



EXECUTIVE DOCUMENT SUMMARY

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: A293-2-21 Fund-10300	2. Date prepared: 12/17/2024
--	---------------------------------

3. CONTRACTS & LEASES

<input type="checkbox"/> Professional/Personal Services	<input type="checkbox"/> Contract for procured Services
<input checked="" 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>5</u>
<input type="checkbox"/> MOU	<input type="checkbox"/> Renewal # _____
<input type="checkbox"/> QPA	<input type="checkbox"/> Other _____

FISCAL INFORMATION

4. Account Number: 48340-10600.572902	5. Account Name: IPF
6. Total amount this action: \$-80,250.00	7. New contract total: \$6,291,750.00
8. Revenue generated this action: \$0.0	9. Revenue generated total contract: \$0.0
10. New total amount for each fiscal year:	
Year <u>2022</u> \$2,471,667.00	Year _____ \$ _____
Year <u>2023</u> \$3,900,333.00	Year _____ \$ _____
Year <u>2025</u> \$-80,250.00	Year _____ \$ _____
Year _____ \$ _____	Year _____ \$ _____
Year _____ \$ _____	Year _____ \$ _____

TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year) 03/01/2022	12. To (month, day, year): 1/21/2025
13. Method of source selection:	
<input type="checkbox"/> Bid/Quotation	<input checked="" type="checkbox"/> Negotiated
<input type="checkbox"/> RFP # _____	<input type="checkbox"/> Emergency
	<input type="checkbox"/> Special Procurement
	<input type="checkbox"/> Other (specify) _____

AGENCY INFORMATION

14. Name of agency: Economic Development Corp	15. Requisition Number: 000000
16. Address: IN Economic Development Corp Central Office 1 N CAPITAL AVE STE 700 I NDIANAPOLIS, IN 46204-2040	

AGENCY CONTACT INFORMATION

17. Name: Glenda Reitz-May	18. Telephone #: 317.447.2617
19. E-mail address greitz@iedc.in.gov	

COURIER INFORMATION

20. Name: Glenda Reitz-May	21. Telephone #: 317.447.2617
22. E-mail address: greitz@iedc.in.gov	

VENDOR INFORMATION

23. Vendor ID Number: 0000294754	25. Telephone #: N/A
24. Name: Battery Innovation Center Inc (BIC)	
26. Address: 7970 S. Energy Dr Newberry IN 47449	
27. E-mail address: bwrightsman@bicindiana.com	
28. Is the vendor registered with the Secretary of State? (<i>Out of State Corporations, must be registered</i>) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

29. Primary Vendor: M/WBE/IN-Veteran	30. Primary Vendor Percentages:
Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	100 %
Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
IN-Veteran: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

31. Sub Vendor: M/WBE/IN-Veteran	32. If yes, list the %:
Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Minority: _____%
Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Women: _____%
IN-Veteran: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	IN-Veteran: _____%

33. Is there Renewal Language in the document? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	34. Is there a "Termination for Convenience" clause in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
---	--

35. Will the attached document involve data processing or telecommunications systems(s)? Yes: IOT or Delegate has signed off on contract

36. Statutory Authority (Cite applicable Indiana or Federal Codes):
IC 5-28-5-12 and IC 5-28-6-1

37. (Description of work & justification for spending money) BIC (in partnership with ESN) will engage a leading national or global law firm that has grant writing, project management, and RFP response strategy experience that can assist the state and the state's consortium partners in the assessment, pursuit, and submission of a proposal in response to the Department of Energy's Hydrogen Hub program.

38. Justification of vendor selection and determination of price reasonableness
Project # 423613

39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)

40. Agency fiscal officer or representative approval <u>Heidi Babkowski</u> <small>Heidi Babkowski (Dec 17, 2024 13:12 EST)</small>	41. Date Approved	42. Budget agency approval <u>Cody Blake Robison</u> <small>Cody Blake Robison (Dec 30, 2024 08:37 EST)</small>	43. Date Approved
44. Attorney General's Office approval	45. Date Approved	46. Agency representative receiving from AG	47. Date Approved

FIFTH AMENDMENT

This Amendment (the "**Fifth Amendment**") to the Agreement between the **INDIANA ECONOMIC DEVELOPMENT CORPORATION** (the "**IEDC**") and **BATTERY INNOVATION CENTER INSTITUTE, INC.** (the "**Grantee**").

RECITALS

WHEREAS, the IEDC and the Grantee previously entered into that certain Grant Agreement, which commenced on March 1, 2022 and was amended May 9, 2022, November 28, 2022, October 9, 2023, and March 1, 2024 (collectively, the "**Original Agreement**");

WHEREAS, the IEDC and the Grantee desire to amend the Original Agreement's term and scope so that the Grantee may continue work on the Project as described in Exhibit B;

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

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

EFFECTIVE DATE

1. This Fifth Amendment shall take effect on December 12, 2024 ("**Effective Date**").

AMENDMENT

2. Paragraph 3(A) of the Original Agreement is deleted and replaced in its entirety with the following:

3. CONSIDERATION

(A) All services performed by the Contractor under this Agreement must be authorized by the IEDC and consistent with the description set forth in **Exhibits B, C, & D**. For the services provided hereunder, the Contractor shall be compensated in accordance with the budget, as more particularly described at **Exhibits B, C, & D**. Total remuneration under this Agreement shall not exceed **\$6,291,750.00** (the "**Agreement Amount**").

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

4. Term.

This Grant Agreement commences on March 1, 2022 and shall remain in effect through January 21, 2025. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and as permitted by state or federal laws governing this Grant.

4. Exhibit B is deleted in its entirety and replaced with the attached Exhibit B.

5. The attached Exhibit D is attached and incorporated herein and attached hereto.
6. The parties hereby agree that 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 Fifth 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 Fifth Amendment.

Signatures on Following Page – Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, the Grantee and the IEDC have, through duly authorized representatives, entered into this Fifth Amendment. The Parties, having read and understand the foregoing terms of this Fifth Amendment, do by their respective signatures dated below hereby agree to the terms thereof.

BATTERY INNOVATION CENTER INSTITUTE, INC.

Paul Mitchell
Paul Mitchell (Dec 17, 2024 08:53 EST)

Signature

Paul Mitchell, Board Director & Secretary


Printed Name and Position/Title

Date: _____

INDIANA ECONOMIC DEVELOPMENT CORPORATION, INC.

Robert Paglia, Chief Operating Officer

(Digital Signature Stamp Below)

 12.17.2024

STATE BUDGET AGENCY

Cody Blake Robison
Cody Blake Robison (Dec 30, 2024 08:37 EST)

on Behalf of

Joseph Habig, Acting Budget Director

Date: _____

EXHIBIT B

ESN + BIC IEDC Budget

March 1, 2022- January 31, 2025

	Budget
ESN	
Personnel and Contract Services	\$2,903,980.00
Travel	45,150.00
G&A	<u>117,520.00</u>
Subtotal ESN Operations	3,066,650.00
CES Activation	340,000.00
BIC	
BIC Industry Incubate-Grow-Attract Matching Fund & Driving Innovation, Training, First Responder	1,975,000.00
Hydrogen Hub	<u>910,100.00</u>
Total	\$6,291,750.00

BIC (in partnership with ESN) will engage a leading national or global law firm that has grant writing, project management, and RFP response strategy experience that can assist the state and the state's consortium partners in the assessment, pursuit, and submission of a proposal in response to the Department of Energy's Hydrogen Hub program.

Exhibit D

ESN, in coordination with IAC and the IEDC, will activate the Consumer Electronics Show in January 2025. In conjunction with the Consumer Electronics Show, ESN will activate at Las Vegas Motor Speedway for IAC.

Allowable expenses under this agreement include:

Freeman/Booth Buildout Eureka Park	\$ 80,000.00
Track Activation (12/13 and January)	160,000.00
Broadcast of Race	75,000.00
	<hr/>
	\$ 340,000.00

Battery Innovation Center (Grant) (423613) (Amend 5) expire 1.21.2025 for signature


Final Audit Report


2024-12-17

Created:	2024-12-17
By:	Glenda Reitz 7EE (GReitz@iedc.IN.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAX7gnXu1fecmUkE8VFe9E2KIK5OWnKBd


"Battery Innovation Center (Grant) (423613) (Amend 5) expire 1.21.2025 for signature" History

 Document created by Glenda Reitz 7EE (GReitz@iedc.IN.gov)
2024-12-17 - 11:56:28 AM GMT

 Document emailed to Paul Mitchell (paul@energysystemsnetwork.com) for signature
2024-12-17 - 11:57:09 AM GMT

 Email viewed by Paul Mitchell (paul@energysystemsnetwork.com)
2024-12-17 - 1:17:56 PM GMT

 Document e-signed by Paul Mitchell (paul@energysystemsnetwork.com)
Signature Date: 2024-12-17 - 1:53:40 PM GMT - Time Source: server

 Agreement completed.
2024-12-17 - 1:53:40 PM GMT











Battery Innovation Center (Grant) (423613) (Amend 5) expire 1.21.5


Final Audit Report

2024-12-30

Created:	2024-12-17
By:	Glenda Reitz 7EE (GReitz@iedc.IN.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABA4Feh0i9c2NpgwHy1PdQBJxriXa8arJg

"Battery Innovation Center (Grant) (423613) (Amend 5) expire 1.21.5" History

-  Document created by Glenda Reitz 7EE (GReitz@iedc.IN.gov)
2024-12-17 - 4:31:43 PM GMT
-  Document emailed to hebabkowski@iedc.in.gov for signature
2024-12-17 - 4:31:48 PM GMT
-  Email viewed by hebabkowski@iedc.in.gov
2024-12-17 - 6:12:15 PM GMT
-  Signer hebabkowski@iedc.in.gov entered name at signing as Heidi Babkowski
2024-12-17 - 6:12:48 PM GMT
-  Document e-signed by Heidi Babkowski (hebabkowski@iedc.in.gov)
Signature Date: 2024-12-17 - 6:12:50 PM GMT - Time Source: server
-  Document emailed to Jonathan Eccles 4MM (jeccles@sba.in.gov) for signature
2024-12-17 - 6:12:52 PM GMT
-  Email viewed by Jonathan Eccles 4MM (jeccles@sba.in.gov)
2024-12-18 - 8:28:51 PM GMT
-  Document signing delegated to CRobison@sba.in.gov by Jonathan Eccles 4MM (jeccles@sba.in.gov)
2024-12-18 - 8:33:06 PM GMT
-  Document emailed to CRobison@sba.in.gov for signature
2024-12-18 - 8:33:07 PM GMT
-  Email viewed by CRobison@sba.in.gov
2024-12-30 - 1:36:26 PM GMT

 Signer CRobison@sba.in.gov entered name at signing as Cody Blake Robison

2024-12-30 - 1:37:01 PM GMT

 Document e-signed by Cody Blake Robison (CRobison@sba.in.gov)

Signature Date: 2024-12-30 - 1:37:03 PM GMT - Time Source: server

 Agreement completed.

