

**STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY
STATE SMALL BUSINESS CREDIT INITIATIVE
FUNDING AGREEMENT**

This State Small Business Credit Initiative (“SSBCI”) Funding Agreement (this “Agreement”) is made and entered into by and between the State of Florida, Department Economic Opportunity (“DEO”), and Enterprise Florida, Inc. (“EFI”). DEO and EFI are sometimes referred to herein individually as a “Party” and together as the “Parties.”

RECITALS

WHEREAS, in the State Small Business Credit Initiative Act of 2010 (title III of the Small Business Jobs Act of 2010, Public Law 111-240, 124 Stat. 2568) (the “Federal Act”), Congress appropriated funds to the United States Department of Treasury (“Treasury”) to be allocated and disbursed to states that have created programs to increase the amount of capital made available by private lenders to small businesses, and to cover Treasury's reasonable administrative expenses; and

WHEREAS, Florida was approved to receive an allocation, subject to the satisfaction of the terms and conditions contained in the SSBCI Allocation Agreement for Participating States entered into between Treasury and Florida, dated August 24, 2011 (“Florida Allocation Agreement”). The Florida Allocation Agreement provided for the operation of the SSBCI. The Florida Allocation Agreement expired according to its terms on March 31, 2017; and

WHEREAS, pursuant to Florida's SSBCI Application, the Venture Capital Program (“FLVCP”) was created to provide greater access to credit to Florida businesses. The Florida Opportunity Fund (“FOF”) was identified and approved to administer the FLVCP under the SSBCI guidelines, and was tasked with providing direct investments in Florida businesses, subject to the terms and conditions contained in the Florida Allocation Agreement, this Agreement, and the Venture Capital Funding Agreement between Enterprise Florida (“EFI”) and FOF; and

WHEREAS, pursuant to the SSBCI Application and the Florida Allocation Agreement, EFI was identified to administer the Florida Loan Participation Program (“FLPP”) to provide greater access to credit to Florida businesses. Florida First Capital Finance Corporation (“FFCFC”) was identified and approved to administer the FLPP under the SSBCI guidelines, and was tasked with providing credit to Florida businesses, subject to the terms and conditions contained in the Florida Allocation Agreement, this Agreement, and the Venture Capital Funding Agreement between EFI and FOF that implements this Agreement, and all other applicable requirements; and

WHEREAS, the Parties recognize that the FLVCP and the FLPP have provided, and will continue to provide, a valuable benefit to citizens of the State of Florida. The Parties find that it is necessary to enter into this Agreement in order to ensure continued operations and compliance in an open, transparent, and accountable manner.

NOW THEREFORE, the Parties hereby agree as follows:

1. **Definitions.** When used in this Agreement, the following terms shall have the respective meanings specified in this Section, unless the context clearly requires otherwise.
 - a. “Affiliate” means any entity that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, a company, where the term “control” (including the terms “controlling”, “controlled by” and “under common control with”) means possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity,

whether through the ownership of voting securities, by contract or otherwise.

- b. "Administrative fees and expenses" are defined as i) third party accounting and administrative fees; ii) management fees paid to any Investment Manager under the FLVCP; iii) D&O insurance premiums iv) third party audit & tax preparation fees; v) legal fees; vi) any other expense determined to be reasonable and necessary to the administration of the FLVCP and FLPP.
- c. "Allocation" means the award of SSBCI Funds from Treasury to DEO.
- d. "Approved Programs" means the FLVCP, the FLPP, and any programs which may be implemented upon mutual agreement of the Parties utilizing the SSBCI Funds.
- e. "Entity" means a: i) business corporation; ii) general partnership, including a limited liability partnership; iii) limited partnership, including a limited liability limited partnership, or iv) limited liability company. "Entity" does not include i) an individual; ii) a real estate investment trust; iii) a trust with a predominantly donative purpose or a charitable trust; iv) an association or relationship that is not a partnership solely by reason of section 620.8202(3), F.S.; iv) a decedent's estate, or v) a government or a governmental subdivision, agency, or instrumentality.
- f. "Financial Institution" and "lender" may be used interchangeably in this Agreement, and mean any insured depository institution, insured credit union, or community development financial institution, as those terms are each defined in section 103 of the Riegle Community Development and Regulatory Improvement Act of 1994 (12 U.S.C. 4702), or "Other Approved Lenders."
- g. "Fiscal Administrator" means the Financial Institution with which EFI enters into an agreement for operation of the FLPP.
- h. "Florida Businesses" for the purposes of FLVCP is an entity that is Florida-based or has significant business activities in Florida and operate in technology sectors that are strategic to Florida, including, but not limited to, enterprises in life sciences, information technology, advanced manufacturing processes, aviation and aerospace, and homeland security and defense, as well as other strategic technologies. Florida Businesses, for the purposes of FLPP, is an entity i) that is registered with the Florida Secretary of State; ii) that has its principal place of business in Florida, and iii) that employs residents of the State as its primary workforce.

The following types of businesses shall not constitute eligible Florida Businesses:

- 1) Businesses deriving more than one-third of gross annual revenue from legal gambling activities;
 - 2) Business engaged in any illegal activity;
 - 3) Businesses that present live performances of an indecent sexual nature or derive directly or indirectly more than 2.5 percent of gross revenue through the sale of products or services, or the presentation of any depictions or displays, of an indecent sexual nature;
 - 4) Businesses that have a primary purpose of facilitating polyamorous relationships;
 - 5) Massage parlors (excluding licensed massage therapists or establishments thereof); and
 - 6) Escort Services
- i. "Full-Time-Equivalent Job" or "FTE Job" means a full-time salaried employee, or a FTE employee who works at least 35 paid hours per week, performing tasks directly related to the products or services of the Entity to which the investment is committed.

