

**FOURTH AMENDMENT TO ECONOMIC DEVELOPMENT AGREEMENT BY  
AND AMONG THE CITY OF FISHERS, CITY OF FISHERS  
REDEVELOPMENT COMMISSION, FISHERS TOWN HALL BUILDING  
CORPORATION, GUIDESOFT, INC., KHI SOLUTIONS, INC., DOTSTAFF,  
LLC AND JJB GROUP, LLC**

THIS FOURTH AMENDMENT TO ECONOMIC DEVELOPMENT AGREEMENT ("Fourth Amendment") is made and entered into this 20th day of April, 2020 ("Effective Date") by and among the City of Fishers, Hamilton County, Indiana, an Indiana municipal corporation ("City"), City of Fishers Redevelopment Commission, a commission authorized and existing pursuant to Ind. Code § 36-7-14 *et. seq.* ("FRC"), the Fishers Town Hall Building Corporation, an Indiana not-for-profit corporation organized, existing and operating pursuant to Ind. Code §§ 23-7-1.1 and 36-7-14-12.2(a)(25) ("Corporation"), Guidesoft, Inc. d/b/a Knowledge Services, an Indiana corporation ("Knowledge Services"), KHI Solutions, Inc., an Indiana corporation ("KHI"), dotStaff, LLC, an Indiana limited liability company ("dotStaff"), and JJB Group, LLC ("JJB") as follows:

WHEREAS, for purposes of this Fourth Amendment (a) the name "Knowledge Services" shall collectively refer to Knowledge Services, KHI, dotStaff, JJB, and any other entity formed to carry out Knowledge Services' business in Indiana and satisfy Knowledge Services' obligations included in this Fourth Amendment, and (b) Knowledge Services, the City, Corporation and the FRC may be collectively referred to herein as the "Parties";

WHEREAS, in May, 2017, the City and Knowledge Services (except for JJB) entered into a certain Economic Development Agreement, as amended in June, 2018, by that certain First Amendment To Economic Development Agreement, as amended in March, 2019, by that certain Second Amendment To Economic Development Agreement, and as amended in September, 2019, by that certain Third Amendment To Economic Development Agreement (as amended, the "EDA" that set forth the Parties' obligations concerning development of a new office building on property generally located north of 106<sup>th</sup> Street and east of Interstate-69 and identified by property identification nos. 14-14-01-00-00-009.002, 15-14-01-00-00-009.003 and 15-14-01-00-00-009.000 (the "Initial Site");

WHEREAS, Knowledge Services has now determined that it can more cost effectively acquire and improve a commercial property generally located at 9800 Crosspoint Boulevard, identified by property identification no. 15-14-12-00-03-005.000 and generally recognized within the Fishers community as the former headquarters of Marsh Supermarkets (the "Building" and together with the underlying real property and any other improvements, the "Site");

WHEREAS, Knowledge Services has requested less financial incentive from the City to complete its project at the new Site;

WHEREAS, as a result of the Parties' changed obligations and rights, the Parties desire that this Fourth Amendment supersede and replace in full the EDA and all provisions thereof; and

WHEREAS, the City, Corporation and FRC have determined that the new deals terms governing the Knowledge Services' project, as specifically set forth in this Fourth Amendment, are in the best interest of the citizens of the City, and, therefore, the City, Corporation and FRC desire to enter into this Fourth Amendment.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

### **ARTICLE I. RECITALS**

The representations, covenants and recitations set forth in the foregoing recitals are material to this Fourth Amendment and are hereby incorporated into and made a part of this Fourth Amendment as though they were fully set forth in this Article 1.

### **ARTICLE II. MUTUAL ASSISTANCE**

The Parties agree, subject to further proceedings required by law, to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications, as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Fourth Amendment and to aid and assist each other in carrying out said terms, provisions and intent of this Fourth Amendment.

