

**MEMORANDUM OF MUTUAL COOPERATION AND
UNDERSTANDING**

By and between:

MUSCATATUCK CENTER FOR COMPLEX OPERATIONS;

NORTH VERNON MUNICIPAL AIRPORT;

INDIANA STATE UNIVERSITY;

And

MCKELLAR PROPERTY, LLC

WHEREAS, The Muscatatuck Center for Complex Operations (MCCO) is part of the Indiana National Guard, responsible for planning and operating the Atterbury-Muscatatuck facilities (described further in Exhibit "A"); and,

WHEREAS, North Vernon Municipal Airport (KOVO) is a municipally controlled and operated airport, providing chartered airport facilities for private and commercial aircraft and an established class E airspace surrounding those facilities (described further in Exhibit "B"); and,

WHEREAS, Indiana State University (ISU) is a political subdivision of the State of Indiana and has previously entered into agreements with the Indiana National Guard to provide support for Unmanned Aerial Systems (described further in Exhibit "C"); and,

WHEREAS, McKellar Property, LLC (McKellar) is a private, for-profit Limited Liability Company, duly organized under the laws of the State of Indiana, which owns a private airstrip commonly known as Brush Creek located adjacent to the Muscatatuck Urban Training Center (MUTC...a portion of the facilities described in Exhibit "A") (described further in Exhibit "D"); and,

WHEREAS, MUTC lies within five miles of KOVO and Brush Creek; and,

WHEREAS, All parties to this Memorandum seek to cooperate on a myriad of efforts and collaborations related to Unmanned Aerial Systems and Vehicles, and, in furtherance of that goal, the proper coordination, (as defined below), of any and all Unmanned Aerial System ("UAS") activity occurring anywhere within MUTC's FAA approved Certificate of Authority (COAs) for flight operations to mitigate safety concerns for and provide awareness to KOVO and Brush Creek of all such UAS flying activities is a perceived requirement; and,

WHEREAS, Specifically, three initiatives are currently contemplated under this Memorandum: 1) Application to the FAA for recognition/selection as a National UAS Test location; 2) Application for "Class D" airspace over and around KOVO Airport to include MUTC; and 3) Application for a series of COAs related to various exercises and research to be conducted at MUTC.

THEREFORE, IN MUTUAL CONSIDERATION OF THE PREMISES, THE PARTIES AGREE TO THE FOLLOWING:

- 1) MUTC, at its Butlerville, Indiana location, shall coordinate all DoD UAS activity within the MCCO COAs as directed by this agreement

- 2) The following procedures shall be followed:
 - a. MUTC shall contact the KOVO Airport Manager and Brush Creek for all activities to be conducted under this Memorandum. The KOVO Airport Manager and Brush Creek shall then determine the acceptability of such request.
 - b. Notice of intended missions/UAS uses shall be forwarded to KOVO and Brush Creek as far in advance as possible.
 - c. A record of all UAS reported flight activity to MUTC shall be available at all time to KOVO and Brush Creek.
 - d. Requested MUTC COA dimensions will give due consideration to KOVO and Brush Creek flight operations. Design and scheduling of such COAs will be constructed so as not to interfere with flight operations at the KOVO airport and Brush Creek, unless UAS launch and recovery will occur at KOVO or Brush Creek, respectively. If launch and recovery is coordinated at KOVO and/or Brush Creek, then COA dimensions will be determined on a case by case basis and with the consent of both KOVO and Brush Creek.
 - e. All UAS flight operations in the National Airspace System shall be accompanied by a Certificate of Authorization from the FAA.
 - f. All COA activities will be NOTAMed well in advance of scheduled use.
 - g. Publicity releases and news releases involving activities under this MOU shall not be initiated by any party to this Memorandum unless mutually agreed upon.