- j. "Investment Manager" means the entity contracted with by FOF pursuant to s. 288.9624(2), F.S., currently Florida First Partners, a joint venture between Arsenal Venture Partners, Inc. (f/k/a Milcom Venture Partners, Inc.) and GCM Customized Fund Investment Group, LP. (formerly, DLJ MB Advisors, Inc.) (including its successors and permitted assigns).
- k. "Investment Package" means the documentation provided in support of a potential investment under the FLVCP, which must include, at a minimum: i) the investment memorandum ; ii) the term sheet or private placement memorandum; iii) the stock investment agreement; iv) the certificate of incorporation, articles, and bylaws of the Entity; v) the due diligence checklist; vi) a list of comparison companies for the potential investment; vii) any confidentiality agreements, and viii) any opinions of counsel; ix) audited financials (if not available then unaudited financials); x) Business Plan; xi) conflict of interest statements.
- l. "Loan Participation" or "Loan" means any participation in a specific loan that shall not exceed 50% of the loan value. The Fiscal Administrator may draw SSBCI Funds to participate in a specific loan that does not exceed 50% of the participation value tied to the loan.
- m. "Principal" means if a sole proprietorship, the proprietor; if a partnership, each managing partner and each partner who is a natural person and holds a 20% or more ownership interest in the partnership; and if a corporation, limited liability company, association or a development company, each director, each of the five most highly compensated executives or officers of the entity, and each natural person who is a direct or indirect holder of 20% or more of the ownership stock or stock equivalent of the entity.
- n. "Program Income" means gross income received or earned as a result of the FLVCP under this Agreement that is directly generated by an Allocation-supported activity or earned as a result of the SSBCI Funds, including any returns on capital that are directly generated by an SSBCI-supported activity or as a result of the SSBCI Funds. For purposes of the FLVCP, interest, fees, refunds, Return of Capital or other types of gross income earned by financial institutions, private venture capital funds, or private angel investor networks on loans or investments are not considered Program Income. Interest earned on uncommitted SSBCI Funds shall not constitute Program Income. For purposes of the FLPP, interest, fees, refunds, returns on capital or other types of gross income earned as a result of the FLPP or FLPP Funds are considered Program Income and except as otherwise set forth specifically herein, must be returned to the FLPP base.
- o. "Return of Capital" is a return of funds, including SSBCI Funds, that were used for the FLVCP or FLPP for program purposes. "Return of Capital" includes any return of SSBCI Funds which were obligated for any program or purpose by EFI or any subcontractor of EFI.
- p. "SSBCI Funds" includes: i) the Allocation; ii) any Return of Capital, as defined herein; iii) any recycled funds; iv) any return of recycled funds, and v) any interest generated on any of items i)-iv) of this Section and not obligated to any investment or loan. Depending on the use for which SSBCI Funds have been allocated, SSBCI Funds may be referred to herein as "FLVCP Funds" or "FLPP Funds."
- q. "Subsidiary" means any corporation, limited liability company, partnership, association or other business entity of which (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled directly or indirectly, by the Entity or more of the other Subsidiaries of the Entity or a combination thereof, or (ii) if a limited liability company, partnership, association or other business entity, a majority of the membership, partnership

or other similar ownership interest thereof is at the time owned or controlled, directly or indirectly, by the Entity or one or more Subsidiaries of the Entity or a combination thereof.

2. **Notices.** All notices and demands to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given (i) when personally delivered, (ii) when transmitted via email to the address set out above if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid), (iii) the business day following the day on which the same has been delivered prepaid to a reputable national overnight air courier service, or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid. All notices and demands that are required or may be given pursuant to the terms of this Agreement, including each investment package and investment approval or denial, shall be in writing and shall be deemed to have been duly given if delivered to the Parties in accordance with this Section at the following respective addresses:

If to DEO:
 ATTN: Michael DiNapoli
 Florida Department of Economic Opportunity
 107 East Madison Street, MSC 160
 The Caldwell Building
 Tallahassee, Florida 32399
 Email: Michael.DiNapoli@deo.myflorida.com

If to EFI:
 ATTN: Robert Schlotman
 Enterprise Florida, Inc.
 800 N. Magnolia Avenue
 Suite 1100
 Orlando, Florida 32802
 rschlotman@enterpriseflorida.com

3. **Term.** This Agreement is effective on the date last executed by the Parties (“Effective Date”) and shall continue in effect until terminated pursuant to the terms of this Agreement.

4. **Funding.**

a. General.

1. Prohibited Uses. Without limitation, SSBCI Funds may not be used: (i) to pay any costs incurred in connection with any defense against any claim or appeal against the State of Florida or DEO; (iii) to pay any costs incurred in connection with any prosecution of any claim or appeal against the State of Florida or DEO, which EFI instituted or in which EFI has joined as a claimant; (iv) for the purpose of lobbying the Florida Legislature, executive branch, judicial branch, or any state agency; or (v) to pay any person to influence or attempt to influence any agency, elected official, officer or employee of a State or Local Government in connection with the making, award, extension, continuation, renewal, amendment, or modification of any State or Local Government contract, grant, loan, or cooperative agreement. No member of or delegate to the United States Congress or resident U.S. Commissioner shall be admitted to any share or part of this Agreement or to any benefit that may arise herefrom.
2. Disallowed Costs. If, in any audit or investigation DEO discovers any disallowable costs or fees, or if, in any audit or investigation DEO finds that EFI improperly used or authorized the use of any SSBCI Funds or made any intentional misrepresentation in any report or statement, then EFI shall remit to DEO an amount equal to the disallowed costs, fees, or improperly used SSBCI Funds, within 30 days after notification from DEO of any discovery or finding.
3. Monitoring and Management Determination. By September 30 of each year DEO may determine whether EFI and FOF had sufficient management and controls in place in connection with the FLVCP for the previous state fiscal year, including FOF’s board of directors and officers, and a long-term plan to reduce investment management expenses. If DEO determines that either EFI or FOF has deviated from controls as documented in Exhibit H, then DEO may issue a corrective action plan or terminate the agreement.