### **ARTICLE III KNOWLEDGE SERVICES' OBLIGATIONS**

In consideration and as a material inducement for each of the City, Corporation and FRC fully satisfying its respective obligations included in Article IV below, Knowledge Services shall fully and completely satisfy each of the following:

- A. By or before March 20, 2020, purchase and acquire the Site;
- B. Invest not less than Four Million Dollars (\$4,000,000.00) in improvements to and personal property located at the Site (collectively, Article III(A) - (B), the "Development Commitment");
- C. By or before October 21, 2023 (the "Employment Date"), employ not less than four hundred (400) full time employees ("FTEs") from the Site and maintain not less than four hundred (400) FTEs for twelve (12) years commencing on May 10<sup>th</sup> of Year 1 of the real property tax abatement described in Article IV(B) (the "Term"); provided, however, the City and Knowledge Services acknowledge and agree that most services provided by Knowledge Services' FTEs are provided off-site, remotely and at Knowledge Services' clients' various locations. Accordingly, for purposes of this Fourth Amendment, the phrase "from the Site" shall mean that the Site serves as the FTE's administrative location of record, including, without limitation, that the number of FTEs shall be determined consistently with the annual full-time employment report required to be submitted to the State of Indiana by Knowledge Services pursuant to the Economic Development for a Growing Economy tax credit Agreement related to Knowledge Services' business operations (the "Employment Commitment");

D. By or before December 31, 2020, submit Construction Disbursement Statement(s) (as defined herein below) to the Building Corporation in the total amount of not less Five Hundred Thousand and no/100 Dollars (\$500,000.00) demonstrating that the Commercial Property Grant (as defined in the EDA) was used to construct, rehabilitate or repair the Site. For purposes of this Article III(D), "Construction Disbursement Statement" shall mean a written statement submitted by Knowledge Services to the Building Corporation in the form attached hereto as Exhibit A, which certification shall: (1) be prepared by Knowledge Services; and (2) be accompanied by: (a) a description of the work therein, (b) a summary of the expenses included in such Construction Disbursement Statement; and (c) all related invoices, lien releases, and/or other information reasonably necessary to establish the accuracy of the information set forth in the certification; and

E. Continue the current lease agreement pursuant to its specific terms with the lessor of space within the Building and attempt to lease the remaining portions of the Building.

#### **ARTICLE IV. ECONOMIC DEVELOPMENT INCENTIVES**

In consideration and as a material inducement for Knowledge Services fulfilling the Development Commitment and Employment Commitment, the City, FRC and Corporation, as applicable, shall provide the following incentives:

A. Pursuant to and consistent with Ind. Code § 6-1.1-12.1 *et. seq.*, the City shall cause the Site to be designated as an ERA and shall take the required procedural steps to grant the real and personal property tax abatements described in Article IV(B) and (C) below;

B. Authorize a ten (10) year real property tax abatement on new increment resulting from improvements made to the Site in the following amounts: Year 1: 100%; Year 2: 95%; Year 3: 80%; Year 4: 65%; Year 5: 50%; Year 6: 40%; Year 7: 30%; Year 8: 20%; Year 9: 10%; and Year 10: 5%; and

C. Authorize a ten (10) year personal property tax abatement on eligible personal property located at the Site in the following amounts: Year 1: 100%; Year 2: 90%; Year 3: 80%; Year 4: 70%; Year 5: 60%; Year 6: 50%; Year 7: 40%; Year 8: 30%; Year 9: 20%; and Year 10: 10% (jointly, Article IV(B) and (C), the "Abatement").

#### **ARTICLE V. COMPLIANCE REQUIREMENTS**

**Section 5.01. Compliance/CF-1 for Real Property and Personal Property.** By or before April 15th of each year of the Term, Knowledge Services shall file (a) certificates of compliance, Indiana Form CF-1/Real Property and CF-1/Personal Property with the City's legislative body and the Hamilton County Auditor showing the extent to which there has been compliance with the Statement of Benefits submitted for the project; and (b) a certified statement in the form attached hereto as Exhibit B ("Employment Commitment Certification") with the City's legislative body affirming that at all times during the Term, Knowledge Services has employed not less than four hundred (400) FTEs from the Site.

**Section 5.02. Additional Compliance Information.** Further, during the Term, the City may request information from Knowledge Services concerning its fulfillment of the Development Commitment and Employment Commitment, including, without limitation, the number of FTEs employed from the Site (individually or collectively, "Additional Compliance Information"), and Knowledge Services shall provide Additional Compliance Information within twenty (20) days of such request.