- h. In case of a UAS accident or mishap, the military shall conduct the accident investigation in accordance with applicable regulations, and the Office of Aircraft Services.
 - i. MCCO shall coordinate directly with the KOVO Airport Board President and McKellar Corporation President when communicating information pertaining to MOU policy revisions, program recommendations, or management concerns regarding implementation of the agreement.
 - j. During IMC conditions, where COA design and subsequent use would interfere with instrument approaches into the KOVO and/or Brush Creek airport, the UAS event scheduled will be preempted.
- 3) This Memorandum shall become effective upon the signature of all involved parties and remains in effect until terminated. Any party may terminate this Agreement upon presentation of a written notice to the other party. The provisions of the Memorandum may be amended at any time upon mutual agreement of the parties.

IN MEMORADUM WHEREOF, THE PARTIES HEREBY AFIX THEIR SIGNATURES:

Charles Carson
 North Vernon Municipal Airport
 By: CHARLES CARSON
 Its: Ryan A Cunny

Omer C Tooley
 Muscatatuck Center for Complex Operations
 By: Omer C Tooley
 Its: Commanding General

Jack Maynard
 Indiana State University
 By: JACK MAYNARD
 Its: Provost

James W McKellar
 McKellar Property, LLC
 By: JAMES W. MCKELLAR
 Its: President

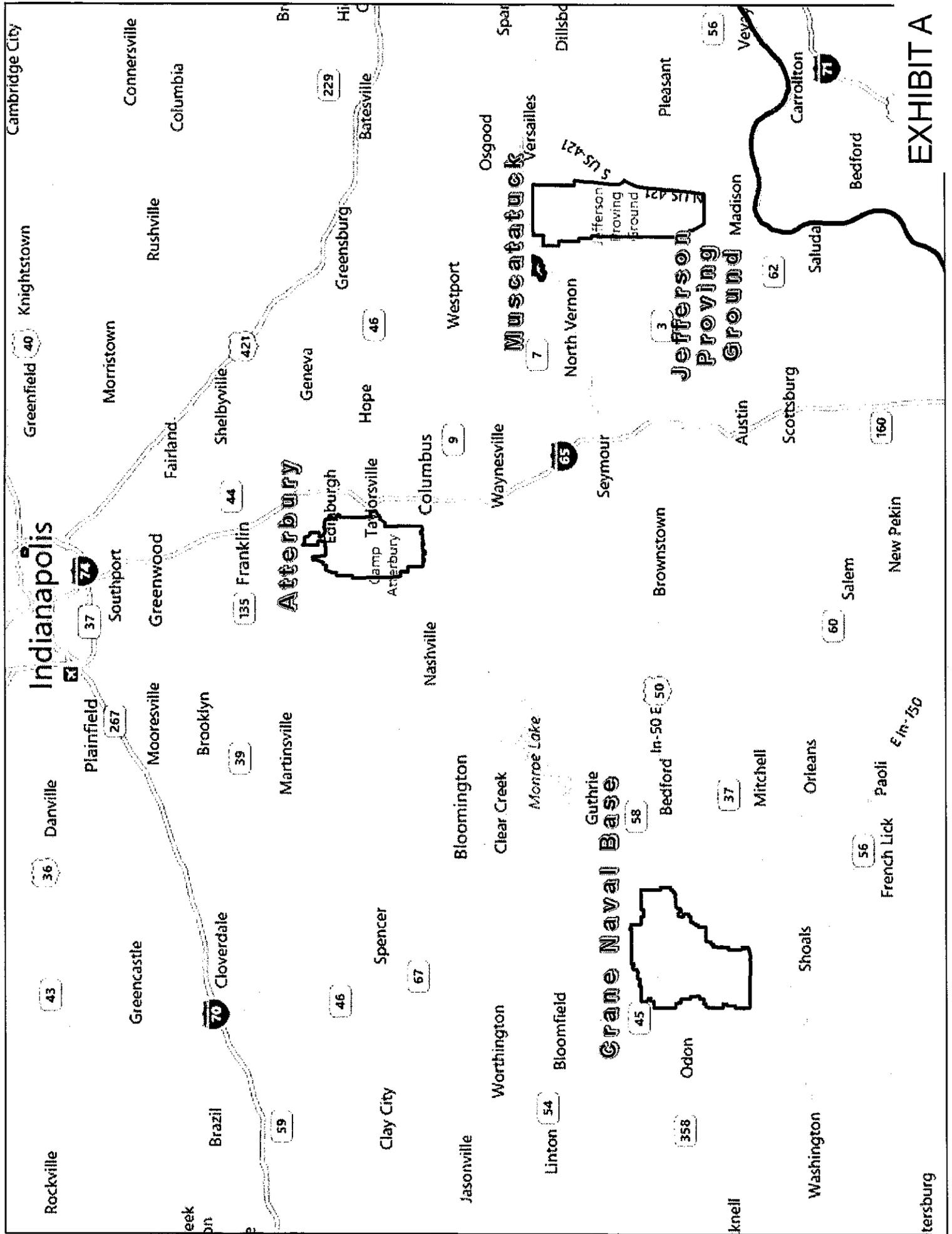


EXHIBIT A

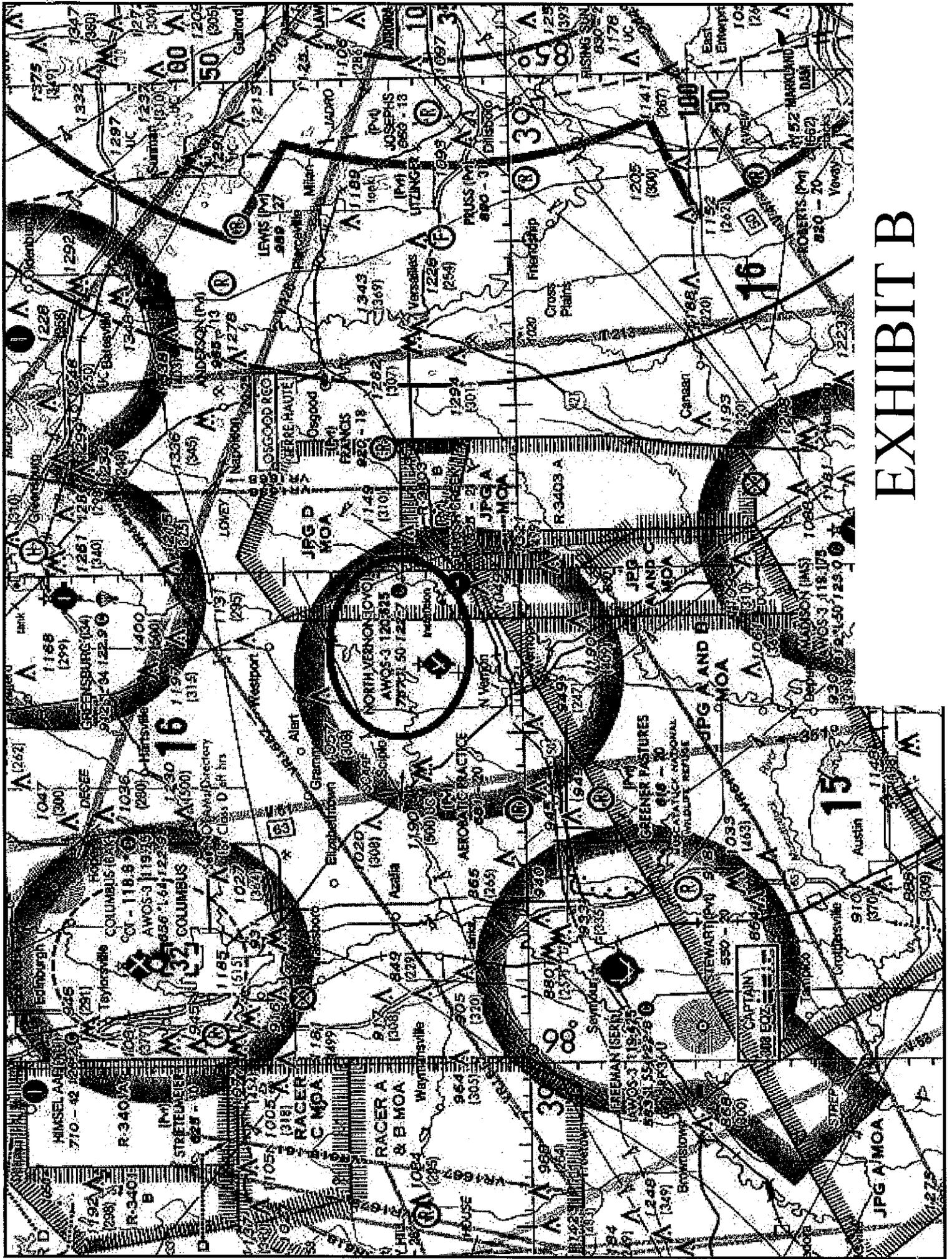


EXHIBIT B

MEMORANDUM OF AGREEMENT