4. Program Income. Notwithstanding anything in this Agreement to the contrary, DEO may, at any time and in its sole discretion, request that EFI remit to DEO all or any portion of Program Income generated as a result of the SSBCI Funds. EFI, after payment of any outstanding administrative fees and expenses due as of the date of DEO's request, shall remit any requested Program Income to DEO within 10 business days of such request. EFI agrees to be bound by any determination or interpretation by DEO regarding the nature, extent, amount of, or what constitutes Program Income, how Program Income may be generated, or the allowability of EFI's use or proposed use of Program Income.
 5. Prior Approval. EFI may, upon prior written authorization from DEO and subject to DEO's reasonable discretion, utilize FLVCP Funds or Program Income derived from FLVCP Funds, to pay for EFI's extraordinary expenses related to or arising out of the FLVCP.
- b. Quarterly Reports.
1. EFI shall:
 - a. Provide a copy of the completed and signed form prescribed in Exhibit C.
 - b. Provide quarterly reports, substantially in the form attached hereto as Exhibit G and as otherwise required herein, to DEO on or before January 15, April 15, July 15, and October 15 of each year this Agreement is in effect.
 - c. Provide a report detailing administrative fees by budget expenditure category. DEO shall evaluate the Performance Deliverables each quarter to determine successful performance. If EFI does not meet the minimum requirements, defined under "Minimum Performance Measures" and "Required Documentation", as specified in the Deliverables table, then DEO shall apply the financial consequences specified in the amounts and conditions as outlined. Financial consequence payments may be paid by EFI with non-SSBCI Funds or offset against allowable administrative expenses or other grant agreements between DEO and EFI. The following documents shall be submitted with the quarterly report:
 1. A cover letter signed by EFI's Agreement Manager certifying that the costs being claimed in the invoice package a) are specifically for the project represented to the State in the budget appropriation; b) are for one or more of the components as stated in Section 2, Deliverables, of this Scope of Work; c) have been paid; and d) were incurred during the Agreement period.
 2. A copy of the bank statement that includes any cancelled checks.
 - d. Document administrative costs by providing copies of invoices for purchases of materials and equipment directly related to the project and proof of payment (e.g., credit card slips, fronts and backs of canceled checks, or a zero-balance noted on invoices). DEO or the State may require any other information from EFI that DEO or the State deems necessary to verify that the services have been rendered under the Agreement. EFI shall cooperate, and shall instruct its subcontractors to cooperate, with any request for information.
 2. DEO will determine that EFI has satisfactorily completed each quarterly report upon DEO's receipt of all information DEO deems necessary to make such determination.
 3. Subject to section 4.a.5., above, if EFI utilizes funds generated from SSBCI recycled funds or Program Income for administrative costs, EFI shall notify DEO in the quarterly invoice covering that period by specifying the "Direct Administrative Costs," "Indirect Administrative Costs," and the "Total Administrative Costs" for the quarter.
- c. Venture Capital Program (FLVCP)
1. Purpose and Availability of Funds. DEO has previously disbursed any funds made available for purposes of the Approved Programs. The State of Florida's performance and obligation to pay

under this Agreement is contingent upon the annual appropriation by the Florida Legislature. All reasonable efforts shall be undertaken to minimize the fees, costs, and expenses associated with management of the FLVCP Funds, including closing a round of financing, and the FLVCP Funds shall be used in the best and highest possible manner, to maximize the return on investment to the State and to create more jobs paying higher wages for the citizens of Florida.

2. Administrative Fees and Expenses. EFI may not use FLVCP Funds to pay for administrative fees and expenses. EFI may use, and may permit FOF to use, Program Income to pay administrative fees and expenses. All administrative fees and expenses paid by EFI must be both reasonable and necessary to the administration of the FLVCP.
 3. Accounting. EFI shall employ sufficient internal controls to separately track the expenditure of all FLVCP Funds. EFI shall not commingle FLVCP Funds with any other funds, projects, or programs. DEO may disallow costs that result from purchases made with commingled funds. EFI shall add Program Income to the Program Account and shall use such Program Income as set forth herein, and subject to applicable law. EFI shall manage and account for Program Income according to how the Program Income is earned and expended, obligated, or transferred. Program Income shall be tracked as separate, restricted funds. DEO may request, and EFI shall provide, documentation that supports its use of Program Income in accordance with the terms of this Agreement.
- d. Florida Loan Participation Program (FLPP)
1. Purpose and Availability of Funds. DEO has previously disbursed any funds made available for purposes of the Approved Programs. The State of Florida's performance and obligation to pay under this Agreement is contingent upon the annual appropriation by the Florida Legislature. All reasonable efforts shall be undertaken to minimize the fees, costs, and expenses associated with management of the SSBCI Funds, and the SSBCI Funds shall be used in the best and highest possible manner, to maximize the return to the State and to create more jobs paying higher wages for the citizens of Florida. All funds related to the FLPP, including any Program Income not paid by the Fiscal Administrator to EFI in administering the FLPP, will remain in a special purpose investment account (SPIA). Any FLPP Funds not currently held in SPIA must be remitted to the SPIA within 15 days of execution of this Agreement.
 2. Administrative Fees and Expenses. EFI may not use FLPP Funds to pay for administrative fees and expenses. EFI may use Program Income to pay administrative fees and expenses. EFI may, by separate agreement with a Fiscal Administrator for operation of the FLPP consistent with this Agreement, receive fees for EFI's role in the FLPP. Any existing agreements between EFI and FFCFC must be updated within 60 days of the Effective Date, and submitted to DEO for review. All administrative fees and expenses paid by EFI must be both reasonable and necessary to the administration of the FLPP. Fees paid to EFI for its role in the FLPP may not exceed .50% (50 basis points) of each loan. Fees will default to .25% (25 basis points) of each loan, and EFI will not be authorized to receive more than .25% (25 basis points) of each loan on day 61, if any Agreement between EFI and the Fiscal Administrator is not subsequently updated.
5. **Duties of EFI.** EFI shall perform the services in accordance with the terms set forth in this Agreement and in the exhibits and attachments hereto. EFI is responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. EFI shall require all its contractors, subcontractors, and vendors to perform any services related to the FLVCP or the SSBCI Funds in accordance with the terms set forth herein. EFI shall be solely liable to the subcontractor for all expenses and liabilities incurred under any such subcontract. EFI shall not enter into subcontracts in which DEO could be held liable to a subcontractor for any expenses or liabilities. EFI shall defend and hold DEO harmless of any liabilities incurred under any of the subcontracts entered into by EFI. All subcontracts related to this Agreement

shall include provisions requiring the subordinate party to owe to EFI the same duties and obligations that EFI owes to DEO under this Agreement.

