CERTIFIED TECHNOLOGY PARK AGREEMENT

This Agreement is among the Indiana Economic Development Corporation (hereinafter referred to as "IEDC"), Martin County, Indiana (hereinafter referred to as the "County") and the Martin County Redevelopment Commission (hereinafter referred to as the "Commission"), regarding the designation, pursuant to the County's Certified Technology Park Application dated September 8, 2004 (the "Application"), as an Indiana certified technology park (hereinafter referred to as the "Certified Technology Park") under Indiana Code, Title 36, Article 7, Chapter 32 (hereinafter referred to as the "Certified Technology Park Statute"), of an area identified in Section 3 of this Agreement.

WHEREAS, the IEDC, after reviewing the Application, has determined that the Application meets the requirements set forth in Section 11 of the Certified Technology Park Statute as well as the criteria established by the IEDC regarding the designation of certified technology parks thereby enabling the IEDC to designate the real estate more specifically described in Section 3 and Exhibit A of this Agreement as a Certified Technology Park pursuant to the Certified Technology Park Statute; and

WHEREAS, the establishment of high technology activities and public facilities within the Certified Technology Park serves a public purpose and is of benefit to the general welfare of the citizens of the County by encouraging investment, job creation and retention, and economic growth and diversity; and

NOW, THEREFORE, the parties to this Agreement, in consideration of the mutual covenants, obligations, and stipulations set forth herein, witness and agree as follows:

SECTION 1. PURPOSE OF AGREEMENT: Pursuant to the Certified Technology Park Statute, and in accordance with the terms and conditions contained herein, the purpose of this Agreement is to establish the terms and conditions governing the Certified Technology Park.

SECTION 2. TERM OF AGREEMENT: This Agreement will commence as of the latest date of execution by the parties hereto, and shall continue in effect during the existence of the Certified Technology Park.

SECTION 3. DESCRIPTION OF THE AREA TO BE INCLUDED WITHIN THE CERTIFIED TECHNOLOGY PARK: A copy of the legal description for the area that will constitute the Certified Technology Park is attached hereto as "Exhibit A", and is incorporated herein by reference thereto.

SECTION 4. COVENANTS AND RESTRICTIONS: The following covenants and restrictions are applicable to all properties contained within the Certified Technology Park:

a. All funds from the Certified Technology Park's Incremental Tax Financing Fund ("CTP Revenues") as well as grants, if any, awarded from the Technology Development Grant Fund shall be expended only in compliance with the Certified

Technology Park Program Requirements of the IEDC, as amended from time to time.

b. Unless otherwise approved in advance in writing by the IEDC, the types of businesses eligible for location in the Certified Technology Park and tax increment recapture are expressly limited to businesses defined in Section 7 of the Certified Technology Park Statute as a High Technology Activity; provided, however, that nothing herein precludes location of another tenant in the Certified Technology Park that does not qualify as a High Technology Activity with the understanding that no tax increment will be recaptured on such a business without the IEDC's prior written consent.

c. The Commission, before February 1st of each year, shall provide IEDC with a complete list of the employers in the Certified Technology Park, and the street names and the range of street numbers of each street in the Certified Technology Park.

SECTION 5. FINANCIAL COMMITMENTS: As part of the development of the Certified Technology Park, the County and Commission have made the financial commitments outlined in Exhibit B.

SECTION 6. PRIMARY ACTIVITIES WITHIN THE TECHNOLOGY PARK:

a. The County shall make every effort to ensure that the primary activity of the Technology Park shall be for high technology activities as defined in the Certified Technology Park Statute. The County shall notify IEDC at any time that the primary focus of the business activities occurring within the Certified Technology Park does not consist of high-technology activities.

b. The County shall annually submit to IEDC, on or before December 31st of each year, a report that provides an update regarding the developments that have occurred within the Certified Technology Park including the number of jobs that have been created, the amount of capital investments that have occurred and the products developed within the Certified Technology Park that have been commercialized.

SECTION 7. CERTIFIED TECHNOLOGY PARK INCREMENTAL TAX FINANCING FUND: The Certified Technology Park Incremental Tax Financing Fund established under Section 22 of the Certified Technology Park Statute shall receive (i) 50% of the aggregate amount of state gross retail and use taxes that are remitted under I.C. 6-2.5 by businesses operating in the Certified Technology Park, as provided for in I.C. 36-7-32-22(b)(1); and (ii) 50% of the incremental tax amounts provided for in I.C. 36-7-32-22(b)(2)(A); and (iii) the incremental tax amounts provided for in IC 36-7-32-22(b)(2)(B)-(D). Notwithstanding the foregoing or anything in the Certified Technology Park Statute to the contrary, not more than a total of two million five hundred thousand dollars ($2,500,000) may be deposited in the incremental tax financing fund for the Certified Technology Park over the life of the Certified Technology Park.