## **ARTICLE VI. INCENTIVE TERMINATION AND REIBURSEMENT REQUIREMENTS**

**Section 6.01. Abatement Termination.** If the City determines that Knowledge Services (a) has not or cannot reasonably satisfy the Development Commitment; (b) has not or cannot reasonably satisfy the Employment Commitment, including, without limitation, the obligation, at all times during the Term, to employ not less than four hundred (400) FTEs from the Site; or (c) Knowledge Services (i) ceases operations at the Site; or (ii) announces cessation of operations at the Site, the City may terminate the ERA designation, terminate the Abatement (or Knowledge Services' right to it) and/or seek reimbursement pursuant to **Section 6.03**. Notwithstanding the foregoing or anything in this Fourth Amendment to the contrary, in the event the City makes a determination of noncompliance under this **Section 6.01**, then prior to proceeding with a termination under **Section 6.02**, the City shall provide preliminary notice (the "Preliminary Notice") to Knowledge Services of such determination of noncompliance and an opportunity to meet with representatives of the City within fifteen (15) days after the date of the Preliminary Notice ("Notice Period") to discuss the City's determination and provide an opportunity for Knowledge Services to submit information regarding the reason for any shortfall or delay in the Development Commitment, Employment Commitment or cessation of operations, as applicable.

**Section 6.02. Abatement Hearing.** If (a) the City determines after meeting with Knowledge Services following issuance of the Preliminary Notice that the ERA designation or the Abatement should be terminated; or (b) Knowledge Services does not request a meeting within the Notice Period, the City shall give Knowledge Services final notice (the "Final Notice") of such determination and provide Knowledge Services an opportunity to appear at a City Council meeting to show cause why the ERA designation and/or the Abatement, as applicable, should not be terminated. Knowledge Services shall have fifteen (15) days from the date of the Final Notice to confirm that it desires to be added to the City Council's next agenda and to provide evidence concerning why the ERA designation or the Abatement should not be terminated. If the City Council adopts a resolution terminating the ERA designation and/or Abatement, Knowledge Services shall be entitled to appeal the determination to a Hamilton County Superior or Circuit Court.

**Section 6.03. Reimbursement of Abatement Savings.** Knowledge Services further acknowledges and agrees that fulfillment of the Employment Commitment, including, without limitation, the obligation, at all times to employ not less than four hundred (400) employees from the Site is a material inducement and consideration for the City's establishment of the ERA and approval of the Abatement. After the Employment Date, if Knowledge Services fails to continuously satisfy the Employment Commitment throughout the Term, the City shall be entitled to reimbursement for any year during which Knowledge Services was not continuously

compliant (whether determined by the City as a result of the CF-1, Employment Commitment Certification or Additional Compliance Information) in an amount calculated as follows: percentage of failure to comply x the total benefit received as a result of the Abatement during the year of non-compliance (“Reimbursement Amount”). For example, and without limitation, if Knowledge Services employs only three hundred (300) FTEs from the Site and Knowledge Services has received a benefit from the Abatement in the amount of One Hundred Thousand and no/Dollars (\$100,000.00) during years in which it was non-compliant with the Employment Commitment, the City is entitled to reimbursement in an amount equal to the product of the following:  $(100\% - (300/400)) \times \$100,000.00 = \$25,000.00$ .

If the City allows the Abatement to continue despite Knowledge Services’ not fully and continuously complying with the Employment Commitment, (a) it shall not be considered a waiver of the City’s right to seek the Reimbursement Amount; (b) the City shall be entitled to the Reimbursement Amount; and (c) the City shall provide (i) notice of its intent to seek the Reimbursement Amount; and (ii) Knowledge Services the opportunity to meet with the City within fifteen (15) days of such notice.

Notwithstanding the foregoing or anything contained herein to the contrary, the City shall not seek to recover and Knowledge Services shall not be liable for any Reimbursement Amount for a year during which Knowledge Services was determined to be continuously compliant with the Employment Commitment. For example, and without limitation, if Knowledge Services is determined compliant for Years 1-3 of the Abatement; Knowledge Services is not compliant in Year 4, and the City allows the Abatement to continue; and Knowledge Services does not comply with the Employment Commitment and the City terminates the abatement in Year 5, Knowledge Services shall be liable for the Reimbursement Amount for Years 4 and 5, only.