6. **Records and Recordkeeping.** The State, including state personnel of the Office of the Auditor General, the Chief Financial Officer, Office of the Chief Inspector General, DEO, and any other personnel authorized by DEO, will have unrestricted access to any books, documents, papers, or other records made by EFI that are related to or in any way pertinent to this Agreement. DEO may make audits, investigations, examinations, excerpts, transcripts and copies of such documents at any time. EFI's delivery to DEO of all records as otherwise provided herein does not limit any rights provided under this paragraph. The rights of access provided in this Agreement will continue for as long as records are required by law to be retained. EFI shall cooperate with DEO in responding to any request for information or documents arising out of or related to this Agreement, or any contract or subcontract funded in whole or in part with SSBCI Funds. EFI shall provide any requested documentation or information to DEO within 10 business days of such request.
7. **Audit Requirements.** The audit requirements of EFI's most current standalone funding agreement with DEO are hereby incorporated by reference as if set forth fully herein. If a conflict arises between those terms and the terms of this Agreement, the terms of this Agreement shall control. Nothing in this Agreement relieves EFI of any record retention requirements otherwise imposed by law.
8. **Public Records.** The public records provisions of EFI's most current standalone funding agreement with DEO are hereby incorporated by reference as if set forth fully herein. If a conflict arises between those terms and the terms of this Agreement, the terms of this Agreement shall control.
9. **Termination and Phase-Out.**
 - a. EFI and DEO may mutually agree to terminate this Agreement in whole or in part at any time. DEO may terminate this Agreement in whole or in part if (i) EFI fails to comply with the material terms and conditions of this Agreement; (ii) EFI or any of its employees, agents, contractors, or subgrantees commits fraud or willful misconduct in connection with this Agreement or the transactions contemplated hereby; (iii) EFI fails to satisfy its duties as set forth in this Agreement, or (iv) EFI ceases to exist as a corporate entity. Upon termination, the Parties will Phase-Out the Approved Programs as set forth in this Section.
 - b. Immediately upon expiration or termination of this Agreement, EFI shall: (i) transfer control of the FLVCP to DEO; (ii) cease incurring any further costs, or creating any new obligations, with regard to FLVCP Funds, except as reasonably necessary to complete the transfer of control from EFI to DEO; (iii) direct its subcontractors to incur no further costs or create any new obligations with regard to the FLVCP Funds (iv) cease all public communication, travel, business development, and outreach related to the FLVCP Funds; (v) direct its subcontractors to cease all public communication, travel, business development and outreach related to the FLVCP Funds; (vi) remove any internet website or other web presence created for the purpose of promoting any Approved Programs; (vii) deliver to DEO copies of all records, including all financial records, supporting documents, statistical records, and all other records pertinent to the FLVCP Funds which were generated in connection with this Agreement; and (viii) deliver to DEO all public records, as that term is defined in chapter 119, F.S., in EFI's possession and generated as a result of this Agreement, including any records which may be exempt or confidential and exempt from disclosure. DEO may alter or waive the provisions of this paragraph in writing to EFI.
 - c. Immediately upon expiration or termination of this Agreement, DEO may demand that EFI return all or a portion of the FLVCP Funds to DEO. If DEO demands that EFI return any FLVCP Funds, and any portion of the demanded FLVCP Funds or Program Income are obligated to investments, then EFI shall return the unobligated portion of FLVCP Funds, then upon disposition of each outstanding

investment EFI shall remit to DEO all FLVCP Funds generated from the disposition of investment, or any asset arising out of the investment, if requested by DEO.

- 10. Representations and Warranties.** EFI, and any affiliate, subsidiary, or division of EFI, hereby makes, and with the submission of each investment package to DEO for its compliance review, EFI shall be deemed to have made the following representations and warranties to DEO, each of which shall be deemed to be a separate representation and warranty, all of which have been made for the purpose of inducing DEO to enter into this Agreement, or to induce DEO to approve any investment package hereunder, and in reliance on which DEO has entered into this Agreement or approved an investment package, as of the Effective Date, the dates on which EFI submits each submittal required under this Agreement, the date of any investment package approval, and the dates on which EFI receives any disbursement of funds under this Agreement, that EFI has all necessary power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The person executing this Agreement on behalf of EFI has all necessary power and authority to bind EFI to the terms of this Agreement. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of EFI. This Agreement has been duly executed and delivered by EFI and, assuming the due authorization, execution, and delivery by DEO, constitutes the legal, valid, and binding obligation of EFI, enforceable against EFI in accordance with its terms (subject to applicable bankruptcy, insolvency, moratorium, reorganization, or similar laws affecting the rights of creditors generally and the availability of equitable remedies). Neither EFI, any member of EFI's Board of Directors, nor any officer, agent, employee, or independent contractor of EFI knowingly has any contract, agreement, arrangement, relationship, or understanding, either written or oral, arising out of or related to any right, duty, or obligation under the FLVCP which violates any law, rule, or regulation of the United States, the State of Florida, or any agency thereof. Neither this Agreement nor any attachment hereto, nor any certification or assurance referenced herein, nor any other document or instrument delivered to DEO by EFI pursuant to this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein, in light of the circumstances under which they were made, not misleading. EFI has disclosed, in writing, to DEO all facts that might reasonably be expected to result in a material adverse effect upon DEO's ability either to conduct its business or to carry out the purpose of this Agreement. DEO has not knowingly or willfully made or used a document or writing containing any false, fictitious, or fraudulent statement or entry as part of its correspondence or communication with DEO. Each representation and warranty herein are deemed by DEO to be material.
- 11. Non-Assignment.** EFI shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of DEO, which consent may be withheld in DEO's sole and absolute discretion. Any attempted assignment of this Agreement or any of the rights hereunder in violation of this provision shall be void *ab initio*. DEO may assign or transfer its rights, duties, or obligations under this Agreement to the State or any other governmental agency in the State of Florida.
- 12. Independent Contractor.** In EFI's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that EFI is at all times acting and performing as an independent contractor. DEO shall neither have nor exercise any control or direction over the methods by which EFI shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the Parties. EFI, its officers, agents, employees, subcontractors, or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of DEO or the State of Florida. EFI shall not represent to others that it has the authority to bind DEO or the State of Florida, unless specifically authorized to do so.

- 13. Indemnification.** EFI and its successors and permitted assigns shall, jointly and severally, indemnify, defend, and hold harmless DEO and its officers, agents, and employees (collectively, the “Indemnified Parties”) from and against and pay on behalf of or reimburse such Indemnified Parties as and when incurred, for any and all Losses (as defined below), which any such Indemnified Party may suffer, sustain or become subject to, as a result of, in connection with, or relating to: (a) the breach of any representation, warranty, covenant, or agreement made by EFI in this Agreement, or any allegation by a third party that, if true, would constitute such a breach; and (b) any arrangement made by or on behalf of EFI or any of its Subsidiaries, Affiliates, or representatives with any consultant, broker, finder, or agent in connection with this Agreement or the transactions contemplated hereby. As used herein, the term “Losses” means any loss, liability, action, cause of action, cost, damage, or expense, in each case whether or not arising out of third-party claims, including interest, penalties, and reasonable attorneys’ fees and expenses (including such reasonable attorneys’ fees and expenses incurred in connection with the enforcement of DEO’s rights under this Agreement) and all amounts paid in investigation, defense, prosecution or settlement of any of the foregoing. EFI, at its expense, will defend DEO against any Losses claimed against DEO arising out of or related to this Agreement or the operation and management of the FLVCP.
- 14. Construction and Interpretation.** The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term “this Agreement” means this Agreement together with all Exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term “including” and other words of similar import mean “including, without limitation” and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word “or” is not exclusive and the words “herein,” “hereof,” “hereunder,” and other words of similar import refer to this Agreement as a whole, including any Exhibits, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. The use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to “\$” shall mean United States dollars. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. Time is of the essence with respect to the performance of all obligations under this Agreement. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.
- 15. Miscellaneous.**
- a. Business with Public Entities. EFI is aware of and understands the provisions of section 287.133(2)(a), F.S., and section 287.134(2)(a), F.S. As required by section 287.135(5), if this Agreement is for \$1 million or more, EFI certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, F.S., (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S., or (4) engaged in business operations in Cuba or Syria. DEO may immediately terminate this Agreement for cause if EFI is found to have submitted a false certification as to the above or if EFI is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the