2024-12-30 - 1:37:03 PM GMT



EXECUTIVE DOCUMENT SUMMARY

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: A293-2-21 Fund-10300	2. Date prepared: 4/2/2024
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3. CONTRACTS & LEASES

<input type="checkbox"/> Professional/Personal Services	<input type="checkbox"/> Contract for procured Services
<input checked="" 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: 48340-10600.572902	5. Account Name: IPF
6. Total amount this action: \$00.00	7. New contract total: \$6,372,000.00
8. Revenue generated this action: \$0.0	9. Revenue generated total contract: \$0.0
10. New total amount for each fiscal year:	
Year <u>2022</u> \$2,471,667.00	Year _____ \$ _____
Year <u>2023</u> \$3,900,333.00	Year _____ \$ _____
Year _____ \$ _____	Year _____ \$ _____
Year _____ \$ _____	Year _____ \$ _____
Year _____ \$ _____	Year _____ \$ _____

TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year) 03/01/2022	12. To (month, day, year): 12/31/2024
---	--

13. Method of source selection: <input type="checkbox"/> Bid/Quotation <input type="checkbox"/> Emergency <input type="checkbox"/> RFP # _____ <input type="checkbox"/> Other (<i>specify</i>) _____	<input checked="" type="checkbox"/> Negotiated <input type="checkbox"/> Special Procurement
--	--

35. Will the attached document involve data processing or telecommunications systems(s)?	<input type="checkbox"/> Yes: IOT or Delegate has signed off on contract
--	--

36. Statutory Authority (<i>Cite applicable Indiana or Federal Codes</i>): IC 5-28-5-12 and IC 5-28-6-1
--

37. (Description of work & justification for spending money) BIC (in partnership with ESN) will engage a leading national or global law firm that has grant writing, project management, and RFP response strategy experience that can assist the state and the state's consortium partners in the assessment, pursuit, and submission of a proposal in response to the Department of Energy's Hydrogen Hub program.
--

38. Justification of vendor selection and determination of price reasonableness Project # 423613 THIS IS A NO COST EDS

39. If this contract is submitted late, please explain why: (<i>Required if more than 30 days late.</i>)
--

40. Agency fiscal officer or representative approval <i>Robert J. Paglia</i>	41. Date Approved	42. Budget agency approval <u>Cody Blake Wilson</u> <small>Cody Blake Wilson (Apr 11, 2024 10:34 EDT)</small>	43. Date Approved
44. Attorney General's Office approval	45. Date Approved	46. Agency representative receiving from AG	47. Date Approved

AGENCY INFORMATION

14. Name of agency: Economic Development Corp	15. Requisition Number: 000000
16. Address: IN Economic Development Corp Central Office 1 N CAPITAL AVE STE 700 I NDIANAPOLIS, IN 46204-2040	

AGENCY CONTACT INFORMATION

17. Name: Glenda Reitz-May	18. Telephone #: 317.447.2617
19. E-mail address <u>greitz@iedc.in.gov</u>	

COURIER INFORMATION

20. Name: Glenda Reitz-May	21. Telephone #: 317.447.2617
22. E-mail address: <u>greitz@iedc.in.gov</u>	

VENDOR INFORMATION

23. Vendor ID Number: <u>0000294754</u>	25. Telephone #: N/A
24. Name: <u>Battery Innovation Center Inc (BIC)</u>	
26. Address: <u>7970 S. Energy Dr Newberry IN 47449</u>	
27. E-mail address: <u>bwrightsman@bicindiana.com</u>	
28. Is the vendor registered with the Secretary of State? (<i>Out of State Corporations, must be registered</i>) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

29. Primary Vendor: M/WBE/IN-Veteran Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No IN-Veteran: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	30. Primary Vendor Percentages: <u>100</u> %
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31. Sub Vendor: M/WBE/IN-Veteran Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No IN-Veteran: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	32. If yes, list the %: Minority: _____ % Women: _____ % IN-Veteran: _____ %
--	---

33. Is there Renewal Language in the document? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	34. Is there a "Termination for Convenience" clause in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
---	--

FOURTH AMENDMENT

This Amendment (the "**Fourth Amendment**") to the Agreement between the **INDIANA ECONOMIC DEVELOPMENT CORPORATION** (the "**IEDC**") and **BATTERY INNOVATION CENTER INSTITUTE, INC.** (the "**Grantee**").

RECITALS

WHEREAS, the IEDC and the Grantee previously entered into that certain Grant Agreement, which commenced on March 1, 2022 and was amended May 9, 2022, November 28, 2022, and October 9, 2023 (collectively, the "**Original Agreement**");

WHEREAS, the IEDC and the Grantee desire to amend the Original Agreement's term so that the Grantee may continue work on the Project as described in Exhibit B;

WHEREAS, the IEDC and Grantee agree that work has concluded on the scope of work provided in Exhibit A;

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

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

EFFECTIVE DATE

1. This Fourth Amendment shall take effect on March 1, 2024 ("**Effective Date**").

AMENDMENT

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

4. Term.

This Grant Agreement commences on March 1, 2022 and shall remain in effect through December 31, 2024. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and as permitted by state or federal laws governing this Grant.

3. The parties hereby agree that 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 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 Fourth Amendment.

IN WITNESS WHEREOF, the Grantee and the IEDC have, through duly authorized representatives, entered into this Fourth Amendment. The Parties, having read and understand the foregoing terms of this Fourth Amendment, do by their respective signatures dated below hereby agree to the terms thereof.

BATTERY INNOVATION CENTER INSTITUTE, INC.

Leslie Alexander

Signature

Leslie Alexander

Printed Name and Position/Title

Date: 02/04/24

INDIANA ECONOMIC DEVELOPMENT CORPORATION, INC.

Robert Paglia, Chief Operating Officer

(Digital Signature Stamp Below)



4.2.2024

STATE BUDGET AGENCY

Cody Blake Wilson

Cody Blake Wilson (Apr 11, 2024 10:34 EDT)

Zachary Q. Jackson, Director

Date: _____






Battery Innovation Center (Grant) (423613) (Amend 4)

Final Audit Report

2024-04-02

Created:	2024-04-02
By:	Glenda Reitz 7EE (GReitz@iedc.IN.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAdAHEkrqbO8TSf6BVkYVIGZ0r8L4bDcTz

"Battery Innovation Center (Grant) (423613) (Amend 4)" History

-  Document created by Glenda Reitz 7EE (GReitz@iedc.IN.gov)
2024-04-02 - 11:12:07 AM GMT
-  Document emailed to leslie Alexander (les.alexander@bicindiana.com) for signature
2024-04-02 - 11:12:53 AM GMT
-  Email viewed by leslie Alexander (les.alexander@bicindiana.com)
2024-04-02 - 4:22:35 PM GMT
-  Document e-signed by leslie Alexander (les.alexander@bicindiana.com)
Signature Date: 2024-04-02 - 4:23:23 PM GMT - Time Source: server
-  Agreement completed.
2024-04-02 - 4:23:23 PM GMT


Battery Innovation Center (Grant) (423613) (Amend 4) expire 12.31.24

Final Audit Report

2024-04-11

Created:	2024-04-02
By:	Glenda Reitz 7EE (GReitz@iedc.IN.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAaKkHPOuMkQ722Xuu1DjeK9Kj1bLRp5ETA

"Battery Innovation Center (Grant) (423613) (Amend 4) expire 12.31.24" History

-  Document created by Glenda Reitz 7EE (GReitz@iedc.IN.gov)
2024-04-02 - 4:32:31 PM GMT
-  Document emailed to rpaglia@iedc.in.gov for signature
2024-04-02 - 4:32:36 PM GMT
-  Email viewed by rpaglia@iedc.in.gov
2024-04-05 - 1:55:11 PM GMT
-  Signer rpaglia@iedc.in.gov entered name at signing as Robert J. Paglia
2024-04-05 - 1:56:24 PM GMT
-  Document e-signed by Robert J. Paglia (rpaglia@iedc.in.gov)
Signature Date: 2024-04-05 - 1:56:26 PM GMT - Time Source: server
-  Document emailed to Jonathan Eccles 4MM (jeccles@sba.in.gov) for signature
2024-04-05 - 1:56:29 PM GMT
-  Email viewed by Jonathan Eccles 4MM (jeccles@sba.in.gov)
2024-04-11 - 12:32:32 PM GMT
-  Document signing delegated to CodWilson@sba.in.gov by Jonathan Eccles 4MM (jeccles@sba.in.gov)
2024-04-11 - 12:33:48 PM GMT
-  Document emailed to CodWilson@sba.in.gov for signature
2024-04-11 - 12:33:48 PM GMT
-  Email viewed by CodWilson@sba.in.gov
2024-04-11 - 2:31:34 PM GMT

 Signer CodWilson@sba.in.gov entered name at signing as Cody Blake Wilson

2024-04-11 - 2:34:35 PM GMT

 Document e-signed by Cody Blake Wilson (CodWilson@sba.in.gov)

Signature Date: 2024-04-11 - 2:34:38 PM GMT - Time Source: server

 Agreement completed.

2024-04-11 - 2:34:38 PM GMT



EXECUTIVE DOCUMENT SUMMARY

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: A293-2-21 Fund-10300	2. Date prepared: 10/17/2023
--	---------------------------------

3. CONTRACTS & LEASES

<input type="checkbox"/> Professional/Personal Services	<input type="checkbox"/> Contract for procured Services
<input checked="" type="checkbox"/> Grant	<input type="checkbox"/> Maintenance
<input type="checkbox"/> Lease	<input type="checkbox"/> License Agreement
<input type="checkbox"/> Attorney	<input checked="" type="checkbox"/> Amendmen# <u>3</u>
<input type="checkbox"/> MOU	<input type="checkbox"/> Renewal # _____
<input type="checkbox"/> QPA	<input type="checkbox"/> Other _____

FISCAL INFORMATION

4. Account Number: 48340-10600.572902	5. Account Name: IPF
6. Total amount this action: \$00.00	7. New contract total: \$6,372,000.00
8. Revenue generated this action: \$0.0	9. Revenue generated total contract: \$0.0
10. New total amount for each fiscal year:	
Year <u>2022</u> \$2,471,667.00	Year _____ \$ _____
Year <u>2023</u> \$3,900,333.00	Year _____ \$ _____
Year _____ \$ _____	Year _____ \$ _____
Year _____ \$ _____	Year _____ \$ _____
Year _____ \$ _____	Year _____ \$ _____

TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year) 03/01/2022	12. To (month, day, year): 02/28/2024
13. Method of source selection:	
<input type="checkbox"/> Bid/Quotation	<input checked="" type="checkbox"/> Negotiated
<input type="checkbox"/> RFP # _____	<input type="checkbox"/> Emergency
	<input type="checkbox"/> Special Procurement
	<input type="checkbox"/> Other (specify) _____

AGENCY INFORMATION

14. Name of agency: Economic Development Corp	15. Requisition Number: 000000
16. Address: IN Economic Development Corp Central Office 1 N CAPITAL AVE STE 700 I NDIANAPOLIS, IN 46204-2040	

AGENCY CONTACT INFORMATION

17. Name: Glenda Reitz	18. Telephone #: 317.447.2617
19. E-mail address <u>greitz@iedc.in.gov</u>	

COURIER INFORMATION

20. Name: Glenda Reitz	21. Telephone #: 317.447.2617
22. E-mail address: <u>greitz@iedc.in.gov</u>	

VENDOR INFORMATION

23. Vendor ID Number: <u>0000294754</u>	
24. Name: Battery Innovation Center Inc (BIC)	25. Telephone #: N/A
26. Address: <u>7970 S. Energy Dr Newberry IN 47449</u>	
27. E-mail address: <u>bwrightsman@bicindiana.com</u>	
28. Is the vendor registered with the Secretary of State? (<i>Out of State Corporations, must be registered</i>) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

29. Primary Vendor: M/WBE/IN-Veteran	30. Primary Vendor Percentages:
Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<u>100</u> %
Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
IN-Veteran: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

31. Sub Vendor: M/WBE/IN-Veteran	32. If yes, list the %:
Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Minority: _____%
Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Women: _____%
IN-Veteran: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	IN-Veteran: _____%

33. Is there Renewal Language in the document? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	34. Is there a "Termination for Convenience" clause in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
---	--

35. Will the attached document involve data processing or telecommunications systems(s)? Yes: IOT or Delegate has signed off on contract

36. Statutory Authority (*Cite applicable Indiana or Federal Codes*):
IC 5-28-5-12 and IC 5-28-6-1

37. (Description of work & justification for spending money) BIC (in partnership with ESN) will engage a leading national or global law firm that has grant writing, project management, and RFP response strategy experience that can assist the state and the state's consortium partners in the assessment, pursuit, and submission of a proposal in response to the Department of Energy's Hydrogen Hub program.