BETWEEN

**INDIANA NATIONAL GUARD CAMP ATTERBURY-
MUSCATATUCK CENTER FOR COMPLEX OPERATIONS
(CAMCCO)**

AND

THE PRESIDENT OF INDIANA STATE UNIVERSITY

WHEREAS, Indiana State University is a public educational institution and a statutory body corporate and politic with its campus located in Terre Haute Indiana, whose primary purpose is to provide educational opportunities to citizens of the State of Indiana and the United States and to support research and service by faculty and students on issues affecting the lives of Americans and people around the world, and

WHEREAS, Indiana State University, through its faculty expertise, numerous contacts within and beyond the United States, is positioned to offer research, development, training, and expertise in a number of disciplines critical to the defense, protection, and security of both the State of Indiana and the United States, and

WHEREAS, the Camp Atterbury-Muscatatuck Center for Complex Operations (CAMCCO) operated by the Indiana National Guard is a critical resource for the defense of the United States and the protection of the citizens and property of the State of Indiana, and

WHEREAS, CAMCCO is a critical resource for the training of civilian and military personnel and responders to man made and national disasters, and

WHEREAS Indiana State University recognizes the unique nature of the Muscatatuck Urban Training Center (MUTC) in regards to its location, size, and ability to provide enhance realistic hands on urban training for military, governmental, private sector entities, and non-governmental organizations, and

WHEREAS, Indiana State University, as an recognized research and educational institution, desires to partner with the Indiana National Guard in the creation and establishment of an effective research, education, and training model for CAMCCO, with emphasis on preparing civilian and military personnel to engage more effectively in crisis leadership to prevent, provide protection and develop preparedness for man-made or natural crisis events, and

EXHIBIT C

WHEREAS, Indiana State University and the Indiana National Guard seek to engage one another and partner their collective facilities and resources for the enhancement and the effectiveness and use of CAMCCO and MUTC, and

WHEREAS both Indiana State University and the Indiana National Guard desire to create, develop, and maintain a long-term collaborative relationship, and seek to establish such relationship formally through this Memorandum of Agreement, and

NOW, THEREFORE, Indiana State University and the Indiana National Guard (collectively, the Parties) agree as follows:

1. The Parties to this Memorandum of Agreement (MOA) agree that their joint intent is to establish, develop, and sustain a structured relationship that is mutually beneficial to both Parties' long-range goals and objectives as described above, by having each Party provide personnel and other resources to advance those goals and objectives.