term of this Agreement. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

- b. Conflict of Interest. This Agreement is subject to chapter 112, F.S. EFI shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. EFI shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5% interest in EFI or its affiliates. EFI shall not own or acquire any interest that would conflict with EFI's duties and performance hereunder. No employee, officer, member, director, affiliated entity, or any successors or assigns of either DEO or EFI may receive compensation from more than one entity that is involved in any way in FLVCP. For example: (i) an EFI employee cannot be compensated by both EFI and DEO; and (ii) an EFI employee may not be compensated by both EFI and any of its affiliates or related entities. DEO shall disallow any such duplicate compensation.
- c. Employment Eligibility Verification. Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires that DEO contracts in excess of nominal value to expressly require EFI to utilize the U.S. DEO of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by EFI during the Agreement term, and include in all subcontracts under this Agreement, the requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract. If EFI does not have an E-Verify MOU in effect, EFI must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.
- d. Except as otherwise set forth in this Agreement, each Party shall be liable for and agrees to pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby. All costs and expenses incurred by EFI in connection with this Agreement and the transactions contemplated hereby shall be the sole responsibility of EFI.
- e. Each and every right, power, and remedy conferred in this Agreement shall be cumulative and shall be in addition to every other right, power and remedy herein conferred or now or hereafter existing at law or in equity, by statute or otherwise. Each and every right, power, and remedy, whether conferred in this Agreement or otherwise existing, may be exercised from time to time and as often and in such order as may be determined by DEO or EFI, as applicable, and the exercise or the beginning of the exercise of any right, power, or remedy shall not be construed to be an election or a waiver of the right to exercise at the same time or thereafter any other right, power or remedy.
- f. Each of the Parties hereto declares that it has read and understands the terms of this Agreement, that it has been represented by counsel in the negotiation, execution, and delivery of this Agreement, and that it executes this Agreement voluntarily after consultation with counsel. This Agreement does not reflect the Parties' views as to their rights and obligations with respect to matters or entities outside the scope of this Agreement. No provision of this Agreement may be amended, modified, waived, supplemented, discharged, or terminated orally but only by an instrument in writing duly executed by DEO and EFI. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision(s) will be fully severable and the invalidity, illegality, or unenforceability will not affect any other provision of this Agreement. If a conflict arises between the provisions hereof and any applicable law or regulation, the law or regulation will control.
- g. The laws of the State of Florida will govern the construction, enforcement and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties hereby agree that the exclusive personal jurisdiction and venue to resolve any and all disputes between them including, without limitation, any disputes arising out of or relating to this Agreement will be in the state courts

of the State of Florida in Leon County. The Parties expressly consent to the exclusive personal jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense, and further agree that any and all disputes between them will be solely in the State of Florida. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES ARISING FROM THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

- h. This Agreement (including all exhibits and amendments thereto) is a fully integrated agreement which sets forth the entire agreement and understanding of the Parties concerning the subject matter of this Agreement. Nothing expressed or implied herein is intended or shall be construed to confer upon, or to give, any person other than EFI and DEO, and their respective successors and permitted assigns, any right, remedy, or claim under or by reason of this Agreement of any term, condition, representation, warranty, covenant, or agreement contained herein, and all the terms, conditions, representations, warranties, covenants, and agreements contained herein shall be for the sole and exclusive benefit of EFI and DEO, and their respective successors and permitted assigns. This Agreement may be executed in separate counterparts, each of which shall constitute an original but all of which together shall constitute one and the same instrument.
- i. The following attachments or exhibits are hereby incorporated as part of this Agreement:
 - Exhibit A: FLVCP Scope of Work
 - Exhibit B: FLPP Scope of Work
 - Exhibit C: EFI Certification on Use of SSBCI Funds
 - Exhibit D: Audit Compliance Certification
 - Exhibit E: EFI Investment Compliance Checklist
 - Exhibit F: FLPP Compliance Checklist
 - Exhibit G: SSBCI Quarterly Report
 - Exhibit H: EFI Internal Controls

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth herein, the Parties have caused to be executed this Agreement by their undersigned authorized representatives.

Enterprise Florida, Inc.
 DocuSigned by:
 By: Jamal Sowell
 27AAAF6A9DF754CC...
 Title: President & CEO
 Date: 1/7/2021

Department of Economic Opportunity
 DocuSigned by:
 By: [Signature]
 8D7A4D05416240F...
 Title: Executive Director
 Date: 1/25/2021

Approved as to form:
 State of Florida
 DocuSigned by:
 Department of Economic Opportunity
 By: [Signature]
 0F0B4D33498E4F8...
 Title: Associate General Counsel
 Date: 1/12/2021

Exhibit A
FLVCP Scope of Work

1. Duties and Obligations of EFI.

a. Administration of FLVCP.