38. Justification of vendor selection and determination of price reasonableness
Project # 423613
THIS IS A NO COST EDS

39. If this contract is submitted late, please explain why: (*Required if more than 30 days late.*)

40. Agency fiscal officer or representative approval <u>Heidi J Babkowski</u> <small>Heidi J Babkowski (Oct 19, 2023 11:49 EDT)</small>	41. Date Approved Oct 19, 2023	42. Budget agency approval <u>Cody Blake Wilson</u> <small>Cody Blake Wilson (Oct 27, 2023 14:41 EDT)</small>	43. Date Approved Oct 27, 2023
44. Attorney General's Office approval	45. Date Approved	46. Agency representative receiving from AG	47. Date Approved

THIRD AMENDMENT

This Amendment (the "**Third Amendment**") to the Agreement between the **INDIANA ECONOMIC DEVELOPMENT CORPORATION** (the "**IEDC**") and **BATTERY INNOVATION CENTER INSITUTUE, INC.** (the "**Grantee**").

RECITALS

WHEREAS, the IEDC and the Grantee previously entered into that certain Grant Agreement, which commenced on March 1st, 2022 and has been amended on May 9th, 2022 and on November 28th, 2022 (collectively, the "**Original Agreement**");

WHEREAS, the IEDC and the Grantee desire to amend the Original Agreement's scope (with no additional consideration) so that the Grantee may perform amended strategic activities;

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

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

EFFECTIVE DATE

1. This Third Amendment shall take effect on October 9, 2023 ("**Effective Date**").

AMENDMENT

2. The attached Exhibit C is attached and incorporated herein and attached hereto.
3. The parties hereby agree that 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 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.

Signatures on Following Page – Remainder of Page Intentionally Left Blank

EXHIBIT C

In furtherance of the two top-level grant activities that the BIC identified, i.e. the Incubate, Grow, and Attract Industry Matching along with Driving Innovation, Training, and First Responder activities, Grantee will perform the following specific activities at the following levels of funding (which funding, in the aggregate, shall not exceed the total amount of Grant amount detailed in Paragraph 1 or Paragraph 5.A. of the Agreement):

1. Dry Room Expansion – up to \$1,200,000

As industry needs ebb and flow, BIC is responsive to providing key services that will continue to demonstrate an objective value proposition to industry participants, both young, early stage companies as well as established industry leaders. A consistent theme of industry participants is the need for additional dry room space in which cells can be fabricated through industry-standard processes (e.g., roll-to-roll coating, calendaring, slitting, winding, electrode fill, formation, etc.). Currently, BIC has approximately 1500 square feet of such space in the original Newberry, IN facility, which is at capacity and is unable to be easily and affordably built out for additional dry room space on site. As such, to both (a) expand the capacity and (b) expand the footprint and accessibility to industry, BIC has engaged the process of establishing new dry room space in Indianapolis at the Emerging Manufacturing Collaboration Center (EMC2). This new dry room space will synergistically offer an additional feature at EMC2 that will highlight modern manufacturing standards and capabilities to companies visiting or incubating in EMC2.

BIC has identified two committed companies that will occupy the space and provide more than 1:1 matching related to the buildout of this feature, as well as an additional third company that is still in consideration of options to incubate in the proposed facility versus other established facilities in other states (e.g., NY). These companies have committed to not only provide funding for the buildout and sub-leasing of the dry room space, they have also proposed a variety of industry standard and – in one case – proprietary equipment to outfit the dry room. These assets will be a strategic combination of exclusive, prioritized, or general use, depending on the equipment and company.

Further, BIC has negotiated the buildout performance and budget with an industry leader of dry room buildouts. The total budget will be roughly \$2,400,000, including all connections to the facility's electrical and HVAC systems required for full functionality. By moving quickly, the project's estimated completion is early Q2 of 2024.

2. First Responder Training – up to \$150,000

BIC is in the process of forming an industry-first hands on training module for first responders. BIC is leveraging the experience of one of BIC's technicians, who also serves on the volunteer fire department of a local municipality. BIC's experience in recent years of consulting with municipalities in other states that have had high-profile and no-profile incidents involving used lithium ion battery storage and recycling facilities highlighted the industry need for awareness and education for first responders.

The purpose of this funding is to both (a) finalize and standardize the training module and (b) subsidize the first two municipal training courses for Kokomo and New Carlisle in support of the planned battery facilities in each location. Pricing for the training is expected to be roughly \$1000 per seat at standard pricing.

3. Drive Innovation – up to \$225,000

BIC proposes supporting Greene County via a Payment in Lieu of Taxes (PILOT) payment to support Greene County's efforts to drive innovation in the region. BIC will make best efforts to negotiate with Greene County to ensure application of this payment to innovation initiatives, e.g., related to high school education and awareness of STEM opportunities or support for STEM classes at Greene County schools.











Battery Innovation Center (Grant) (423613) (Amend 3) expire 2.28.24

Final Audit Report

2023-10-27

Created:	2023-10-17
By:	Glenda Reitz 7EE (GReitz@iedc.IN.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAACLIesQxznXjz19tllXgPwKNPMv34-h9N

"Battery Innovation Center (Grant) (423613) (Amend 3) expire 2.28.24" History

-  Document created by Glenda Reitz 7EE (GReitz@iedc.IN.gov)
2023-10-17 - 5:45:59 PM GMT
-  Document emailed to hebabkowski@iedc.in.gov for signature
2023-10-17 - 5:46:05 PM GMT
-  Email viewed by hebabkowski@iedc.in.gov
2023-10-19 - 3:48:27 PM GMT
-  Signer hebabkowski@iedc.in.gov entered name at signing as Heidi J Babkowski
2023-10-19 - 3:49:47 PM GMT
-  Document e-signed by Heidi J Babkowski (hebabkowski@iedc.in.gov)
Signature Date: 2023-10-19 - 3:49:49 PM GMT - Time Source: server
-  Document emailed to Jonathan Eccles 4MM (jeccles@sba.in.gov) for signature
2023-10-19 - 3:49:50 PM GMT
-  Email viewed by Jonathan Eccles 4MM (jeccles@sba.in.gov)
2023-10-24 - 1:53:05 PM GMT
-  Document signing delegated to CodWilson@sba.in.gov by Jonathan Eccles 4MM (jeccles@sba.in.gov)
2023-10-24 - 1:54:48 PM GMT
-  Document emailed to CodWilson@sba.in.gov for signature
2023-10-24 - 1:54:48 PM GMT
-  Email viewed by CodWilson@sba.in.gov
2023-10-27 - 6:40:08 PM GMT

 Signer CodWilson@sba.in.gov entered name at signing as Cody Blake Wilson

2023-10-27 - 6:41:38 PM GMT

 Document e-signed by Cody Blake Wilson (CodWilson@sba.in.gov)

Signature Date: 2023-10-27 - 6:41:41 PM GMT - Time Source: server

 Agreement completed.

2023-10-27 - 6:41:41 PM GMT



EXECUTIVE DOCUMENT SUMMARY

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: A293-2-21 Fund-10300	2. Date prepared: 11/28/2022
--	---------------------------------

3. CONTRACTS & LEASES

<input type="checkbox"/> Professional/Personal Services	<input type="checkbox"/> Contract for procured Services
<input checked="" 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>2</u>
<input type="checkbox"/> MOU	<input type="checkbox"/> Renewal # _____
<input type="checkbox"/> QPA	<input type="checkbox"/> Other _____

FISCAL INFORMATION

4. Account Number: 48340-10600.572902	5. Account Name: IPF
6. Total amount this action: \$900,000.00	7. New contract total: \$6,372,000.00
8. Revenue generated this action: \$0.0	9. Revenue generated total contract: \$0.0
10. New total amount for each fiscal year:	
Year <u>2022</u> \$2,471,667.00	Year _____ \$ _____
Year <u>2023</u> \$3,900,333.00	Year _____ \$ _____
Year _____ \$ _____	Year _____ \$ _____
Year _____ \$ _____	Year _____ \$ _____
Year _____ \$ _____	Year _____ \$ _____

TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year) 03/01/2022	12. To (month, day, year): 02/28/2024
13. Method of source selection:	
<input type="checkbox"/> Bid/Quotation	<input checked="" type="checkbox"/> Negotiated
<input type="checkbox"/> RFP # _____	<input type="checkbox"/> Emergency
	<input type="checkbox"/> Special Procurement
	<input type="checkbox"/> Other (specify) _____

AGENCY INFORMATION

14. Name of agency: Economic Development Corp	15. Requisition Number: 0000009734
16. Address: IN Economic Development Corp Central Office 1 N CAPITAL AVE STE 700 I NDIANAPOLIS, IN 46204-2040	

AGENCY CONTACT INFORMATION

17. Name: Glenda Reitz	18. Telephone #: 317.447.2617
19. E-mail address greitz@iedc.in.gov	

COURIER INFORMATION

20. Name: Glenda Reitz	21. Telephone #: 317.447.2617
22. E-mail address: greitz@iedc.in.gov	

VENDOR INFORMATION

23. Vendor ID Number: 0000294754	
24. Name: Battery Innovation Center Inc (BIC)	25. Telephone #: N/A
26. Address: 7970 S. Energy Dr Newberry IN 47449	
27. E-mail address: bwrightsman@bicindiana.com	
28. Is the vendor registered with the Secretary of State? (<i>Out of State Corporations, must be registered</i>) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

29. Primary Vendor: M/WBE/IN-Veteran	30. Primary Vendor Percentages:
Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	100 %
Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
IN-Veteran: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

31. Sub Vendor: M/WBE/IN-Veteran	32. If yes, list the %:
Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Minority: _____%
Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Women: _____%
IN-Veteran: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	IN-Veteran: _____%

33. Is there Renewal Language in the document? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	34. Is there a "Termination for Convenience" clause in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
---	--

35. Will the attached document involve data processing or telecommunications systems(s)?	<input type="checkbox"/> Yes: IOT or Delegate has signed off on contract
--	--

36. Statutory Authority (<i>Cite applicable Indiana or Federal Codes</i>): IC 5-28-5-12 and IC 5-28-6-1
--

37. (Description of work & justification for spending money) BIC (in partnership with ESN) will engage a leading national or global law firm that has grant writing, project management, and RFP response strategy experience that can assist the state and the state's consortium partners in the assessment, pursuit, and submission of a proposal in response to the Department of Energy's Hydrogen Hub program.
--

38. Justification of vendor selection and determination of price reasonableness Project # 423613

39. If this contract is submitted late, please explain why: (<i>Required if more than 30 days late.</i>)
--

40. Agency fiscal officer or representative approval <i>Robert J. Paglia</i>	41. Date Approved 12/20/2022	42. Budget agency approval <i>Jasmine Williams</i>	43. Date Approved 12/21/2022
44. Attorney General's Office approval	45. Date Approved	46. Agency representative receiving from AG	47. Date Approved

SECOND AMENDMENT

This Amendment (the "**Second Amendment**") to the Agreement between the **INDIANA ECONOMIC DEVELOPMENT CORPORATION** (the "**IEDC**") and **BATTERY INNOVATION CENTER INSTITUTE, INC.** (the "**Grantee**").

