly between the IEDC Office of International Business Development and the Contractor. The Contractor shall also assist and participate in trade shows and international development events attended by IEDC sponsored delegations.

(f) The Contractor shall support and participate in Governor and Lt. Governor sponsored Trade and Investment Missions to the Region. Before the Contractor incurs any major expenses associated with the

trade missions, the Contractor shall request from the IEDC approval to make these expenditures.

(g) The Contractor, to the extent possible, shall assist other governmental and business officials of Indiana who may be traveling in the Region for the purpose of promoting capital investment in Indiana, as well as trade between Indiana and the Region. The Contractor shall notify the IEDC Office of Business Development when such assistance results in work capacity issues.

(h) The Contractor shall seek approval from the IEDC Office of Business Development prior to agreeing to accept delegations to the State of Indiana.

(2) *Investment Funds* – Identify potential investors from the Region that will leverage the funds of the Indiana Twenty-First Century Research and Technology Fund via co-investment or other suitable structure.

(3) *Additional fields of endeavor:*

(a) *Agriculture* – Promote Indiana agricultural products and the interests of Indiana agribusiness in the Region.

(b) *Technology* – Identify investors for technology-related investment opportunities that commercialize products from Indiana research institutions and Indiana based technology ventures.

(c) *Mergers & Acquisitions* – Identify opportunities for mergers and acquisitions between both foreign and domestic companies in furtherance of job retention and job creation in Indiana.

(d) *Infrastructure* – Identify financing sources and expertise for Indiana infrastructure projects.

B. **Reporting Requirements:** The Contractor shall report to the Office of Business Development within the IEDC. The Contractor shall have the following written reporting requirements under this Contract:

(1) *Monthly Activity Report* – The Contractor shall send to the IEDC, Office of Business Development, a monthly report summarizing its activities on behalf of the IEDC, in order to provide a common operating picture.

(2) *Expenditure Report* - The Contractor shall file a “Monthly Expenditure Report Form” within fifteen (15) working days after the end of the month for which the Services were provided. The Monthly Expenditure Report Form will be submitted on a form prescribed by the IEDC and is herein incorporated and made a part of this Contract by reference.

(3) A spreadsheet providing Contractor’s itemized expenses for the month.

- (4) Copies of the itemized receipts. These must be accompanied by a detailed description, in English, of all expenditures, and expenses shall be converted into US Dollars.

EXHIBIT B

COMPENSATION SCHEDULE

1. DEFINITIONS

As used in this Exhibit B, the terms listed below shall have the following meanings:

- A. "Project" means the acquisition or creation and operation of a new or newly formed business located in the State of Indiana that requires the employment of Applicable Employees, as well as expansion projects that requires the employment of Applicable Employees, undertaken by a Referred Company.
- B. "Applicable Employee" means each permanent, full-time employee, Indiana resident, new employee (as such term are defined in Indiana Code § 6-3.1-13-6) from whom Indiana withholdings are collected and who are paid an average hourly wage, before benefits, of at least two dollars (\$2) above the county average wage where the Project is realized.
- C. "Definitive Agreement" means a tax credit agreement under either the Economic Development for a Growing Economy Tax Credit Act, Indiana Code § 6-3.1-13-1, et seq., or the Hoosier Business Investment Tax Credit Act, Indiana Code § 6-3.1-26-1, et seq. between the IEDC and a Referred Company (as hereinafter defined) regarding a Project (as hereinafter defined), whereby:
 - (1) the Project or Projects in the aggregate will result in the hiring of at least 25 Applicable Employees; and,
 - (2) the Project requires a Referred Company to make a capital investment of at least One Million Dollars (\$1,000,000).
- D. "Eligibility Period" means the period beginning on June 1, 2014 and ending on the date that is the three year anniversary of the Expiration Date.
- E. "Referred Company" means a company in the Region referred by the Contractor to the IEDC or otherwise managed by Contractor after introduction by and at the request of the IEDC.

2. INCENTIVE FORMULA

- A. Subject to the Verification Standards and the Payment Conditions, and in accordance with the following formula ("Incentive Formula"), should the Contractor be successful in bringing Projects to the State of Indiana during the term of this Contract, Contractor shall be eligible to receive the following amounts as Incentive-Based Compensation:

Whether in a single Definitive Agreement or in the aggregate of multiple Definitive Agreements, the amount of \$2,000 per Applicable Employee, after a minimum of 25 Applicable Employees has been reached.

- B. The maximum amount of Incentive-Based Compensation shall not exceed \$1,000,000 during the term of this Contract, including the Eligibility Period.

In the event it is unclear as to whether a particular Project qualifies for the Incentive Based Compensation the parties agree to discuss the issue in good faith.

3. VERIFICATION STANDARDS

Contractor may be eligible for Incentive-Based Compensation only upon proof of the foregoing:

- A. Documentation, in form and substance acceptable to the IEDC, establishing Contractor's involvement with and responsibility for bringing the Referred Company and the Project to the State of Indiana; and
- B. Execution of a Definitive Agreement regarding the Project between a Referred Company and the IEDC.
- C. Verification of actual employment level for the Project through the IEDC end of the year employment verification process, which results in the issuance of a tax certification ("Tax Certificate") to the Referred Company.

4. PAYMENT

If eligible, the Contractor shall be paid the Incentive-Based Compensation as follows:

- A. Incentive-Based Compensation shall be payable upon issuance of a Tax Certificate by the IEDC to a Referred Company in connection with the Project. The IEDC will issue the Tax Certificate only upon proper reporting from a Referred Company and in accordance with the IEDC's procedures.
- B. Payment for Incentive-Based Compensation shall be made by the IEDC to the Contractor within thirty five (35) days after the IEDC receives documentation acceptable to the IEDC that the Contractor has met the requirements outlined in this Section.
- C. Payment of the Incentive-Based Compensation to the Contractor may not be assigned without the prior written authorization of the IEDC.