1. EFI shall employ sufficient internal controls to separately track the expenditure of all FLVCP Funds and Program Income. EFI shall not commingle FLVCP Funds with any other funds, projects, or programs. EFI shall ensure that the provisions of this Agreement apply to FOF in the operation and administration of the FLVCP.
2. Before EFI enters into any new subcontract or sub-agreement with another entity to administer the FLVCP, EFI shall develop and submit to DEO for approval a performance-based funding agreement which governs the use of FLVCP Funds and sets forth the terms and conditions for projects funded under the FLVCP, including, but not limited to, provisions regarding compliance review of all proposed investments, by EFI and DEO, use and accounting of Program Income, and sanctions and return of FLVCP Funds in an event of default or termination.
3. EFI shall follow the Investment Guidelines outlined in Section 1.b., below.
4. EFI shall monitor and verify the performance of all subcontractors and subgrantees under the FLVCP Annually by independent valuation engagement of investments which must include at a minimum a Probability-Weighted Expected Return Method and independent pricing. This shall be performed by an independent valuation and/or financial advisory firm approved by DEO within 120 days after request by DEO for any investment for which DEO requests that such valuation be undertaken.
5. Before using FLVCP Funds for an investment, EFI shall obtain the following and submit to DEO at least 10 business days prior to the next FOF Board meeting at which such investment will be presented:
 - a. The Investment Package to be submitted to the FOF Board;
 - b. EFI and FOF completed and signed FLVCP Compliance Checklists (EXHIBIT E) certifying compliance and eligibility.

b. Investment Guidelines.

1. FLVCP Funds must be used only to invest in Florida Businesses.
2. FLVCP Funds may be used to provide either equity financing or convertible debt financing for investment in Florida Businesses. FLVCP funds must be used in compliance with the requirements provided in section 288.9624, Florida Statutes. No other use is permitted, except as specifically set forth in the Agreement. FLVCP funds may not be deployed in an amount greater than 50% of the total overall loan or investment, including any follow-on investments.
3. The FLVCP shall be used to target Florida Businesses with an average size of 100 employees or less for investments made using FLVCP Funds, but in no event may FLVCP Funds be used to provide a loan to or invest in an entity that has more than 250 employees; provided, however, that EFI may request a waiver from such limitation for a specific investment that does not utilize FLVCP Funds .
4. The FLVCP shall be used to target Florida Businesses for loans or investments made using FLVCP Funds with an average principal amount of \$2,500,000 or less. However, in no event may FLVCP Funds be used to provide a loan to or invest in a Florida Business in a financing that is in excess of \$20,000,000 or using SSBCI funds in a financing that is in excess of \$10,000,000; provided, however, that EFI may request a waiver from such limitation for a specific investment that does not utilize FLVCP Funds.
5. Without the prior written consent of DEO, EFI may not authorize a new investment using FLVCP Funds in any Entity that, prior to such investment, is held directly or indirectly by the Investment Manager or any of its Affiliates or any employee, consultant, or director of FOF, unless FOF is also a shareholder of such Entity.
6. EFI shall ensure that FOF requires the Investment Manager to complete at least on an annual basis, a conflict of interest form to disclose all existing FOF investments held directly or indirectly by the Investment Manager or any of its Affiliates or any employee, consultant, or director of FOF, to update

such conflict of interest form when information changes, and to provide written notice to the FOF Board of such conflict prior to a meeting at which any action by the FOF Board occurs on such investment.

7. EFI shall ensure that FOF reviews and approves the Investment Manager's valuation calculations of all equity and convertible debt investments made with FLVCP Funds. Valuations shall be performed in accordance with standard industry practice, which may include the most recent version of the International Private Equity and Venture Capital Valuation Guidelines.
8. EFI shall ensure that FOF and the Investment Manager undertakes reasonable efforts to minimize the fees, costs, and expenses associated with management of the FLVCP Funds, including closing a round of financing. EFI shall ensure that FOF and the Investment Manager use FLVCP Funds in the best and highest possible manner, in order to maximize the return on investment to the State and to create more jobs paying higher wages for the citizens of Florida.
9. EFI shall ensure that FOF requires the Investment Manager to complete at least on an annual basis, disclosure of all investments that are co-invested with FLVCP Funds to disclose all existing FOF investments held directly or indirectly by the Investment Manager or any of its Affiliates or any employee, consultant, or director of FOF, to update such information when information changes, and to provide written notice to the FOF Board prior to a meeting at which any action by the FOF Board occurs on such investment.
10. EFI shall ensure that FOF requires the Investment Manager to complete at least on an annual basis, a listing of all board of director positions held or controlled pertaining to all existing FOF investments held directly or indirectly by the Investment Manager or any of its Affiliates or any employee, consultant, and to update such list when information changes, and to provide written notice to the FOF Board prior to a meeting at which any action by the FOF Board occurs.

c. Audit Requirements.

1. Personnel authorized by DEO shall have access to all records arising out of or related to the FLVCP, including: independent auditor working papers, books, documents vouchers, bills, invoices, requests for payment, and other supporting documentation, which according to generally accepted accounting principles, procedures and practices, sufficiently and properly reflect all expenditures made in the performance of this Agreement. EFI shall ensure that FOF maintains financial records related to any FLVCP Funds paid by FOF to any parties for work on the matters that are the subject of this Agreement as required by law. EFI shall ensure that FOF maintains financial records related to Program Income generated by FLVCP Funds as required by law and in this Agreement.
2. EFI shall ensure that FOF provides copies of any audit concerning this Agreement or the Investment Management Agreement, the audit transmittal letter, subject to confidentiality obligations and privileges of FOF.
3. If any audit or examination of the FLVCP reveals any overpayments or unallowable expenses then EFI shall work with DEO and make every attempt to come to an agreement on any such unallowable payments or expenses including a timeframe and method of agreed repayment or resolution. If no such agreement can be reached, the parties agree to allow a court of competent making to make the final determination.
4. EFI shall pay the costs of any audit where such audit reveals a finding that EFI made any intentional misstatements or intentionally failed to disclose any information regarding the FLVCP during the term of this Agreement.
5. Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of EFI's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
6. EFI will provide FOF's annual financial audit to DEO and ensure that all related party transactions are disclosed to the auditor. EFI shall ensure that FOF uses commercially reasonable efforts to include

audit and record keeping requirements in all subcontracts; provided that, to be free from doubt, subcontracts shall not include investment related documents. Any confidential information reviewed during any audit will be maintained as confidential, to the extent permitted by law, but in no event less than the obligations required of FOF as recipient of such confidential information.

d. Other Duties of EFI.

1. EFI shall duly perform each of the following duties and perform and observe each and all of the following covenants and agreements:
2. In carrying out its responsibilities under this Agreement, EFI shall perform in accordance with all applicable Federal, State and local laws, regulations, ordinances.
3. EFI shall report on the number and average annual wage of actual and estimated jobs created and/or retained as a result of each loan or investment, as set forth more fully below.
4. EFI shall ensure that FOF requires that the Investment Manager acts as a fiduciary with respect to the FLVCP Funds.
5. EFI may not authorize FOF to enter into, amend, or modify any contract related to this Agreement or the FLVCP Funds without the express prior written consent of DEO.