RECITALS

WHEREAS, the IEDC and the Grantee previously entered into that certain Grant Agreement, which commenced on March 1st, 2022 and was amended May 9, 2022 (collectively, the "**Original Agreement**");

WHEREAS, the IEDC and the Grantee desire to amend the Original Agreement's consideration so that the Grantee may provide the IEDC with additional services;

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

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

EFFECTIVE DATE

1. This Second Amendment shall take effect on November 28, 2022 ("**Effective Date**").

AMENDMENT

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

1. Purpose of this Grant Agreement; Funding Source. The purpose of this Grant Agreement is to enable the IEDC to award a Grant of \$ **6,372,000.00** (the "Grant") to the Grantee for eligible costs of the services or project (the "Project") described in **Exhibits A and B** of this Grant Agreement, which are incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

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

5. Grant Funding.

A. The IEDC shall fund this Grant in the amount of \$6,372,000.00. The approved Project Budget is set forth in **Exhibits A and B** of this Grant Agreement, attached hereto and incorporated herein. The Grantee shall not spend more than the amount for each line item in the Project Budget without the prior written consent of the State, nor shall the Project costs

funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.

4. Exhibit B is deleted in its entirety and replaced with the attached Exhibit B, which is incorporate herein.
5. The parties hereby agree that 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 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.

Signatures on Following Page – Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, the Grantee and the IEDC have, through duly authorized representatives, entered into this Second Amendment. The Parties, having read and understand the foregoing terms of this Second Amendment, do by their respective signatures dated below hereby agree to the terms thereof.

BATTERY INNOVATION CENTER INSTITUTE, INC.



Signature

Paul Mitchell, President & CEO

Printed Name and Position/Title

Date: November 28, 2022

INDIANA ECONOMIC DEVELOPMENT CORPORATION, INC.

David Rosenberg, Chief Operating Officer

(Digital Signature Stamp Below)

 11.28.2022

STATE BUDGET AGENCY

Jasmine Williams on behalf of

Zachary Q. Jackson, Director

Date: 12/21/2022

EXHIBIT B

BIC (in partnership with ESN) will engage a leading national or global law firm that has grant writing, project management, and RFP response strategy experience that can assist the state and the state's consortium partners in the assessment, pursuit, and submission of a proposal in response to the Department of Energy's Hydrogen Hub program.

Budget

The engagement described in this Exhibit B shall have a not-to-exceed amount of \$1,400,000 in furtherance of this initiative.



EXECUTIVE DOCUMENT SUMMARY

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: A293-2-21 Fund-10300	2. Date prepared: 5/11/2022
3. CONTRACTS & LEASES	
<input type="checkbox"/> Professional/Personal Services <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Lease <input type="checkbox"/> Attorney <input type="checkbox"/> MOU <input type="checkbox"/> QPA	<input type="checkbox"/> Contract for procured Services <input type="checkbox"/> Maintenance <input type="checkbox"/> License Agreement <input checked="" type="checkbox"/> Amendment# <u>1</u> <input type="checkbox"/> Renewal # _____ <input type="checkbox"/> Other _____

FISCAL INFORMATION	
4. Account Number: 43010-52900.573100	5. Account Name: 21FUND
6. Total amount this action: \$500,000.00	7. New contract total: \$5,472,000.00
8. Revenue generated this action: \$0.0	9. Revenue generated total contract: \$0.0
10. New total amount for each fiscal year:	
Year 2022 \$2,471,667.00	Year _____ \$ _____
Year 2023 \$3,000,333.00	Year _____ \$ _____
Year _____ \$ _____	Year _____ \$ _____
Year _____ \$ _____	Year _____ \$ _____
Year _____ \$ _____	Year _____ \$ _____

TIME PERIOD COVERED IN THIS EDS	
11. From (month, day, year) 03/01/2022	12. To (month, day, year): 02/28/2024
13. Method of source selection:	
<input type="checkbox"/> Bid/Quotation <input type="checkbox"/> RFP # _____	<input checked="" type="checkbox"/> Negotiated <input type="checkbox"/> Emergency <input type="checkbox"/> Special Procurement <input type="checkbox"/> Other (specify) _____

AGENCY INFORMATION	
14. Name of agency: Economic Development Corp	15. Requisition Number: 0000009446

16. Address: IN Economic Development Corp Central Office 1 N CAPITAL AVE STE 700 I NDIANAPOLIS, IN 46204-2040
--

AGENCY CONTACT INFORMATION	
17. Name: Glenda Reitz	18. Telephone #: 317.447.2617

19. E-mail address greitz@iedc.in.gov
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COURIER INFORMATION	
20. Name: Glenda Reitz	21. Telephone #: 317.447.2617

22. E-mail address: greitz@iedc.in.gov

VENDOR INFORMATION	
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23. Vendor ID Number: 0000294754

24. Name: Battery Innovation Center Inc (BIC)	25. Telephone #: N/A
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26. Address: 7970 S. Energy Dr Newberry IN 47449
--

27. E-mail address: bwrightsman@bicindiana.com

28. Is the vendor registered with the Secretary of State? (<i>Out of State Corporations, must be registered</i>) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
--

29. Primary Vendor: M/WBE/IN-Veteran	30. Primary Vendor Percentages:
Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No IN-Veteran: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	100 %

31. Sub Vendor: M/WBE/IN-Veteran	32. If yes, list the %:
Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No IN-Veteran: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Minority: _____ % Women: _____ % IN-Veteran: _____ %

33. Is there Renewal Language in the document? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	34. Is there a "Termination for Convenience" clause in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
---	---

35. Will the attached document involve data processing or telecommunications systems(s)? <input type="checkbox"/> Yes: IOT or Delegate has signed off on contract

36. Statutory Authority (<i>Cite applicable Indiana or Federal Codes</i>): IC 5-28-5-12 and IC 5-28-6-1
--

37. (Description of work & justification for spending money.) The IEDC has been working with Amazon Web Services (AWS) and Energy Systems Network to develop and implement a first-of-its-kind "Energy INsights" initiative to leverage data science and artificial intelligence (AI) to save Indiana's manufacturing industry as much as \$1B in energy costs. To accomplish this goal, ESN will work with AWS, EMC2, and other stakeholders to engage with 500 manufacturing sites across Indiana and integrate an AWS connected factory platform that will gather data from legacy factory energy management systems and use AI/data analytics to further optimize resource efficiency. The funding will be used to cover ESN's personnel and travel and for BIC's Industry Incubate-Grow-Attract Matching Fund & Driving Innovation, Training, First Responder.

38. Justification of vendor selection and determination of price reasonableness Project # 423613

39. If this contract is submitted late, please explain why: (<i>Required if more than 30 days late.</i>)
--

40. Agency fiscal officer or representative approval <i>Robert J. Oglin</i>	41. Date Approved 05/19/2022	42. Budget agency approval <i>Jasmine Williams</i>	43. Date Approved 5/27/2022
44. Attorney General's Office approval	45. Date Approved	46. Agency representative receiving from AG	47. Date Approved

FIRST AMENDMENT

This Amendment (the "**First Amendment**") to the Agreement between the **INDIANA ECONOMIC DEVELOPMENT CORPORATION** (the "**IEDC**") and **BATTERY INNOVATION CENTER INSTITUTE, INC.** (the "**Contractor**").

RECITALS

WHEREAS, the IEDC and the Contractor previously entered into that certain Grant Agreement, which commenced on March 1st, 2022 (the "**Original Agreement**");

WHEREAS, the IEDC and the Contractor desire to amend the Original Agreement's scope and consideration so that the Contractor may provide the IEDC with additional services;

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

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

EFFECTIVE DATE

1. This First Amendment shall take effect on May 9, 2022 ("**Effective Date**").

AMENDMENT

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

1. Purpose of this Grant Agreement; Funding Source. The purpose of this Grant Agreement is to enable the IEDC to award a Grant of \$ **5,472,000.00** (the "Grant") to the Grantee for eligible costs of the services or project (the "Project") described in **Exhibits A and B** of this Grant Agreement, which are incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

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

5. Grant Funding.

A. The IEDC shall fund this Grant in the amount of \$5,472,000.00. The approved Project Budget is set forth in **Exhibits A and B** of this Grant Agreement, attached hereto and incorporated herein. The Grantee shall not spend more than the amount for each line item in the Project Budget without the prior written consent of the State, nor shall the Project costs funded by this

Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.

4. The attached Exhibit B is attached and incorporated herein and attached hereto.
5. The parties hereby agree that 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 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.

Signatures on Following Page – Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, the Contractor and the IEDC have, through duly authorized representatives, entered into this First Amendment. The Parties, having read and understand the foregoing terms of this First Amendment, do by their respective signatures dated below hereby agree to the terms thereof.

BATTERY INNOVATION CENTER INSTITUTE, INC.



Signature

Benjamin M. Wrightsman
Printed Name and Position/Title

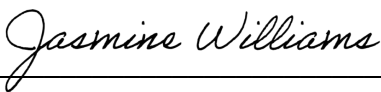
Date: _____ 05/11/2022 _____

INDIANA ECONOMIC DEVELOPMENT CORPORATION, INC.

David Rosenberg, Executive Vice President

(Digital Signature Stamp Below)

STATE BUDGET AGENCY

 on behalf of

Zachary Q. Jackson, Director

Date: _____ 5/27/2022 _____

EXHIBIT B

BIC (in partnership with ESN) will engage a leading national or global law firm that has grant writing, project management, and RFP response strategy experience that can assist the state and the state's consortium partners in the assessment, pursuit, and submission of a proposal in response to the Department of Energy's Hydrogen Hub program.

Budget

The engagement described in this Exhibit B shall have a not-to-exceed amount of \$500,000 in furtherance of this initiative.