SECTION 8. CERTIFIED TECHNOLOGY PARK FUND: Except as set forth in Section 4 of this Agreement, money deposited in the Certified Technology Park Fund Created under Section 23 of the Certified Technology Park Statute may be used by the Commission only for one or more of the following purposes:

a. Acquisition, improvement, preparation, demolition, disposal, construction, reconstruction, remediation, rehabilitation, restoration, preservation, maintenance, repair, furnishing, and equipping of public facilities.

b. Operation of public facilities as defined in the Certified Technology Park Statute.

c. Payment of the principal of and interest on any obligations that are payable solely or in part from money deposited in the Certified Technology Park Fund and that are incurred by the Commission for the purposes of financing or refinancing the development of public facilities in the Certified Technology Park.

d. Establishment, augmentation or restoration of the debt service reserve for obligations described in Section 8c of this Agreement.

e. Payment of the principal of and interest on bonds issued by the County to pay for public facilities in or serving the Certified Technology Park.

f. Payment of premiums on the redemption before maturity of bonds described in Section 8c of this Agreement.

g. Payment of the amounts due under leases payable from moneys deposited in the Certified Technology Park Fund.

h. Reimbursement to the County for expenditures made by it for public facilities in or serving the Certified Technology Park.

i. Payment of expenses incurred by the Commission for public facilities that are in or serving the Certified Technology Park.

j. For any purpose authorized by an agreement between the Commission and another redevelopment commission entered into under Section 26 of the Certified Technology Park Statute.

k. For any other purposes permitted by the Certified Technology Park Statute, as amended.

SECTION 9. NONDISCRIMINATION: Pursuant to Indiana Code, Title 27, Article 9, Chapter 1, Section 10, and the Civil Rights Act of 1964, the County shall not discriminate against any employee or applicant for employment in its activities relating to the operation of the Certified Technology Park. The County shall not discriminate with respect to the hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, religion, sex, handicap, national origin, ancestry, or status as a veteran. Breach of this covenant may be regarded as a material breach of this Agreement.

SECTION 10. NOTICE TO PARTIES: Whenever any notice, statement or other communications shall be sent to the IEDC, or the County and the Commission, it shall be sent to the following address, unless otherwise specifically advised in writing.

Notices to the Indiana Economic Development Corporation shall be sent to:

Indiana Economic Development Corporation
Chief Financial Officer
One North Capitol, Suite 700
Indianapolis, Indiana 46204

Notices to Martin County, Indiana and the Commission shall be sent to:

Michael Dant
President, Martin County Commissioners
P.O. Box 359
Shoals, IN 47581

SECTION 11. AUTHORITY TO BIND: Notwithstanding anything in this Agreement to the contrary, the signatories for the County and the Commission each represents that they have been duly authorized to execute this Agreement on its behalf.

SECTION 12. AMENDMENT OF THIS AGREEMENT: This Agreement may be amended only with the review and written approval of all parties hereto.

SECTION 13. REMEDIES NOT IMPAIRED: No delay or omission of IEDC in exercising any right or remedy available under this Agreement shall impair any such right or remedy, or constitute a waiver of any default or acquiescence thereto.

SECTION 14. COMPLIANCE WITH LAWS: The County agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances.

SECTION 15. GOVERNING LAWS: This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana, notwithstanding its choice of law rules to the contrary or any other state's choice of law rules and suit, if any, must be brought in the State of Indiana.

SECTION 16. ENTIRE AGREEMENT: This Agreement and attachments hereto contain the entire understanding of the parties and this Agreement supersedes all prior Agreements and understandings, oral and written, with respect to this subject matter.

SECTION 17. MAINTAINING A DRUG-FREE WORKPLACE: The County hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The County will give written notice to the IEDC within ten (10) days after receiving actual notice that an employee has been convicted of a criminal drug violation occurring in the workplace.

False certification or violation of the certification may result in sanctions including, but not limited to, suspension of benefits, termination of this Agreement and/or debarment from doing further business with the State of Indiana and the IEDC for up to three (3) years.

In addition to the provisions of the above Paragraphs, if the total Agreement amount set forth in this Agreement is in excess of $25,000.00, the County hereby further agrees that this Agreement is expressly subject to the terms, conditions and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all agreements with and grants from the State of Indiana is excess of $25,000.00. No award of an agreement shall be made, and no contract, purchase order or agreement, the total amount of which exceeds $25,000.00, shall be valid, unless and until this certification has been fully executed and be made a part of this Agreement as part of the Agreement documents.