2. Deliverables. The financial consequences associated with each deliverable do not establish the value of the deliverable. EFI and its subcontractors may only expend SSBCI Funds for allowable costs resulting from obligations incurred during the agreement period. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures. EFI's entitlement to retain funds paid by DEO is dependent upon the amount of allowable costs incurred and expended by EFI in administering the FLVCP. EFI shall refund to DEO any balance of unobligated funds advanced or paid to EFI. EFI shall refund to DEO all funds paid in excess of the amount to which EFI or its subcontractors are entitled under the terms and conditions of the Agreement.

Deliverable	Minimum Level of Service	Financial Consequences
Submit Quarterly Invoices in accordance with section 1.a.5. of this Scope of Work.	Submit Required Documents in accordance with section 1.a.5 of this Scope of Work.	\$100 per day for each business day beyond the submittal date until received.
Submit Quarterly Reports in accordance with section 4.b. of the Agreement.	Submit completed and signed by the Authorized Official EFI, A quarterly report for each quarterly reporting period.	\$100 per day for each business day beyond the submittal date until received.

Exhibit B
FLPP Scope of Work

1. Duties and Obligations of EFI.

a. Administration of FLPP.

1. EFI will ensure that FLPP Funds are targeted at Florida Businesses with an average size of 100 employees or less, but in no event may FLPP Funds be used to invest in an entity that has more than 250 employees. FLPP Funds must be targeted at Florida Businesses for loans with an average principal amount of \$10,000,000 or less, but in no event may FLPP Funds be used to invest in a Florida Business in an aggregate amount that is in excess of \$20,000,000.
2. EFI shall act as nominal lender under the FLPP.
3. EFI is responsible for ensuring compliance and completeness of loan packages and shall report any items for consideration to DEO. EFI will perform a due diligence review on loan packages, including but not necessarily limited to reviews for completeness and certifying that all loan packages contain all the documents and meet all the requirements necessary to distribute loan proceeds to the borrower.
4. EFI is responsible for marketing and promoting the FLPP on a statewide basis.

b. Loan Participation Process.

1. For each proposed loan participation, EFI shall review for completeness and certify for compliance prior to DEO review. EFI shall submit the following signed documentation to DEO:
 - a. Opportunity Summary
 - b. Loan Agreement
 - c. Approval Letter
2. EFI shall certify to DEO that the loan proceeds are for an eligible business activity by an eligible business as set forth herein.
3. EFI shall conduct due diligence for each project and retain in its files all loan files and final closing documents.
4. All approvals will be made via a signed copy of the opportunity summary.
5. For each loan package received, EFI shall complete and deliver to DEO within three business days a signed opportunity summary, loan participation agreement and approval letter.

- 2. Deliverables.** The financial consequences associated with each deliverable do not establish the value of the deliverable. EFI and its subcontractors may only expend SSBCI Funds for allowable costs resulting from obligations incurred during the agreement period. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures. EFI's entitlement to retain funds paid by DEO is dependent upon the amount of allowable costs incurred and expended by EFI in administering the FLPP. EFI shall refund to DEO any balance of unobligated funds advanced or paid to EFI. EFI shall refund to DEO all funds paid in excess of the amount to which EFI or its subcontractors are entitled under the terms and conditions of the Agreement.

Deliverable	Minimum Level of Service	Financial Consequences
Administer the Loan Participation Process in accordance with section 1.b. of this Scope of Work.	At a minimum, submit each loan to DEO within three business days of receipt for review.	\$100 per day for each business day beyond the submittal date until received.
Quarterly, EFI shall submit to DEO a report, which is signed by an authorized EFI official, in such form as in Exhibit G in	Submit completed and signed by the Authorized Official for EFI, A quarterly report for each quarterly reporting period. .	\$100 per day for each business day beyond the submittal date until received.

accordance with section 4.b. of the Agreement.		
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Exhibit C

EFI Certification on Use of SSBCI Funds

Florida Department of Economic Opportunity
ATTN:
107 East Madison Street
Tallahassee, FL 32399

This certification is delivered to DEO pursuant to the reporting section of the Agreement.

The undersigned, on behalf of EFI, hereby makes the following certifications as of the date of this certification:

1. The information and reports provided by EFI under the Agreement on the use of SSBCI Funds are accurate; and
2. EFI is implementing the FLPP or FLVCP, as applicable, in accordance with the terms set forth herein; and
3. The authority of the undersigned to execute and deliver this certification on behalf of EFI is valid and in full force and effect.

By: _____

Name:

Title:

Date:

Exhibit D

AUDIT COMPLIANCE CERTIFICATION

Grantee Name: _____

FEIN: _____

Grantee's Fiscal Year: _____

Contact Person Name and Phone Number: _____

Contact Person Email Address: _____

- 1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Department of Economic Opportunity (DEO)? Yes No

If the above answer is yes, also answer the following before proceeding to item 2:

Did Grantee expend \$750,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? Yes No

If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of s. 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

- 2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and DEO? Yes No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Grantee expend \$750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? Yes No

If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR Part 200, Subpart F, as revised.

By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative

Date

Printed Name of Authorized Representative

Title of Authorized Representative

Exhibit E

EFI Investment Compliance Checklist

<Company Name> Investment - \$XXX,XXX <equity or convertible debt>		
Investment Guideline	Compliance (Y/N)	Comments
a. FOF must use FLVCP Funds only to invest in Florida Businesses.		
b. FLVCP Funds may be used to provide either equity financing or convertible debt financing for investment in Florida Businesses. FLVCP Funds must be used in compliance with the requirements provided in section 288.9624, Florida Statutes. No other use is permitted, except as specifically set forth in the Agreement. FLVCP Funds may not be deployed in an amount greater than 50% of the total overall loan or investment, including any follow-on investments.		
c. The FLVCP shall target Florida Businesses with an average size of 100 employees or less for investments made using FLVCP Funds, but in no event may FLVCP Funds be used to provide a loan to or invest in an entity that has more than 250 employees; provided, however, that EFI may request a waiver from DEO to such limitation for a specific investment that does not utilize FLVCP Funds.		
d. The FLVCP shall target Florida Businesses for loans or investments made using FLVCP Funds with an average principal amount of \$2,500,000 or less. However, in no event may FLVCP Funds be used to provide a loan to or invest in a Florida Business in a financing that is in excess of \$20,000,000, or using FLVCP Funds in a financing that is in		