EXECUTIVE DOCUMENT SUMMARY

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: A293-2-21 Fund-10300	2. Date prepared: 4/7/2022
--	-------------------------------

3. CONTRACTS & LEASES

<input type="checkbox"/> Professional/Personal Services	<input type="checkbox"/> Contract for procured Services
<input checked="" type="checkbox"/> Grant	<input type="checkbox"/> Maintenance
<input type="checkbox"/> Lease	<input type="checkbox"/> License Agreement
<input type="checkbox"/> Attorney	<input type="checkbox"/> Amendment# _____
<input type="checkbox"/> MOU	<input type="checkbox"/> Renewal # _____
<input type="checkbox"/> QPA	<input type="checkbox"/> Other _____

FISCAL INFORMATION

4. Account Number: 43010-52900.573100	5. Account Name: 21FUND
6. Total amount this action: \$4,972,000.00	7. New contract total: \$4,972,000.00
8. Revenue generated this action: \$0.0	9. Revenue generated total contract: \$0.0
10. New total amount for each fiscal year:	
Year 2022 \$1,971,667.00	Year _____ \$ _____
Year 2023 \$3,000,333.00	Year _____ \$ _____
Year _____ \$ _____	Year _____ \$ _____
Year _____ \$ _____	Year _____ \$ _____
Year _____ \$ _____	Year _____ \$ _____

TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year) 03/01/2022	12. To (month, day, year): 02/28/2024
13. Method of source selection:	
<input type="checkbox"/> Bid/Quotation	<input checked="" type="checkbox"/> Negotiated
<input type="checkbox"/> RFP # _____	<input type="checkbox"/> Emergency
	<input type="checkbox"/> Special Procurement
	<input type="checkbox"/> Other (specify) _____

AGENCY INFORMATION

14. Name of agency: Economic Development Corp	15. Requisition Number: 0000009359
16. Address: IN Economic Development Corp Central Office 1 N CAPITAL AVE STE 700 I NDIANAPOLIS, IN 46204-2040	

AGENCY CONTACT INFORMATION

17. Name: Glenda Reitz	18. Telephone #: 317.447.2617
19. E-mail address greitz@iedc.in.gov	

COURIER INFORMATION

20. Name: Glenda Reitz	21. Telephone #: 317.447.2617
22. E-mail address: greitz@iedc.in.gov	

VENDOR INFORMATION

23. Vendor ID Number: 0000294754	
24. Name: Battery Innovation Center Inc (BIC)	25. Telephone #: N/A
26. Address: 7970 S. Energy Dr Newberry IN 47449	
27. E-mail address: bwrightsman@bicindiana.com	

28. Is the vendor registered with the Secretary of State? (<i>Out of State Corporations, must be registered</i>) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
--	--

29. Primary Vendor: M/WBE/IN-Veteran Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No IN-Veteran: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	30. Primary Vendor Percentages: 100 %
--	--

31. Sub Vendor: M/WBE/IN-Veteran Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No IN-Veteran: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	32. If yes, list the %: Minority: _____ % Women: _____ % IN-Veteran: _____ %
--	---

33. Is there Renewal Language in the document? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	34. Is there a "Termination for Convenience" clause in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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35. Will the attached document involve data processing or telecommunications systems(s)? <input type="checkbox"/> Yes: IOT or Delegate has signed off on contract

36. Statutory Authority (<i>Cite applicable Indiana or Federal Codes</i>): IC 5-28-5-12 and IC 5-28-6-1
--

37. (Description of work & justification for spending money.) The IEDC has been working with Amazon Web Services (AWS) and Energy Systems Network to develop and implement a first-of-its-kind "Energy INsights" initiative to leverage data science and artificial intelligence (AI) to save Indiana's manufacturing industry as much as \$1B in energy costs. To accomplish this goal, ESN will work with AWS, EMC2, and other stakeholders to engage with 500 manufacturing sites across Indiana and integrate an AWS connected factory platform that will gather data from legacy factory energy management systems and use AI/data analytics to further optimize resource efficiency. The funding will be used to cover ESN's personnel and travel and for BIC's Industry Incubate-Grow-Attract Matching Fund & Driving Innovation, Training, First Responder.

38. Justification of vendor selection and determination of price reasonableness:

Item #4 continued - \$250,000.00 - 17051-52000.573100 & \$2,030,000.00 - 43010-52900.573100 Project # 423613

39. If this contract is submitted late, please explain why: (<i>Required if more than 30 days late.</i>)
--

40. Agency fiscal officer or representative approval <i>Robert J. Oglin</i>	41. Date Approved 04/14/2022	42. Budget agency approval <i>Jasmine Williams</i>	43. Date Approved 4/28/2022
44. Attorney General's Office approval	45. Date Approved	46. Agency representative receiving from AG	47. Date Approved

GRANT AGREEMENT

This Grant Agreement (this “Grant Agreement”), entered into by and between **INDIANA ECONOMIC DEVELOPMENT CORPORATION** (the “**IEDC**”) and **BATTERY INNOVATION CENTER INSTITUTE, INC.** (the “**Grantee**”), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Grant Agreement; Funding Source. The purpose of this Grant Agreement is to enable the IEDC to award a Grant of \$ **4,972,000.00** (the “Grant”) to the Grantee for eligible costs of the services or project (the “Project”) described in **Exhibit A** of this Grant Agreement, which are incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

2. Representations and Warranties of the Grantee.

A. The Grantee expressly represents and warrants to the IEDC that it is statutorily eligible to receive these Grant funds and that the information set forth in its Grant Application is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.

B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term “principal” for purposes of this Grant Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

3. Implementation of and Reporting on the Project.

A. Using commercially reasonable efforts, the Grantee shall implement and complete the Project in accordance with **Exhibit A** and with the plans and specifications contained in its Grant Application, which is on file with the IEDC and is incorporated by reference. Modification of the Project shall require prior written approval of the State.

B. The Grantee shall submit to the IEDC written progress reports until the completion of the Project. These reports shall be submitted on a monthly basis and shall contain such detail of progress or performance on the Project as is requested by the State.

4. Term. This Grant Agreement commences on March 1, 2022 and shall remain in effect through February 28, 2024. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and as permitted by state or federal laws governing this Grant.

5. Grant Funding.

A. The IEDC shall fund this Grant in the amount of \$4,972,000.00 The approved Project Budget is set forth as **Exhibit A** of this Grant Agreement, attached hereto and incorporated herein. The Grantee shall not spend more than the amount for each line item in the Project Budget without the prior written consent of the State, nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.

B. The disbursement of Grant funds to the Grantee shall not be made until all documentary materials required by this Grant Agreement have been received and approved by the IEDC and this Grant Agreement has been fully approved by the State.

6. Payment of Claims.

A. If advance payment of all or a portion of the Grant funds is permitted by statute or regulation, and the IEDC agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide State with a reconciliation of those expenditures. Otherwise, all payments shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures. As required by IC § 4-13-2-14.8, all payments will be by the direct deposit by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Indiana Auditor of State.

B. Requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State. Such Claim Vouchers must be submitted with the budget expenditure report detailing disbursements of state, local and/or private funds by project budget line items.

C. The IEDC may require evidence furnished by the Grantee that substantial progress has been made toward completion of the portion of the Project requested in the applicable Claim Voucher prior to making the first payment under this Grant. All payments are subject to the State's determination that the Grantee's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.

D. Claims shall be submitted to the IEDC within thirty (30) calendar days following the end of the month in which work on or for the Project was performed. The IEDC has the discretion, and reserves the right, to NOT pay any claims submitted later than sixty (60) calendar days following the end of the month in which the services were provided. All final claims and reports must be submitted to the IEDC within sixty (60) calendar days after the expiration or termination of this agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied. Claims may be submitted on a monthly only. If Grant funds have been advanced and are unexpended at the time that the final claim is submitted, all such unexpended Grant funds must be returned to the State.

E. Claims must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

7. Project Monitoring by the State. The IEDC may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to the IEDC or its authorized designees for the purpose of determining, among other things:

- A. whether Project activities are consistent with those set forth in **Exhibit A**, the Grant Application, and the terms and conditions of the Grant Agreement;
- B. the actual expenditure of state, local and/or private funds expended to date on the Project is in conformity with the amounts for each Budget line item as set forth in **Exhibit A** and that unpaid costs have been properly accrued;
- C. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

8. Compliance with Audit and Reporting Requirements; Maintenance of Records.

A. The Grantee shall submit to an audit of funds paid through this Grant Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the IEDC or its authorized designee. Copies shall be furnished to the IEDC at no cost

B. If the Grantee is a “subrecipient” of federal grant funds under 2 C.F.R. 200.330, Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.* if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements).

C. If the Grantee is a non-governmental unit, the Grantee shall file the Form E-1 annual financial report required by IC § 5-11-1-4. The E-1 entity annual financial report will be used to determine audit requirements applicable to non-governmental units under IC § 5-11-1-9. Audits required under this section must comply with the IEDC Board of Accounts *Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources*, https://www.in.gov/sboa/files/erfa_2016.pdf.

9. Compliance with Laws.

A. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated

by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the IEDC and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.

B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the IEDC as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Grant Agreement.** If the Grantee is not familiar with these ethical requirements, the Grantee 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 Grantee or its agents violate any applicable ethical standards, the IEDC may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

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

D. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the IEDC of any such actions. During the term of such actions, the Grantee agrees that the IEDC may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the IEDC or its agencies, and the IEDC decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the IEDC may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.

F. The Grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

G. As required by IC § 5-22-3-7:

(1)The Grantee and any principals of the Grantee certify that:

(A) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC § 24-4.7 [Telephone Solicitation Of Consumers];

(ii) IC § 24-5-12 [Telephone Solicitations]; or

(iii) IC § 24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and

(B) the Grantee will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement, even if IC §24-4.7 is preempted by federal law.

(2)The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement even if IC § 24-4.7 is preempted by federal law.

10. Debarment and Suspension.

A. The Grantee certifies by entering into this Grant Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant by any federal agency or by any department, agency or political subdivision of the State. The term “principal” for purposes of this Grant Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

B. The Grantee certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Grantee shall immediately notify the IEDC if any subcontractor becomes debarred or suspended, and shall, at the State’s request, take all steps required by the IEDC to terminate its contractual relationship with the subcontractor for work to be performed under this Grant Agreement.

11. Drug-Free Workplace Certification. As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the IEDC within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the IEDC of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Grant Agreement is in excess of \$25,000.00, the Grantee certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. {omitted}
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will: (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- D. Notifying in writing the IEDC within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

12. Employment Eligibility Verification. As required by IC § 22-5-1.7, the Grantee hereby swears or affirms under the penalties of perjury that:

- A. The Grantee has enrolled and is participating in a background check program;
- B. The Grantee has provided documentation to the IEDC that it has enrolled and is participating in a background check program;
- C. The Grantee does not knowingly employ an unauthorized alien.
- D. The Grantee shall require its contractors who perform work under this Grant Agreement to certify to Grantee that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is

participating in a background check program. The Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor.

The IEDC may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

13. Funding Cancellation. As required by Financial Management Circular 2007-1 and IC § 5-22-17-5, 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 Grant Agreement, it shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive. Grantee shall be entitled to reimbursement for any funds related to the Project which were completed by Grantee prior to the cancellation of this Grant Agreement.