After providing the Reimbursement Notice and, if requested, meeting with Knowledge Services, if the City seeks the Reimbursement Amount pursuant to this Section 6.03, the City may submit an invoice to Knowledge Services for any Reimbursement Amount (“Reimbursement Notice”), and within thirty (30) days of submitting the Reimbursement Notice, Knowledge Services shall pay the Reimbursement Amount (the “Due Date”). If not paid in full by such Due Date, the Reimbursement Amount shall bear interest from the Due Date to the date of payment at the prime rate of interest, as reported in the Wall Street Journal, plus five percent (5%) per annum. The City shall further be entitled to its reasonable attorneys’ fees and other costs incurred collecting the Reimbursement Amount.

Knowledge Services’ obligation to repay the City pursuant this Section 6.03 shall survive termination of this Fourth Amendment.

## **ARTICLE VII. ASSESSMENTS**

Knowledge Services acknowledges and agrees that the City’s designation of the ERA and grant of the Abatement is, in part, based on estimated annual taxes that the City will receive as a result of the Development Commitment. As further consideration for the Abatement, Knowledge Services hereby acknowledges and agrees that, during the Term and for three (3) years thereafter, Knowledge Services shall not (a) apply for tax-exempt status or (b) appeal a tax

assessment for the Site unless such assessment exceeds ten percent (10%) of the immediately prior year's tax assessment. This covenant shall not prohibit Knowledge Services from applying for, seeking, claiming, a reduction of assessments or a refund of property taxes if Knowledge Services reasonably determines that the assessments or tax statements are incorrect as a result of mathematical error.

**ARTICLE VIII.**  
[INTENTIONALLY OMITTED]

**ARTICLE IX. AUTHORITY**

**Section 9.01. FRC, City and Corporation.** The City, FRC and the Corporation represent and warrant that they have full constitutional and lawful right, power and authority, under currently applicable law, to execute and deliver this Fourth Amendment upon proper approval of each of the City, FRC and the Corporation. The performance by the City, FRC and Corporation of their respective obligations under this Fourth Amendment shall be subject to completion of such procedures as are required by law.

The City, FRC and the Corporation further represent and warrant that they have taken or will use their best efforts to take (subject to Knowledge Services' performance of their agreements and obligations hereunder) such action(s) as may be required and necessary to enable the City, FRC and the Corporation to execute this Fourth Amendment and perform their respective terms, covenants, duties and obligations as provided by the terms and provisions hereof.

**Section 9.02. Knowledge Services.** Knowledge Services represents and warrants to the City, FRC and the Corporation that each entity collectively defined "Knowledge Services": (a) is duly registered with the Indiana Secretary of State's Office; (b) shall not enter into any contracts or undertakings that would limit, conflict with, or constitute a breach of this Fourth Amendment; (c) has the authority: (i) to enter into this Fourth Amendment ; and (ii) to perform its respective obligations hereunder, (d) has been authorized by proper action: (x) to execute and deliver this Fourth Amendment ; and (y) to perform its obligations hereunder; and (e) this Fourth Amendment is the legal, valid, and binding obligation of Knowledge Services.

**ARTICLE X. GENERAL PROVISIONS**

**Section 10.01. Indemnity; No Joint Venture or Partnership.** Knowledge Services covenants and agrees at its sole expense to pay and to indemnify and save harmless the City, FRC, the Corporation and their respective officers and agents (the "Indemnitees") harmless of, from and against, any and all claims, damages, demands, expenses and liabilities relating to bodily injury or property damage resulting directly or indirectly from Knowledge Services' (and/or any affiliate's thereof) development and construction of the Office Building or related to this Fourth Amendment unless such claims, damages, demands, expenses or liabilities arise by reason of the willful act or omission of the City, FRC or the Corporation. Knowledge Services' obligation to indemnify the City, FRC and the Corporation pursuant this Section 10.01 shall survive termination of this Fourth Amendment.

Nothing contained in this Fourth Amendment shall be construed as creating either a joint venture or partnership relationship between the City, FRC, the Corporation, Knowledge Services or any affiliate thereof.

**Section 10.02. Cure.** Except as otherwise specifically stated herein, before any failure of any of the Parties to perform its obligations under this Fourth Amendment shall be deemed to be a breach of this Fourth Amendment, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform such obligation and shall demand performance. No breach of this Fourth Amendment may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining party within seven (7) days of the receipt of such notice. If after said notice, the breaching party fails to cure the breach, the non-breaching party may seek any remedy available at law or equity.