<p>excess of \$10,000,000; provided, however, that EFI may request a waiver from DEO to such limitation for a specific investment that does not utilize FLVCP Funds.</p>		
<p>e. Without the prior written consent of DEO, EFI shall not authorize a new investment using FLVCP Funds in any Entity that, prior to such investment, is held directly or indirectly by the Investment Manager or any of its Affiliates or any employee, consultant, or director of FOF, unless FOF is also a shareholder of such Entity.</p>		
<p>f. EFI shall ensure that FOF requires the Investment Manager to complete at least on an annual basis, a conflict of interest form to disclose all existing FOF investments held directly or indirectly by the Investment Manager or any of its Affiliates or any employee, consultant, or director of FOF, to update such conflict of interest form when information changes, and to provide written notice to the FOF Board of such conflict prior to a meeting at which any action by the FOF Board occurs on such investment.</p>		
<p>g. FOF shall review and approve the Investment Manager's valuation of all equity and convertible debt investments made with FLVCP Funds. Valuations shall be performed in accordance with standard industry practice, which may include the most recent version of the International Private Equity and Venture Capital Valuation Guidelines.</p>		
<p>h. EFI shall ensure that FOF and the Investment Manager undertake reasonable efforts to minimize the fees, costs, and</p>		

expenses associated with management of the FLVCP Funds, including closing a round of financing. EFI shall ensure that FOF and the Investment Manager use FLVCP Funds in the best and highest possible manner, in order to maximize the return on investment to the State and to create more jobs paying higher wages for the citizens of Florida.		

Additional Comments:

By: _____
Authorized Signatory for Enterprise Florida

Name (Printed): _____

Title: _____

Date _____

Exhibit F

FLPP Compliance Checklist

Borrower Name/Loan Number

- Verify that no loans exceed \$20m including private investment but not including borrower cash equity.
- Verify that the investee has no more than 250 employees.
- Verify that the loan was made for an eligible business purpose.
- Verify that each lender that has received credit support for a transaction has at least 20% of their own capital at risk. If there are multiple lender's then their collective risk must be at least 20%.
- Verify that a signed borrower Use of Proceeds Assurance has been provided and is specific to the loan and includes the assurance language from the national compliance standards.
- Verify that a signed lender/investor Use of Proceeds Assurance has been provided and is specific to the loan and includes the assurance language from the national compliance standards.
- Verify that the Borrower Certification has been signed by the borrower(s).
- Confirm that signatures on all forms were supplied by individuals who are authorized to sign.
- Insure that the transaction is added to the program tracking sheet.

Signature and Date of Review

Exhibit G

SSBCI Quarterly Report



3/31/2020
 3/31/2020
 3/31/2020

18,000,000
 18,000,000
 18,000,000
 18,000,000
 18,000,000

Company	Unlevered EBITDA	Capital Expenditures	Depreciation	Amortization	Goodwill Impairment	Share Repurchases	Dividends	Net Income	Minority Interest	Other	Net Income Available to Common Shareholders
Enterprise Florida	18,000,000										18,000,000

Company	Unlevered EBITDA	Capital Expenditures	Depreciation	Amortization	Goodwill Impairment	Share Repurchases	Dividends	Net Income	Minority Interest	Other	Net Income Available to Common Shareholders
Enterprise Florida	18,000,000										18,000,000

Company	Unlevered EBITDA	Capital Expenditures	Depreciation	Amortization	Goodwill Impairment	Share Repurchases	Dividends	Net Income	Minority Interest	Other	Net Income Available to Common Shareholders
Enterprise Florida	18,000,000										18,000,000

Approved: _____
 Date: 3/31/2020

Approved by: _____
 Date: 3/31/2020

Exhibit H
EFI INTERNAL CONTROLS

The following internal controls are in place at Enterprise Florida as it relates to the financial and operational activity of the SSBCI funded capital programs:

Florida Loan Participation Program:

- Director of MaSBEC (or VP of Finance) will process all loan participation (FLPP) applications received:
 - Ensure loan participation complies with all items on the Compliance Checklist.
 - Prepares Opportunity Summary to present to DEO.
- EFI Chief Operating Officer (or VP of Finance if COO not present) will review and approve the Compliance checklist and Opportunity Summary.
- The Opportunity Summary is forwarded to DEO for approval.
- Commitment Letter & Loan Participation Agreement are prepared by EFI and sent to originating lender for signature after receipt of DEO approved Opportunity Summary.
- Executed copies of the Commitment Letter & Loan Participation Agreement are returned to EFI and DEO.
- EFI prepares a Request for Payment (RFP), which must be signed by CEO or COO prior to funding of loan participation.

Florida Venture Capital Program

Internal controls for the Florida Opportunity Fund include segregation of duties to ensure the safe keeping and prudent use of financial resources provided by the SSBCI. These controls include:

- Leads provided via the FOF website, Board of Directors, Investment Advisor or other.
- Investment Advisor reviews all investment inquiries for potential program compatibility.
- Once initial due diligence is satisfied, an Investment Memorandum is prepared by the investment advisor and sent to FOF/EFI staff for review to ensure program compliance.
- Upon completion of review and approval, FOF staff forward copy of investment memorandum and compliance checklist to DEO for review.
- Investment Memorandum is sent to the FOF Board of Directors, which is made up of 5 independent members selected by the EFI Board of Directors and vetted by the EOG.
- FOF Board meeting is held to review the potential investment opportunity. The Investment manager presents the investment opportunity to FOF Board members, where investment structure and viability is discussed.
- FOF staff review and discuss any concerns of proposed investment with FOF Board Directors.
- FOF Board of Directors vote to approve investment for funding.
- Requests for use of program funding must be submitted via a Request for Payment (RFP), which lists the payee, payee address, purpose of payment, EFI personnel initiating payment, and EFI signature approving payment.
- Payment requests are submitted to accounting@enterpriseflorida.com.
- EFI personnel reviews payment request and prepares RFP for signature.
- FOF management signs RFP which authorizes payment to be made
- EFI accounting enters, reviews and processes payment request. Payments are made via check, ACH, credit card and/or wire.

Cash/Asset Controls:

- Program cash activity is reviewed monthly and bank reconciliations are completed for each FLVCP bank account by EFI accounting staff and reviewed by V.P of Finance.
- Bank reconciliations are reviewed annually by independent auditors.
- Bank balances reported in FOF financial reports are confirmed by independent auditors.
- EFI accounting personnel are the only people with access to FOF funds.
- Florida Opportunity Fund officers are the only persons authorized to legally bind FOF to contracts. Contract authorization follows EFI purchasing guidelines.