14. Governing Law. This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

15. Information Technology Accessibility Standards. Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended. The federal Electronic and Information Technology Accessibility Standards can be found at: <http://www.access-board.gov/508.htm>.

16. Insurance. The Grantee shall maintain insurance with coverages and in such amount as may be required by the IEDC or as provided in its Grant Application.

17. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Grantee understands that the IEDC is a recipient of federal funds, and therefore, where applicable, Grantee and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

18. Notice to Parties. Whenever any notice, statement or other communication is required under this Grant, it will be sent by E-mail or first class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. INDIANA ECONOMIC DEVELOPMENT CORPORATION

Attn: General Counsel
One North Capitol Avenue, Suite 700
Indianapolis, IN 46204-2288
reports@iedc.in.gov

B. Notices to the Grantee shall be sent to:

__ Battery Innovation Center Institute, Inc. _____
__ 7970 S. Energy Dr. _____
__ Newberry, IN 47449 _____
__ Attn: President & CEO _____
E-mail: __ben.wrightsmen@bicindiana.com _____

As required by IC § 4-13-2-14.8, payments to the Grantee shall be made via electronic funds transfer in accordance with instructions filed by the Grantee with the Indiana Auditor of State.

19. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or state law, including those identified in paragraph 9, above, (2) this Grant Agreement, (3) Exhibits prepared by the IEDC, (4) Invitation to Apply for Grant; (5) the Grant Application; and (6) Exhibits prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

20. Public Record. The Grantee acknowledges that the IEDC will not treat this Grant as containing confidential information, and will post this Grant on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Grant shall not be considered an act of the State.

21. Termination for Breach.

A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the IEDC to suspend grant payments, and to suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.

B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the IEDC all funds not spent in conformance with this Grant Agreement.

22. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award of the Grant, this Grant Agreement may be terminated, in whole or in part, by the IEDC whenever, for any reason, the IEDC determines that such termination is in the best interest of the State by giving thirty (30) days notice. Termination shall be effected by delivery to the Grantee

of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The IEDC will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

23. Travel. No expenses for travel will be reimbursed unless specifically authorized by this Grant.

24. Federal and State Third-Party Contract Provisions. If part of this Grant involves the payment of federal funds, the Grantee and, if applicable, its contractors shall comply with all relevant federal provisions.

25. Provision Applicable to Grants with tax-funded State Educational Institutions: “Separateness” of the Parties. The IEDC acknowledges and agrees that because of the unique nature of State Educational Institutions, the duties and responsibilities of the IEDC Educational Institution in these Standard Conditions for Grants are specific to the department or unit of the IEDC Educational Institution. The existence or status of any one contract or grant between the IEDC and the IEDC Educational Institution shall have no impact on the execution or performance of any other contract or grant and shall not form the basis for termination of any other contract or grant by either party.

26. Use of the IEDC Name; Public Relations & Marketing. The IEDC has not granted any rights to use its name, trademark, intellectual property, or logos. The Grantee 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. In all cases in 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.

All external facing communications related to this Agreement, including but not limited to marketing, public relations and social media materials and content, shall be developed in consultation with the IEDC and receive IEDC written approval prior to publication. Communications should include appropriate reference to the IEDC as an investor, partner and/or sponsor of the program or initiative that is the subject of this Grant, including the use of the IEDC logo and IEDC social media tags and reference to IEDC social media accounts. All communications required under this paragraph shall be sent to the IEDC Vice President of Marketing.

Non-Collusion, Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

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

BATTERY INNOVATION CENTER INSTITUTE, INC.

_____Benjamin M. Wrightsman_____President & CEO_____
NAME AND TITLE/POSITION

__________
Signature

_____Benjamin M. Wrightsman_____President & CEO_____
Printed Name and Position/Title

Date: _____04/04/2022_____

INDIANA ECONOMIC DEVELOPMENT CORPORATION

Bradley B. Chambers, Secretary of Commerce

(Digital Signature Stamp Below)

 4.4.2022

STATE BUDGET AGENCY

_____Jasmine Williams_____on behalf of_____

Zachary Q. Jackson
Director

Date: _____4/28/2022_____

EXHIBIT A



February 3, 2022

Mr. Dave Roberts
Chief Innovation Officer
Indiana Economic Development Corporation
One North Capital Ave, Suite 700
Indianapolis, IN 46204

Dear Mr. Roberts:

Central Indiana Corporate Partnership, Inc. (CICP) and the Battery Innovation Center (BIC) hereby submit this request for funding for the Innovation & Entrepreneurship Program of Energy Systems Network (ESN), a branded initiative of CICP and the BIC. Support from the Indiana Economic Development Corporation on behalf of ESN's and BIC's activities will support the implementation of five project activities supporting economic development in several industry sectors.

We appreciate the opportunity to submit this request and look forward to further discussions.

Sincerely,

Latoya Alexander Botteron
Chief Financial Officer/ Chief Operations Officer
Central Indiana Corporate Partnership, Inc.

Ben Wrightsman
President and CEO
Battery Innovation Center

IEDC Innovation & Entrepreneurship Program

Background

Energy Systems Network (ESN) plans to partner with the Battery Innovation Center (BIC) and the Indiana Economic Development Corporation (IEDC) to implement five project activities supporting economic development in several industry sectors – energy and advanced materials, smart transportation and logistics, and state of the art technology (data analytics, IoT, 5G, and automation). Each of the five projects will fulfill goals and amplify activities in three key economic development strategies:

- **Collaborate**: Execute commercial pilot projects that showcase Indiana technologies
- **Convene**: Industry engagement through technical summits, publications, and events
- **Grow and Attract**: Assist current and future Indiana companies to scale-up or expand into new markets

Furthermore, the proposed portfolio of projects will demonstrate Indiana’s leadership and innovative technical capabilities that align with five E’s (Environment, Economy of the Future, Entrepreneurship, Energy and External Engagement) that are the strategic focus of Indiana’s economic growth strategy.

ESN and the BIC have engaged with current and emerging industry partners to develop projects that build on our previous work in energy, mobility, and IoT sectors while ensuring that projects are cultivating new technology domains or business models. Collectively, these projects will make certain that Indiana continues to accelerate growth and economic development through technology commercialization, capital investment, job growth, and business expansion and attraction in prioritized high-tech sectors.

ESN and BIC’s proposed activities are as follows, including specific metrics and deliverables for each project. See Appendix A for a complete Gantt Chart of all proposed activities.

1. *Energy INsights Initiative*
2. *Together in Motion Indiana*
3. *Indiana Hydrogen Ecosystem Initiative*
4. *Driving INnovation Through SustalNment In Energy Storage*
5. *BIC Incubate, Grow, and Attract Industry Matching*

Proposed Activities and Projects

Energy INsights Initiative

PROJECT SUMMARY: The IEDC has been working with Amazon Web Services (AWS) and Energy Systems Network to develop and implement a first-of-its-kind “Energy INsights” initiative to leverage data science and artificial intelligence (AI) to save Indiana’s manufacturing industry as much as \$1B in energy costs (electricity, gas, water, etc.) over the next decade. To accomplish this goal, ESN will work with AWS, EMC2, and other stakeholders to engage with 500 manufacturing sites across Indiana and integrate an AWS connected factory platform that will gather data from legacy factory energy management systems and use AI/data analytics to further optimize resource efficiency. The result will be a reduction in energy costs of between 8-20% depending on the factory’s current efficiency of operations. Furthermore, it is expected that the participating manufacturers will see improvements in their Environmental, Social, and Governance (ESG) scores, which have become an important benchmark for maintaining and attracting customers and investors.

ESN has been working with the IEDC, AWS, EMC2, planning the details of the Energy INsights initiative, and determined that running an initial pilot phase will be essential to successful full-program development and deployment. The pilot started in August 2021 with four companies: Cummins, AM General, Amatrol, and Fort Wayne Metals, with the latter two being manufacturing readiness grant recipients. The pilot’s objective is to create a Minimum Viable Product (MVP) to be deployed state-wide to help Indiana manufacturers easily start their industry 4.0 journeys and rip the benefits of getting meaningful insights from their data. ESN will report and analyze the final pilot results in early 2022 and support the creation of a case study.

The state plans to launch the next stage of this project by enrolling 100 companies in 2022 to reach 500 manufacturers over the next five years. ESN will manage the company outreach and engagement, coordinate stakeholder collaboration, and provide day to day project management oversight in close coordination with EMC2 to gather 100 participants in 2022 and beyond. In addition, ESN will oversee overall project management for the initiative, tracking metrics like companies enrolled per quarter and the quantified energy savings each company is achieving. ESN will include in its reports to the IEDC a summary of these metrics. Project management by ESN will also include coordinating the efforts with the academic institutions and the linkage with the AnalytiXIN manufacturing data asset.

ESN activities will include:

- Develop a model for company selection criteria and a database of potential companies to engage. ESN will continue to manage the company database to support participant selection beyond 2022.
- Develop a checklist companies will need to complete and agree with to participate in the initiative.
- Manage the initial engagement with the companies. ESN will work closely with EMC2 on officially enrolling the selected companies in the initiative.

- Engage its sister CICIP branded sector initiative, Conexus, as needed as part of the company selection and engagement process
- Coordinate and staff weekly stakeholder meetings and onboarding of new stakeholders
- Lead overall strategic project management and coordination among prime partners IEDC, AWS, ESN, EMC2
- Seek ways to align Energy Insights with the AnalitixIN Initiative being coordinated by CICIP.

Proposed Partners:

Cummins, ITOCHU, Purdue University, NineTwelve/EMC2, AWS, DT4o, Cirrus Link, Inductive Automation, Opto 22, etc.

Milestones, Metrics, and Deliverables:

Milestone 1: Create company criteria and selection model – Months 0-1

- Metric: Develop materials that can be used to select companies for MVP deployment
- Deliverable: Produce a list of 100+ companies that could be targeted for 2022

Milestone 2: Generate materials to share with potential companies for engagement - Months 1-2

- Metric: Create marketing materials and checklist for companies to review and agree upon
- Deliverable: Enable faster implementation by companies knowing in advance the items they need to agree and execute on

Milestone 3: Engage 100+ companies for participation in the rollout- Months 2-12

- Metric: Coordinate outreach and engagement with 100+ potential participating companies
- Deliverable: Create awareness of the initiative and help guide companies to enroll in the initiative

Milestone 4: Project management and tracking - Months 2-24

- Metric: Facilitate meetings and events, and track progress to support initiative rollout
- Deliverable: Quarterly reports including numbers of companies enrolled and energy savings achieved year-to-date

Milestone 5: Support long term rollout initiative to 500+ companies – Months 12-24

- Metric: Develop a list of metrics and variables indicating likelihood of interest and success for 500+ potential companies for engagement in the program
- Deliverable: Develop a program expansion plan containing metrics, processes, and SOW to enroll 100s of companies in 2023 and beyond

Together in Motion Indiana

PROJECT SUMMARY: ESN has been working with the Toyota Mobility Foundation (TMF) for three years to conceptualize, define, develop, and deploy what was then known as the “Future Mobility District”, but is currently known as “Together in Motion – Indiana” (TiM). TiM is a framework and ambition to launch numerous, complementary advanced mobility technologies that can enhance communities’ abilities to travel.