**Section 10.03. No Third-Party Beneficiaries.** This Fourth Amendment shall be deemed to be for the benefit solely of the Parties hereto and shall not be deemed to be for the benefit of any third party.

**Section 10.04. Effective Date.** Notwithstanding anything herein to the contrary, this Fourth Amendment shall not be effective until all Parties hereto have executed this Fourth Amendment and the City has approved or ratified this Fourth Amendment as required by law.

**Section 10.05. E-Verify.** All terms defined in IND. CODE § 22-5-1.7 *et seq.* are adopted and incorporated into this Section. Pursuant to IND. CODE § 22-5-1.7 *et seq.*, Knowledge Services covenants to enroll in and verify the work eligibility status of all of its employees using the E-Verify program, if it has not already done so as of the Effective Date. Within ten (10) days after the Effective Date, Knowledge Services shall execute an affidavit affirming that: (a) it is enrolled and is participating in the E-Verify program; and (b) it does not knowingly employ any unauthorized aliens. In support of the affidavit, Knowledge Services shall provide City with documentation that it has enrolled and is participating in the E-Verify program. This Fourth Amendment shall not take effect until said affidavit is signed by Knowledge Services and delivered to City's authorized representative.

**Section 10.06. No Remedy Exclusive; Limitation.** No right or remedy herein conferred upon, or reserved to, a non-defaulting party is intended to be exclusive of any other available right or remedy, unless otherwise expressly stated; instead, each and every such right or remedy shall be cumulative and in addition to every other right or remedy given under this Fourth Amendment or now or hereafter existing at law or in equity. No delay or omission by a non-defaulting party to exercise any right or remedy upon any Event of Default shall impair any such right or remedy, or be construed to be a waiver thereof, and any such right or remedy may be exercised from time to time, and as often as may be deemed to be expedient. To entitle a non-defaulting party to exercise any of its rights or remedies, it shall not be necessary for the non-defaulting party to give notice to the defaulting party, other than such notice as may be required by this Fourth Amendment or by the Laws. In no event shall any party hereunder be liable to the other for punitive or consequential damages as a consequence of an event of default by such party. In the event either party hereto employs an attorney in connection with claims by one party against the other arising from the operation of this Fourth Amendment, the non-prevailing party shall pay

the prevailing party all reasonable fees and expenses, including attorneys' fees, incurred in connection with such Claims. The term "prevailing party" as used in this Fourth Amendment shall include, but not be limited to, a party who obtains legal counsel or brings an action against the other by reason of the other's breach or default and obtains substantially the relief sought whether by compromise, mediation, settlement, judgment or otherwise.

**Section 10.07. Notice.** Any notice required or permitted to be given by any party to this Fourth Amendment shall be in writing, and shall be given (and deemed to have been given) when: (i) delivered in person to the other party; (ii) three (3) days after being sent by U.S. Certified Mail, Return Receipt Requested; or (iii) the following business day after being sent by national overnight delivery service, with confirmation of receipt, addressed as follows: to City at 1 Municipal Drive, Fishers, Indiana 46038, Attn: Scott Fadness, Mayor, with a copies to: Chris Greisl, City Attorney, 1 Municipal Drive, Fishers, Indiana 46038 and Jennifer Messer (via email) at [jennifermesserlaw@gmail.com](mailto:jennifermesserlaw@gmail.com); to Corporation and FRC at 1 Municipal Drive, Fishers, Indiana 46038, Attn: Economic Development Director, with a copies to: Chris Greisl, City Attorney, 1 Municipal Drive, Fishers, Indiana 46038 and Jennifer Messer (via email) at [jennifermesserlaw@gmail.com](mailto:jennifermesserlaw@gmail.com) and to Knowledge Services at 9800 Crosspoint Boulevard Indianapolis, Indiana 46256, Attn: Katie Belange, Corporate Counsel with a copy to Ginovus, Attn: Larry Gigerich, Executive Managing Director, 9 Municipal Drive, Suite 1, Fishers, Indiana, 46038. Any party may change its address for notice from time to time by delivering notice to the other party as provided above.

**Section 10.08. Merger.** All prior agreements, understandings, and commitments are hereby superseded, terminated, and merged herein, and shall be of no further force or effect.