2. The provisions of this MOA are designed and intended to facilitate:
 - a. Access to Indiana State University's resources, expertise, and research capabilities through The Center for Homeland Security and Crisis Leadership (CHSCL) or other programs;
 - b. Access to CAMCCO resources, expertise, and facilities, which include the MUTC.
 - c. Development of the CHSCL into an effective collaborative mechanism between Indiana State University and the Indiana National Guard concerning CAMCCO and the broader challenges relating to complex operations;
 - d. Mutual cooperation and organization of research opportunities, education programs, and a training environment benefiting both state and national interests; and
 - e. The procurement of resources from private and governmental sources to ensure the creation and sustainment of a successful research agenda, education programs, and training model.

3. Indiana State University commits its support to the Indiana National Guard in making CAMCCO a nationally recognized training center for Homeland Security and Crisis Leadership training by making good-faith efforts to make available, through CHSCL, relevant expertise from its campus, internet education programs and from the units contained in the following non exclusive list:
 - College of Arts and Sciences
 - Bayh College of Education
 - College of Nursing, Health, and Human Services
 - College of Technology
 - Scott College of Business

4. The Indiana National Guard, through CAMCCO, commits its support by pledging its expertise, resources, and specifically allocated financial resources to the pursuit of mutually agreed goals and projects.
5. Each Party pledges that it will negotiate in good faith and enter into any written contracts, agreements or memorandums necessary to further define, develop, or expand the relationship contemplated in this MOA.
6. Each Party pledges that it will negotiate in good faith and enter into any written contracts, real estate leases, property agreements, enhanced land use agreements, insurance arrangements, or, as limited by law or policy, hold harmless agreements, necessary to effectuate mutually agreed goals and projects.
7. The Parties also hereby agree to utilize the various partnerships that each Party maintains with third parties to develop a mutually beneficial research agenda, education programs, and training model for CHSGL and CAMCCO.
8. Each Party shall appoint primary points of contact within their respective organizations to ensure that this MOA remains effective and continuing. The initial contacts are:

Indiana National Guard:

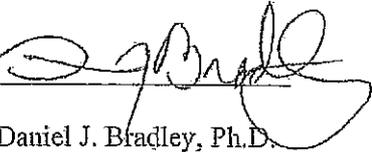
Kenneth Ring
COL, INARNG
Deputy Commander
Camp Atterbury-Muscatatuck Center for Complex Operations
Bldg 4A
PO Box 5000
Edinburgh, IN 46124-5000
Office: (812) 526-1583
Office Administrator: (812) 526-1499 x 3982
Cell: (317) 508-2366
Email: ken.ring@us.army.mil

Indiana State University:

Richard E. Baker, Ph.D.
Director
Center for Homeland Security and Crisis Leadership
Terre Haute, IN 47809
Office: (812) 237-2662
Email: Richard.Baker@indstate.edu

9. The Parties May amend this MOA by mutual written agreement.
10. This MOA shall remain in effect until replaced by any superseding agreement or until one Party provides written notice of termination to the other Party pursuant to Section II of the MOA.
11. Either Party may terminate this MOA for any reason, provided that the terminating Party provides written notice of its intent to terminate to the other Party no less than thirty (30) days prior to terminating this MOA.
12. The parties agree that this MOA is a declaration of the Parties' mutual intent and good faith in pursuing their joint objectives, and shall not be considered or construed as a legally binding document under the laws of the State of Indiana.

INDIANA STATE UNIVERSITY

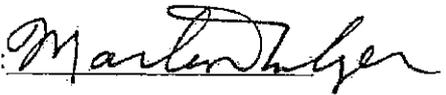
Signature: 

Name: Daniel J. Bradley, Ph.D.