The first TiM project has been focused on implementing autonomous vehicle transportation in support of public transit. Working with vendor operator May Mobility along with collaborators IUPUI and IndyGo, the project launched in June 2021 and has been serving to connect those traveling between and around IUPUI and the IndyGo RedLine. The second phase of the project launches in December 2021, whereby the half-dozen autonomous Lexus SUVs currently in downtown service will move to suburban Fishers. These autonomous SUVs will then operate for six months in Fishers in a complementary fashion to the first phase’s urban operations.

Beyond autonomous vehicles, TiM has also established a contactless delivery service that transports goods between providers and vendors in the Indianapolis region. Working with vendor operator UDELV, a Toyota Sienna minivan was retrofitted with UDELV’s proprietary hardware and began operations on November 5, 2021. Initial collaborators include Hatch for Hunger, Southeast Community Services, and the Indianapolis Public Library. Additional operations may be established as new prospective use cases and vendors are identified.

ESN and TMF are in discussions with the City of Fishers to build upon our existing relationship to deploy additional pilot projects, perhaps on and around Technology Drive. Examined technologies and solutions include advanced traffic management; curb digitization; micro-transit; and pedestrian vision. Additionally, TMF has recruited the intelligence and resources of Toyota Corporate to undertake a broader examination of plausible and available technologies. While the review is currently underway, initial thoughts include: H2 express shuttle bus to downtown Indianapolis; city fleet use of electric RAV4s; AV-assisted school bus operation; City scanning with on-board camera on school buses; Measure/scan/map city sidewalks, and pedestrian areas to develop a mobility score; multi-use electric chargers for not just EVs but also common household machines (i.e., lawnmowers, leaf blowers, etc.).

Finally, an opportunity has emerged to leverage TMF’s commitment to advance mobility technology pilots in the state with the state’s commitment to help communities undertake such (and other) projects through the READI initiative (<https://www.iedc.in.gov/program/indiana-readi/about>).

With support from and coordination with the IEDC, ESN has already facilitated two separate workshops in Ft. Wayne and Evansville that included both communities’ representatives as well as those from TMF, IEDC and ESN. The outcomes were positive yet preliminary, and no concrete projects have been developed. Separately, there seems to be genuine interest by TMF and IEDC to investigate and possibly establish a hydrogen corridor along I-69, possibly including Ft. Wayne, Evansville, Fishers and/or other cities. Workshops and discussions with other communities and stakeholders may be forthcoming as the opportunity is further investigated.

Proposed Partners:

Toyota Mobility Foundation, City of Fishers, City of Fort Wayne, City of Evansville, Regional Economic Development Organizations, Cummins, others TBD

Milestones, Metrics, and Deliverables:

Milestone 1: Partner Identification and Outreach – Months 0-6

- Metric: Engage at least four Indiana communities to secure interest in establishing TiM projects.
- Deliverable: Identification of prospective mobility projects and drafting of preliminary scoping documents.

Milestone 2: Partner/Stakeholder Meetings – Months 2-6

- Metric: Host TiM visioning, strategy, and planning meetings with engaged communities.
- Deliverable: Document outlining parties' roles, responsibilities, and tasks for developing prospective TiM pilot projects, as well as associated timeline.

Milestone 3: Implementation – Months 6-24

- Metric: Implement at least three (3) new TiM-affiliated mobility projects.
- Deliverable: Establishment and commencement of operation of three (3) TiM pilot projects.

Indiana Hydrogen Ecosystem Initiative

PROJECT SUMMARY: Over the last two years ESN has completed an extensive Indiana Hydrogen Ecosystem Report that details the economic, environmental, and innovation benefits of building out a hydrogen economy in Indiana. Hydrogen economy strategies and policies are becoming common place across the globe including in a number of US states (TX, OK, CA, etc.). Indiana has an opportunity to help shape and participate in this new energy marketplace drawing on some competitive advantages that exist in the state including a robust trucking and logistics industry and interstate highway network, large number of renewable energy developments (wind and solar) for green hydrogen production, access to an interstate ammonia pipeline, and a number of industrial use cases for hydrogen. Over the next two years ESN will lead the formation and begin the implementation of a hydrogen ecosystem pilot project that will move Indiana into a position of strategic leadership in demonstrating and validating this high growth global market opportunity.

The pilot project will focus on the following objectives:

- Recruit and secure commitment from companies that want to part of an Indiana Hydrogen Ecosystem program with the goal of developing a commercial scale green hydrogen production facility (goal of ~50 MW electrolyzer co-located with a solar or wind farm)
- Recruit and secure commitment from companies to develop small green ammonia plant on site (hydrogen to anhydrous ammonia)
Hydrogen corridor with H2 fueling station sites located along a major route in Indiana.

- Partnership with H2 fuel cell truck fleet pilots leveraging the Hydrogen corridor
- Identify what long term regulatory and policy tools are needed to support further expansion of Indiana hydrogen marketplace
- Coordinate pursuit of federal funding through DOE Hydrogen Hub program in partnership with IEDC, industry, and academia.
- Support Purdue research and analysis around the use of green hydrogen for industrial thermal needs, aviation fuels, and to green fertilizer to reduce CO2 footprint of ethanol.

Proposed Partners

Green Hydrogen Production Site: Cf Industries, Duke Energy, Koch Nitrogen, NuStar Pipeline, Avina, Hoosier Solar, Cummins, Itochu, BIC, Praxair

I-69 Hydrogen Corridor: Itochu, Toyota, Cummins, Avina, Andretti Group, BIC

Milestones, Metrics, and Deliverables:

Milestone 1: Partner Identification and Outreach – Months 0-6

- Metric: Secure commitment from at least four (4) companies with Indiana connections to participate through direct investment of capital and resources in the Hydrogen Ecosystem project.
- Deliverable: Project charter approved by partner companies

Milestone 2: Site Selection and Planning – Months 6-12

- Metric: Work with industry partners, state, and local government to determine and secure sites and complete preliminary planning for green hydrogen production and hydrogen fueling locations
- Deliverable: Detailed project development plan with site specific planning and linkages to potential federal funding opportunities

Milestone 3: Implementation – Months 12-24+

- Metric: Implement a ~50MW green hydrogen production site, 2-3 hydrogen fueling stations, and H2 truck pilot.
- Deliverable: Financial terms, contracts, and permitting completed

Driving INnovation Through SustaiNment In Energy Storage

PROJECT SUMMARY: Indiana has a long history and well-established bloodlines in the advanced energy storage sector. From the first hybrid electric car in the US built by Munson Company to brass era firsts from Waverly, Studebaker, and Elkhart Carriage, we have continued to build upon our heritage by being the home of the EV1 powertrain, and more recently, the establishment of the Battery Innovation Center. As we have been leading the charge for advanced energy storage, it is becoming increasingly critical that we need to ensure that we are not only one of the leaders at the forefront of these technologies but, even more, vital that we are looking at the entire energy storage life cycle. With the global deployment of electrification set to be full scale by 2030 or sooner here in the US (and already in scale in Asia and quickly Europe), we need to ensure these energy storage products are sustained through their full capability and life cycle. While most of the world has been focused on deployment, now we are turning towards what happens to these products after their first-use or final life? What products can be fixed and or reused? Where can they go next? For those which cannot be remanufactured or transitioned to 2nd+ life, how do we ensure they do not wind up in our landfills or discarded overseas? Finally, how do we responsibly recycle and dispose of products that have been through repair, reman, or second life+? Today the unfortunate solution is to “temporarily” landfill in low-cost regions while we create solutions. Massive landfilling of lead-acid batteries and electronics has helped us realize the unforeseen consequences of technology without a complete innovation through sustainment plan, and we must not repeat the same for electrification. Lastly, as part of the current state of deployments, we see a significant disparity in understanding responding and mitigating advanced energy storage products. Our first responders and supporting agents (fire, police, wrecking/salvage), among others, are ill-equipped to understand, handle, and remediate these products in the field. We must ensure a life-cycle awareness and outreach that captures their critical engagement.

To date, Battery Innovation Center and Energy Systems Network have been working on several key pilot projects to learn and identify opportunities and investigate the current opportunities within our current ecosystems. We have had successful first pilots on battery remanufacturing considerations with Cummins and Dorman, along with first life verifications for companies like Valvoline and Amazon. These pilots have paved the way to a valuable next set of proposed objectives, including:

- Develop a high-level strategy to ensure Indiana remains pre-imminent energy storage innovation, R&D, commercialization, and manufacturing. Identify policy, regulatory, and economic development tools that will allow Indiana to compete for and win energy storage business investment and expansion
- Developing a model for the balance of life ecosystem that can be replicated across the industry and adopted for the broad-scale deployment
- Collaborating with the newly formed Indiana EV Products Commission to support awareness and connectivity across an entire public-private sector of Indiana for our core assets and capabilities
- Hands-on training and technical growth to support the skill up of our existing workforce and influence the next generation necessary to support the ongoing deployment of these technologies.

- Engaging directly with first responders and their supporting agencies to build awareness, training, and hands-on workshops/training.
- Showcase and direct outreach of Indiana's capabilities to those within the state and outside the state to collaborate and convene more significant initiatives together
- Identifying vital strategic partners here in Indiana to architect and construct recycling and remanufacturing core capabilities that support local, national, and global objectives
- Convening capable organizations in the advanced energy space to push pilot+ proof of commercialization reuse of raw materials directly into next-generation energy storage products
- Establishment and acquisition of continued necessary capital equipment, resources, and next of industry capabilities to support Indiana, BIC, and ESN as key stakeholders in the advanced energy storage lifecycle.

BIC will perform on the necessary project technical details, project execution, project performance, asset and resource acquisition, operational requirements, and scaling. ESN provide industry engagement and outreach, assist with the project management, and collaborative reporting of these projects.

Proposed Partners:

Valvoline, Heritage Environmental Services, Retrieval Technologies, UL, Toyota, Dorman, Cummins, Unifrax, Recycling Coordinators, International Motorsports Safety Council, Morris Fire, International Association of Fire Chiefs, Indiana EV Commission.

Milestones, Metrics, and Deliverables:

Milestone 1: Key Partner Identification and Outreach - Months 0-3

- Metric: Engage at least two Indiana and 2 outside Indiana partners communities to secure interest in establishing project(s) to support the stated objectives.
- Deliverable: Identification of initial project(s) and drafting of preliminary scoping documents.

Milestone 2: Develop a High-Level Strategy to Maintain Leadership Position in Energy Storage - Months 3-6

- Metric: Gather input from at least 5 leading energy storage related companies in Indiana and beyond
- Deliverable: Create a strategic planning report (i.e., slides and charts) for IEDC leadership outlining policy, regulatory, and economic development tools that would increase Indiana's competitiveness in energy storage industry

Milestone 2: Generate Milestone Document and Supporting Companies- Months 3-6

- Metric: Create milestones and supporting sub-companies for inclusion in the projects
- Deliverable: Ensure up-front knowledge and buy-in to enable faster implementation of the projects to agree and execute on

Milestone 3: First Responder Engagements - Months 0-12

- Metric: Engage a minimum of 2 Indiana first responder agencies for training considerations/ participation in the rollout
- Deliverable: Support and create training course(s) for Indiana first responders

Milestone 4: Project management and Tracking - Months 0-24

- Metric: Facilitate meetings and events, and track progress to support objectives rollout
- Deliverable: Quarterly reports including numbers of companies enrolled and impact achieved year-to-date

Milestone 5: Standardized Life-Cycle Model - Months 0-24

- Metric: Facilitate meetings with objective partners to agree on generalized a model that is cross-industry relevant
- Deliverable: Combine model with EV commission findings to establish business development, outreach opportunities, along with Indiana's impact areas.