**Section 10.09 Assignment.** The rights and obligations contained in this Fourth Amendment may not be assigned by Knowledge Services, KHI or dotStaff without the express prior written consent of the City, FRC and the Building Corporation which assignment shall not be unreasonably withheld; meaning, that, unless extenuating circumstances exist that tend to show that such assignment is inconsistent with Knowledge Services' fulfillment of its obligations included herein, the City FRC and Building Corporation shall authorize assignment to new sister entities (a) formed by Knowledge Services, KHI or dotStaff that have the same majority owners as Knowledge Services, KHI or dotStaff; and (b) that are formed to carry out the same, similar or a related purpose as Knowledge Services, KHI or dotStaff.

**Section 10.10. Miscellaneous.** Subject to **Section 10.09**, this Fourth Amendment shall inure to the benefit of, and be binding upon, City, Corporation, FRC and Knowledge Services, and their respective successors and assigns. This Fourth Amendment may be signed in one or more counterparts, each of which shall constitute one and the same instrument. This Fourth Amendment shall be governed by, and construed in accordance with, the laws of the State of Indiana. All proceedings arising in connection with this Fourth Amendment shall be tried and litigated only in the state courts in Hamilton County, Indiana, or the federal courts with venue that includes Hamilton County, Indiana. Knowledge Services waives, to the extent permitted under applicable law: (i) the right to a trial by jury; and (ii) any right Knowledge Services may have to: (A) assert the doctrine of "forum non conveniens"; or (B) object to venue. This Fourth Amendment may be modified only by a written agreement signed by City, FRC, Corporation and



Knowledge Services. The invalidity, illegality, or unenforceability of any one or more of the terms and conditions of this Fourth Amendment shall not affect the validity, legality, or enforceability of the remaining terms and conditions hereof. All Exhibits to this Fourth Amendment are attached hereto and incorporated herein by reference. Time is of the essence in this Fourth Amendment. If any provision of this Fourth Amendment or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Fourth Amendment or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law; provided that, in lieu of such invalid or unenforceable provision, there will be added to this Fourth Amendment a provision as similar to the invalid or unenforceable provision as is possible to reflect the intent of the Parties and still be valid and enforceable. The captions in this Fourth Amendment are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Fourth Amendment or the scope or content of any of its provisions. Nothing contained in this Fourth Amendment shall be construed to create a partnership or joint venture between or among Knowledge Services, City or their successors in interest. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the Site is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday.

**10.11. Exhibits.**

- A: Commercial Disbursement Statement; and
- B: Employment Commitment Certification

**[signatures on following page]**

City of Fishers, Hamilton Co., Indiana

By: \_\_\_\_\_  
Scott Fadness, Mayor

City of Fishers Redevelopment Commission

By: \_\_\_\_\_  
Dan Canan, President

Attest: \_\_\_\_\_  
Damon Grothe

Fishers Town Hall Building Corporation

By: \_\_\_\_\_  
Jay Bangert, President

Guidesoft, Inc. d/b/a Knowledge Services

JJB Group, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

KHI Solutions, Inc.

dotStaff, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT A  
COMMERCIAL DISBURSEMENT STATEMENT**

**Disbursement No.:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Disbursement Amount:** \$ \_\_\_\_\_

Pursuant to that certain \_April 20\_, 2020 Fourth Amendment, JJB (“Developer”) hereby states that the funds in this Construction Disbursement Statement stated above were used at the Site and certifies that such amount is in accordance with the attached invoices and other documentation provided in support of this Statement.

This Construction Disbursement Statement shall also constitute a representation and affirmation to the Building Corporation that the following information is accurate in all respects:

- 1) Description of the work performed:
  
- 2) Summary of expenses:
  
- 3) Attach all invoices and related documentation.

“DEVELOPER”

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

**Schedule I**

[Narrative summary of expenses included in the Disbursement Statement]

**EXHIBIT B**  
**EMPLOYMENT COMMITMENT CERTIFICATION**

Guidesoft, Inc. d/b/a Knowledge Services (“Knowledge Services”) hereby affirms and certifies the following:

- A. As of the date written below, Knowledge Services employs \_\_\_\_\_ full time employees from the Site;
- B. That, at all times during the previous twelve (12) months, Knowledge Services has employed at least four hundred (400) full time employees from the Site; and
- C. Knowledge Services plans to continue employing at least four hundred (400) full time employees from the Site.

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_