Title: President

Date: December 5, 2011

INDIANA NATIONAL GUARD

Signature: 

Name: R. Martin Umbarger

Title: Adjutant General

Date: 5 Dec 2011

MEMORANDUM OF UNDERSTANDING

By and between the

INDIANA NATIONAL GUARD

And

INDIANA STATE UNIVERSITY

WHEREAS, The Indiana National Guard (INNG), thru its Mascatauck Center for Complex Operations (MCCO) has established its training and testing sites as customer oriented, 21st century, complex, urban training platform which affords realistic "Whole of Nation/Whole of Government" training and testing environments; and,

WHEREAS, Jefferson Proving Grounds, Camp Atterbury and the Muscatatuck Urban Training Center are military training/testing areas controlled by the Indiana National Guard; and,

WHEREAS, the Indiana National Guard controls, operates and schedules restricted airspace, R3401 and R3403; and,

WHEREAS, in furtherance of the MCCO's mission, the proper coordination (as defined below of any and all Unmanned Aerial System ("UAS") activity occurring anywhere within those restricted areas controlled, operated and scheduled by the INNG (specifically R3401 and R3403) is a perceived requirement; and,

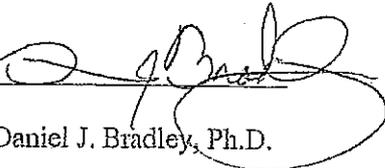
WHEREAS, Indiana State University ("ISU"), a political subdivision of the State of Indiana, represents that it has the ability to provide the necessary coordination of such UAS activity at no cost to MCCO

THEREFORE, IN MUTUAL CONSIDERATION OF THE PREMISES, THE PARTIES AGREE TO THE FOLLOWING:

- 1) ISU, at its Terre Haute location, shall act as a coordinating agency for civilian UAS activity within the INNG restricted areas as directed by this agreement.
- 2) ISU shall serve as a liaison for private companies seeking to test UAS technology in the INNG restricted areas on behalf of the INNG.
- 3) This Agreement shall not include the coordination of Department of Defense UAS activity in the national airspace or restricted/MOA airspace of the State of Indiana.

- 4) The following procedures shall be followed:
 - a. ISU at Terre Haute shall contact the Atterbury or Jefferson (as applicable) Range Commander by telephone or in his absence, the next Commanding Officer by telephone for all activities to be conducted under this MOU. ISU personnel making these contacts will be the UAS Program Director, Department Head of Aviation, or Dean of ISU. The Range Commander shall then determine the acceptability of such request. Such determination shall be made at the sole discretion of the Range Commander and may be withdrawn at any time prior to the mission.
 - b. Notice of intended missions shall be forwarded to INNG as far in advance as possible.
 - c. A record of all UAS reported flight activity to ISU shall be available at all time to the INNG.
 - d. All UAS flight operations, R&D or otherwise shall be accompanied by a flight application in restricted or MOA airspace.
 - e. All UAS flight operations in the National Airspace System shall be accompanied by a Certificate of Authorization from the FAA.
 - f. Publicity releases and news releases involving activities under this MOU shall not be initiated by either party unless mutually agreed upon.
 - g. In case of a UAS accident or mishap, the military shall conduct the accident investigation in accordance with applicable regulations, and the Office of Aircraft Services, ISU shall provide an investigator to assist and provide liaison to the military investigating team, as required.
 - h. INNG shall coordinate directly with the ISU Department of Aviation Technology Office when communicating information pertaining to MOU policy revisions, program recommendations, or management concerns regarding implementation of the agreement.
- 5) This Memorandum of Understanding shall become effective upon the signature of all involved parties and remains in effect until terminated. Any party may terminate this Agreement upon presentation of a written notice to the other party. The provisions of the MOU may be amended at any time upon mutual agreement of both parties.

INDIANA STATE UNIVERSITY

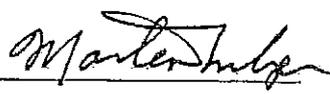
Signature: 

Name: Daniel J. Bradley, Ph.D.