Milestone 6: Standardized Grading Model for Energy Storage - Months 0-24

- Metric: Facilitate meetings with objective partners to provide cross-industry concise recommendations and requirements for specific information that should follow an Energy Storage System (ESS) throughout its life cycle to include second life plus+ applications
- Deliverable: Through collaboration, create a publicly available whitepaper detailing ideal requirements for accessibility of historical data regarding initial characterization, validation, and certification; in use parameters and operational history; and application of relevant data to enable better overall energy storage usage ecosystem considerations and adoption.

Milestone 7: Electrochemical Performance of Second Life+ Cells - Months 0-24

- Metric: Engage partners for experimentation to compare the electrochemical performance of new vs. remanufactured cells, ideally of varied chemistries. Baseline SOA (State of Art) next critical paths as early as possible to speed rapid development and capabilities. Relay learnings and awareness to both partners and industry.
- Deliverable: Reporting via BIC's Energy Storage Short course and/or whitepaper, including incorporating electrochemical test data with cell build meta-data into internal and external reporting systems.

BIC Incubate, Grow, and Attract Industry Matching

PROJECT SUMMARY: The BIC alongside IEDC's support will continue the rapid acceleration of technology development and business creation in the energy storage sector in Indiana and globally. To achieve our goals in an efficient and deliberate manner, the teams will execute projects through start-up, scale-up, prototype development, and proof of commercialization efforts with clearly defined ownership and responsibilities for timely execution of the industry partners involved. This will build upon the rich history and rapidly expanding opportunities that exist here in Indiana. The project areas addressed will establish the following local and global impacts:

- Energy/battery technology that meets, complements, or exceeds current available resources
- Building upon the reputation and key role P3s play in the technology sector
- Bringing further battery technology to support Advanced Manufacturing, IoT, 5G, Life/Biosciences, and other emerging and known sectors in Indiana
- Security and resiliency assurance for our military
- Battery technology scale-ups and joint ventures
- Ensuring Indiana is a global energy technology leader
- Job creation related to these new energy technology capabilities
- Increasing incubation and relocation opportunities for associated companies and products
- BIC, ESN, and the state of Indiana recognized as industry experts in global energy technology
- Expanding center of excellence for advanced battery manufacturing
- Rapid and deliberate expansion of technologies revolutionizing the global energy needs.

This project continuation will focus on matching capabilities and funding (capex, training/outreach, facilities, equipment, materials, and/or labor at 1:1 or greater) with a focus on matching investments by companies that have a clear interest in job creation or expansion in Indiana. This is unique for identified partners as their investment will go further, and the matchup of expertise can more quickly develop the products necessary. We will also explore complementary supporting technologies as identified by our partners critical to energy storage including solar, hydrogen/fuel cell, advanced membranes, composites, alternative storage, and supporting materials science.


Initial Proposed Partners:

EnPower, Unifrax, Valvoline, 10-9, Cummins, Ateios, BrighVolt, Ford, Lyten Energy. More partners are expected to be added as they are identified. The BIC will also collaborate with NSWC Crane, Notre Dame, Indiana University, and Purdue University among other Indiana firms/institutions to establish key technologies in support. New partners will be identified during continued exploration of emerging markets, expanded business development, and/or existing joint ventures or spinoffs.

Milestones, Metrics, and Deliverables:

Milestone 1: Targeted List of Initial Firms – Months 0-3

- Metric: Research and identify companies and projects for expansion in or relocation to Indiana.

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- Deliverable: Initial target list of companies for attraction, incubation and retention.

Milestone 2: Targeted List of Indiana Firms and Key Technology Needs – Months 0-6

- Metric: Research and identify necessary technologies supporting energy growth needs
- Deliverable: A list of targeted technologies for business development efforts and project recruitment.

Milestone 3: Continued Engagement and Identification of Development Opportunities – Months 3-24

- Metric: Demonstrable, continued engagement with companies that present economic development opportunities and identification of additions to list of firms initially targeted.
- Deliverable: Introduction of eight or more firms and/or opportunities to IEDC officials along with appropriate LEDO's.

Milestone 4: Project outcomes and opportunities - Months 0-24

Metric: Publishing and continual updates of the engaged firms and associated projects.

Deliverable: Regular, publishable updates including project wins/successes for public usage and reporting by IEDC, BIC, ESN

Budget

ESN + BIC IEDC Budget
March 1, 2022 - February 28, 2024

	2022	2023	2024	Total
Personnel and Contract Services	\$ 1,125,000	\$ 1,395,833	\$ 234,167	\$ 2,755,000
Subtotal Personnel and Contract Services	\$ 1,125,000.00	\$ 1,395,833	\$ 234,167	\$ 2,755,000
Travel	\$ 30,000	\$ 36,000	\$ 6,000	\$ 72,000
G&A	\$ 66,667	\$ 88,333	\$ 15,000	\$ 170,000
Subtotal Operations	\$ 96,667	\$ 124,333	\$ 21,000	\$ 242,000
Total ESN	\$ 1,221,667	\$ 1,520,167	\$ 255,167	\$ 2,997,000
BIC Industry Incubate-Grow-Attract Matching Fund & Driving Innovation, Training, First Responder	\$ 750,000	\$ 875,000	\$ 350,000	\$ 1,975,000
Total BIC	\$ 750,000	\$ 875,000	\$ 350,000	\$ 1,975,000
Total ESN + BIC Combined Grant Request				\$ 4,972,000



Valvoline LLC

Roger England
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January 19, 2022

David Roberts
Chief Innovation Officer
Indiana Economic Development Corporation (IEDC)
1 N Capitol Ave
Indianapolis, IN 46204

Dear David and IEDC Board,

It is our pleasure to formally support BIC's application to the IEDC's matching grant program for 2022-23 which directly matches innovation, outreach, training, incubation, and job growth in support of our industry and company. BIC's recent support of Valvoline has been centered around the development of technology and processes for the testing, rebuilding, and performance validation of reconditioned hybrid battery packs.

The Battery Innovation Center's (BIC; Newberry IN) involvement with the Valvoline hybrid vehicle battery project has led to key developments such as the construction of automated testing platforms and discerning key metrics that are critical the success of the Valvoline project going forward.

At Valvoline, we are focused on growing our capability related to the electrification of transportation, and our work with BIC is one of our major efforts in this a direction.

We look forward to continuing our work with the Battery Innovation Center in partnership with the IEDC to fast track our business development, support strategic innovation, incubate key technologies and personnel, upskill the current and next generation workforce, hire and train personnel, build and share key knowledge around electrification, grow our mutual regions and organizations, and collaboratively focus on strategic and industry leading advanced energy commercialization opportunities.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. England', written over a white background.

Roger Dale England, PhD
Vice President and Chief R&D Officer
Valvoline, Inc.
100 Valvoline Way
Lexington, KY 40509



January 21, 2022

David Roberts
Chief Innovation Officer
Indiana Economic Development Corporation (IEDC)
1 N Capitol Ave
Indianapolis, IN 46204

Dear David and IEDC Board,

It is our pleasure to formally support BIC's application to the IEDC's matching grant program for 2022-23 which directly matches innovation, outreach, training, incubation, and job growth in support of our industry and company. BIC's support of Cummins has been centered around workforce development, lab capital advisory, product commercialization support, hiring outreach, and leveraging the supply chain network. The Battery Innovation Center's (BIC; Newberry IN) involvement with Cummins has directly resulted in 400+ trained work force (since 2018), new HSE approved laboratories, new products, and new people.

At Cummins, we are focused on **making people's lives better by powering a more prosperous world and innovating for our customers to power their success.** This includes our commitment to Planet 2050 which has Cummins moving towards carbon neutrality by the middle of this century. The continued evolution of battery technology and manufacturing will play a key role for a carbon neutral future.

We look forward to continuing to work with the Battery Innovation Center in partnership with the IEDC to fast track our progress, support strategic innovation, incubate key technologies and personnel, upskill the current and next generation workforce, hire and train capable personnel, build and share key knowledge around electrification, grow our mutual regions and organizations, and collaboratively focus on strategic and industry leading advanced energy commercialization opportunities.

Sincerely,

A handwritten signature in black ink that reads 'Gary L. Parker'.

Gary L. Parker
Director of Engineering Programs
New Power Business Unit
Cummins, Inc.

January 24, 2022

David Roberts
Chief Innovation Officer
Indiana Economic Development Corporation (IEDC)
1 N Capitol Ave
Indianapolis, IN 46204

Dear David and IEDC Board,

It is our pleasure to formally support BIC's application to the IEDC's matching grant program for 2022-23 which directly matches innovation, outreach, training, incubation, and job growth in support of our industry and company. BIC's support of Ten-Nine Technologies has been centered around helping us to understand key properties of our novel nanomaterials that result in improved performance in both primary and secondary lithium batteries. The support of the BIC has been key to developing our go-to-market commercialization strategy, which we are now executing for entry into the primary battery market in 2022 and the secondary battery market in 2025. The technical results we have documented at the BIC have led to evaluation trials with a major battery manufacturer and a major player in the eVTOL space as well as engagement with OEMs across the battery industry from medical devices to automotive. The training provided by the BIC (through the Energy Storage Short Courses) has been particularly important and is part of the Year 1 experience of nearly every Ten-Nine Technologies employee. BIC's guidance on battery best practices along with their connection to a vast network of partners has also been a significant part of Ten-Nine's trajectory.

The Battery Innovation Center's (BIC; Newberry IN) involvement with Ten-Nine Technologies has directly resulted in

- Training provided to 8 Ten-Nine Technologies employees

- 2 patents granted

- 4 patent filings

- Engineering and support work with two additional Indiana companies

- 1 direct hire in Indiana

At Ten-Nine Technologies we are focused on developing new battery nanomaterials that not only improve performance of primary and secondary batteries but also reduce the environmental impacts of batteries by using non-toxic, sustainably sourced precursors in our material synthesis. In a third-part review, the cradle to gate emissions of TENIX are half that of other cathode materials. Based on external feedback from interested parties, we are currently focusing on scaling up our secondary battery systems to acquire additional data for electric vehicle, electric plane, and grid energy storage applications which includes larger cell builds, rate validation, and abusive testing, all of which we intend to do in collaboration with the BIC.

We look forward to continuing to work with the Battery Innovation Center in partnership with the IEDC to fast track our progress, support strategic innovation, incubate key technologies and personnel, upskill the current and next generation workforce, hire and train capable personnel, build and share key knowledge around electrification, grow our mutual regions and organizations, and collaboratively focus on strategic and industry leading advanced energy commercialization opportunities.

Sincerely,



Paige Johnson
CEO, Ten-Nine Technologies