FIRST AMENDMENT TO JOINT USE AGREEMENT

WRIGHT STATE UNIVERSITY
and
ADVANCED TECHNICAL INTELLIGENCE CENTER

This First Amendment to Joint Use Agreement (this "Amendment") is made and entered into this 25th day of November, 2008, by and between Wright State University (hereinafter referred to as the "University") and the Advanced Technical Intelligence Center For Human Capital Development, an Ohio non-profit corporation (hereinafter referred to as "ATIC").

W I T N E S S E T H, THAT:

WHEREAS, the University and ATIC previously entered into a Joint Use Agreement dated June 14, 2007 (the "Joint Use Agreement") following the 126th General Assembly of Ohio's enactment of House Bill 699 which included a specific appropriation of capital improvement resources directed to the University for the benefit of ATIC in the total amount of two million five-hundred thousand dollars ($2,500,000) (the "Original Appropriation"); and

WHEREAS, the 127th General Assembly of Ohio has enacted House Bill 562 which includes a specific appropriation (in line item C27527) of capital improvement resources directed to the University for the benefit of ATIC in the total amount of two million five-hundred thousand dollars ($2,500,000) (the "New Appropriation"); and

WHEREAS, the University has concluded that the value of its use of the facility, other ATIC resources, and numerous mutually beneficial collaborations resulting from its participation with ATIC in the described endeavors is reasonably related to the amount of the Original Appropriation and the New Appropriation; and

WHEREAS, University and ATIC desire to enter into this Amendment for the purpose of providing the manner in which the New Appropriation will be made available to ATIC, largely to the same extent as provided in the Joint Use Agreement, except as otherwise amended by this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants, promises, conditions and terms to be kept and performed, it is hereby agreed between the parties hereto as follows:

1. That the University will submit to the Chancellor of the Ohio Board of Regents a request for the release of two million five-hundred thousand dollars ($2,500,000) of the New Appropriation identified in this Amendment. The University will collect an amount equal to the administrative fee permitted by House Bill 562, but will invest these funds in curriculum development and

other collaborative activities related to the Mission (as defined in the Joint Use Agreement).

2. That ATIC will expend the funds in the same manner and for the same purposes as set forth in the Joint Use Agreement.

3. That the term of this Amendment shall be fifteen (15) calendar years (ending in calendar year 2023) commencing upon its execution by the parties.

4. That in the event this Amendment is terminated: (i) by the University pursuant to Section 6 of the Joint Use Agreement; (ii) by ATIC prior to the expiration of the Amendment term; or (iii) by the University as a result of ATIC's use of funds in connection with a Facility (as defined in the Joint Use Agreement) that is not completed in a way that permits the University to substantially prosecute the Mission, then ATIC shall return to the State of Ohio a pro rata portion of the Original Appropriation and the New Appropriation received by ATIC to be calculated by: (i) dividing the amount of the Original Appropriation and the New Appropriation received by ATIC by fifteen (15); multiplied by: (ii) the result of fifteen (15), minus the number of years, complete or partial, of the term that have transpired since the effective date of this Amendment.

5. That the funds appropriated for the project by the State of Ohio shall be used only for capital improvements as defined in House Bill 562, 127th General Assembly.

6. That after appropriate state approvals, the funds provided in House Bill 562 will be released to the University and subsequently transferred by the University to ATIC after presentation by ATIC to the University of invoices related to obligations incurred by ATIC for permitted uses of the appropriated funds. Such obligations must be properly documented to the reasonable satisfaction of the University.

7. That, except as otherwise provided in this Amendment, the terms and conditions of the Joint Use Agreement shall remain in full force and effect and the University and ATIC hereby ratify the terms and conditions of the Joint Use Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the later date below written.

Advanced Technical Intelligence Center For Human Capital Development

By: Richard Annan
Its: Chairman

11/25/08
Date

Wright State University

By: Matthew V Filippis
Its: VP for Business and Fiscal Affairs

11/25/2008
Date

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