Title: President

Date: December 5, 2011

INDIANA NATIONAL GUARD

Signature: 

Name: R. Martin Umbarger

Title: Adjutant General

Date: 5 Dec 2011

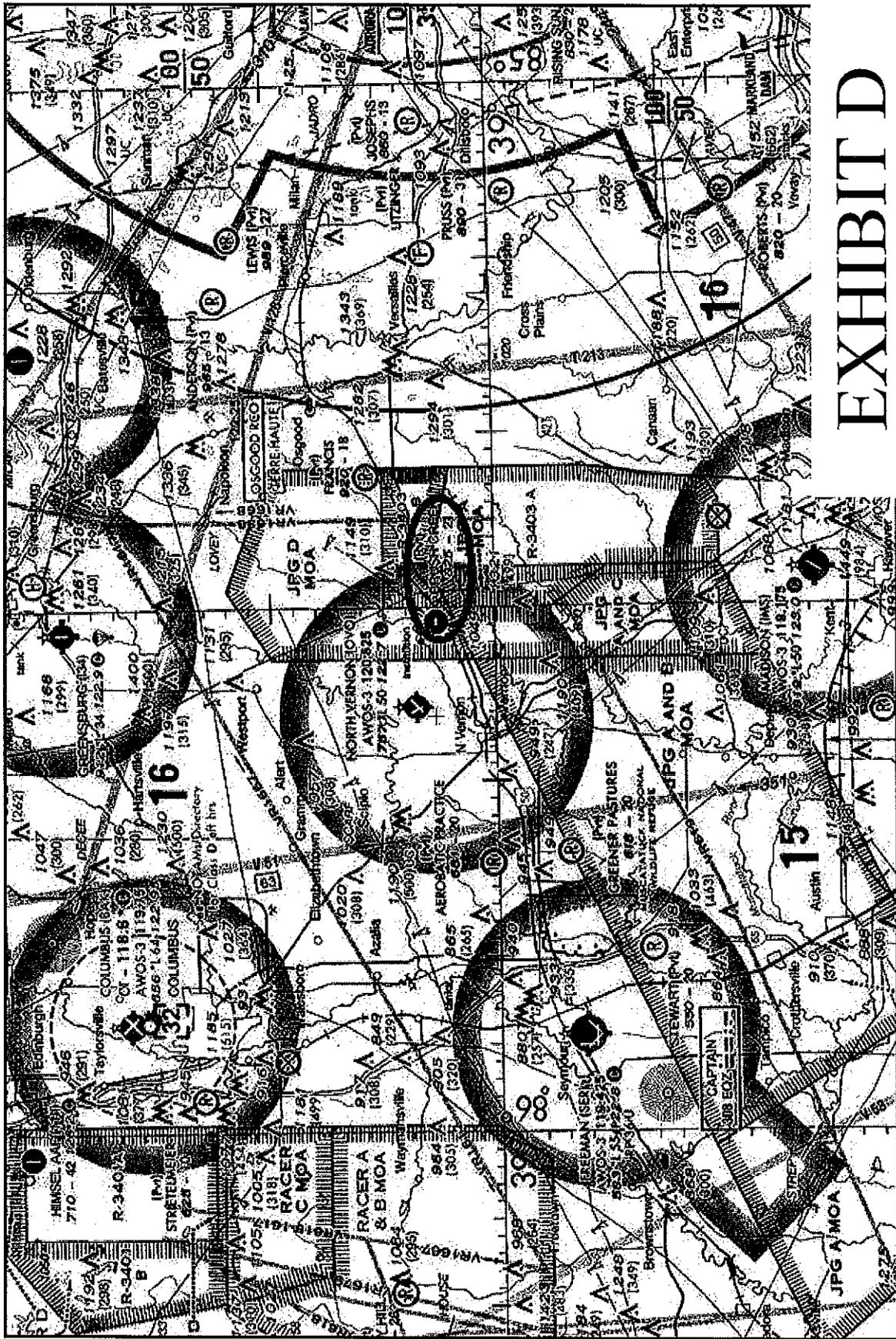


EXHIBIT D