The County certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the County's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and

B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the County's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace.

C. Notifying all employees in the statement required by subparagraph (a) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and,

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

SECTION 18. INDEMNIFICATION: The County agrees, to the extent permitted by law, to indemnify, defend, and hold harmless the IEDC and its agents, officers and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the County. The IEDC shall not provide such indemnification to the County.

SECTION 19. PENALTIES/INTEREST/ATTORNEYS' FEES: IEDC will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as may be required by Indiana law, in part, Indiana Code, Title 5, Article 17, Chapter 5, Section 1 et seq., Indiana Code, Title 34, Article 54, Chapter 8, Section 5 and Indiana Code, Title 34, Article 13, Chapter 1, Section 6.

SECTION 20. SEVERABILITY: The invalidity of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Agreement.

SECTION 21. EFFECT UPON DESIGNATION DUE TO FAILURE TO COMPLY WITH AGREEMENT TERMS: Upon designation of the Certified Technology Park under the terms of this Agreement and the Certified Technology Park Statute, subsequent failure of any party to comply with the terms of this Agreement shall not result in the termination or rescission of the designation as a certified technology park; provided, however, subject to the provisions of the Certified Technology Park Statute, the IEDC retains the right to revoke the tax increment and recapture rights of the Certified Technology Park in the event of noncompliance by the County, the Commission or any tenant located in the Certified Technology Park with any terms of this Agreement.

SECTION 22. DEFINITIONS: Terms not otherwise defined in this Agreement shall have the meanings set forth in the Certified Technology Park Statute.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this Agreement on the dates entered below.

Signature Page of Martin County Redevelopment Commission to Certified Technology Park Agreement

MARTIN COUNTY REDEVELOPMENT COMMISSION

By: Paul E. Shaw

Printed Name: PAUL E. SHAW

Title: PRESIDENT

Date: 23 MAY 2006

Signature Page of Martin County, Indiana
to Certified Technology Park Agreement

MARTIN COUNTY, INDIANA

By: ______________________________

Printed Name: MICHAEL D DANT

Title: PRESIDENT OF COMMISSIONERS

Date: 5-23-06

EXHIBIT "A"

LEGAL DESCRIPTION

INDIANA ECONOMIC DEVELOPMENT CORPORATION

By: ______________________ cBS

Printed Name: Michael S. Maurer

Title: President

Date: 6-13-06

Michael D. Dant, President
Kevin R. Boyd
John R. Collins

THE MARTIN COUNTY
BOARD OF COMMISSIONERS
111 S. Main Street, P.O. Box 600
Shoals, Indiana 47581
Telephone 812-247-3731
Fax 812-247-2756

April 20, 2006

Mr. Ryan Asberry, Director
Certified Technology Program
Indiana Economic Development Corporation
One North Capitol, Suite 700
Indianapolis, IN 46204

Subject: Martin County's Financial Commitment to Westgate @ Crane Technology Park

Dear Mr. Asberry:

On behalf of the Martin County Board of Commissioners and the Martin County Council, we are pleased to report that the following funds have been either committed or spent toward the Martin County Property described in the attached legal description:

1.	Property Taxes Forgiven at Tax Sale	$96,741
2.	Legal Expense for Acquisition of Title to Property	10,000
3.	Legal Expense for Title Opinion & Liability Issues	8,610
4.	Local Match for initial Planning Grant	5,600
5.	Local Match for CEDF Demolition Project	46,587
6.	Local Match for CEDF Sanitary Sewer Extension	30,035
7.	Economic Development Director 2005	26,750
8.	Economic Development Director 2006	35,000
	Total	$259,323

This is the grand total of funds either spent or committed to date for the Martin County Site. We are continuing to pursue funding options available to us that will result in two buildings within our property that will ultimately serve SAIC. We are in need of additional commitments from IEDC concerning the grant funding available to serve these needs. Your early response to this request will be greatly appreciated by all.

Most Sincerely,

Michael D. Dant, President
Martin County Board of Commissioners

cc: Martin County Commissioners
Martin County Council
Martin County Attorney & File
SIDC
Jerry L. Ott, Economic Development

Legal Description of the Martin County Technology Park Area:

A parcel of land comprising thirty-four and twenty hundredths (34.20) acres, more or less, located in the County of Martin, State of Indiana, more particularly described as follows:

The South one-half (½) of the West, one-half (½) of the Northwest one-quarter (¼) of Section Six (6), Township Five (5) North, Range Four (4) West of the Second Principal Meridian, Martin County, Indiana.

EXHIBIT "B"

FINANCIAL COMMITMENTS