

**DRAFT**

Deleted: G:\JSP\Client Files\Troy, City of 21767-006\City-University(Project) Agreement-2R.doc

**PROJECT AGREEMENT**

This **PROJECT AGREEMENT** ("Agreement") is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between the **CITY OF TROY**, an Alabama incorporated municipality (the "City"), **TROY UNIVERSITY**, a public corporation and instrumentality of the State of Alabama (the "University"), and **TROY UNIVERSITY FOUNDATION**, an Alabama non-profit corporation, (the "Foundation," and together with the University, the "University Parties").

Deleted: September

**WITNESSETH:**

**WHEREAS**, the parties have participated in the recruitment of CGI Technologies and Solutions, Inc., a Delaware corporation, its successors and assigns ("CGI"), a provider of systems integration and consulting, application and technology management, and business process services;

**WHEREAS**, it is expected that CGI will agree to locate and operate a facility to develop and test software and provide business process operations (the "CGI Project") within the corporate limits of the City;

**WHEREAS**, it is anticipated that, when fully placed in service, the proposed CGI Project will create at least 300 new jobs, and will have a significant impact on the tax base, tax revenues, job opportunities, and future growth in and around the City, as well as providing opportunities for students and graduates of the University;

**WHEREAS**, the parties hereto, along with Pike County Economic Development Corporation (collectively, the "Local Parties"), have negotiated an agreement with CGI whereby the Local Parties have agreed to provide certain incentives to CGI to locate the CGI Project within the City;

Deleted: pursuant to an Incentives Agreement negotiated with CGI (as attached hereto as Exhibit A, the "CGI Incentives Agreement"), the parties hereto, among other parties, have agreed to provide certain incentives to CGI to locate the CGI Project within the City

WHEREAS, the agreement between the Local Parties and CGI will be reduced to a written agreement (the "Incentives Agreement") substantially in the form of the agreement attached hereto as Exhibit A (with only such changes as are approved by all of the Local Parties);

Formatted: Indent: First line: 0.5"

WHEREAS, the Foundation owns a building (the "Building") on the site of the former Park Lane Shopping Center within the City, up to 50,000 square feet of which it is willing to lease to CGI for use as a long-term facility for the CGI Project (such portion, the "CGI Space");

WHEREAS, pursuant to the Incentives Agreement, the City will construct and renovate, as applicable, the CGI Space so as to provide a facility for the CGI Project during the term of the lease from the Foundation to CGI;

Deleted: permanent

WHEREAS, the University has requested that, in addition to the construction and renovation of the CGI Space, the City undertake to renovate the remainder of the existing Building and construct ancillary parking facilities, landscaping, lighting, and similar additions and an expansion to the Building so as to provide a total of 36,000 square feet of space (the "University Space") to the Foundation for use by the Foundation and the University for their operations;

Deleted: 30,000

WHEREAS, the construction and renovation of the Building undertaken by the City pursuant to this Agreement and the Incentives Agreement is herein called collectively the "Park Lane Project";

WHEREAS, the City intends to issue its warrants or bonds in one or more series to obtain the funds necessary to perform the work on the Park Lane Project; and

WHEREAS, the parties hereto have determined that it is appropriate to make the agreements hereinafter made to enable the City to proceed to construct and renovate the Park Lane Project and to set forth the respective rights and obligations of the parties.

**NOW, THEREFORE**, in consideration of the premises and the respective agreements, promises, and covenants of the parties hereto and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

**1. Definitions.**

"Code" means the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder.

"Determination of Taxability" means, and shall occur when, (i) the University Parties receive written notice from the City, supported by an opinion of nationally recognized bond counsel, that interest on some or all of the Bonds is Taxable or (ii) the Internal Revenue Service shall claim in writing that interest on some or all of the Bonds is Taxable; provided, that such a claim shall not be deemed a Determination of Taxability unless the Foundation is afforded reasonable opportunity (at its sole expense and for a period not to exceed two years) to pursue any judicial or administrative remedy available to the Foundation with respect to such claim.

"Taxable" means, with respect to the Bonds described herein, that interest is includable in the gross income of the holders thereof for federal income tax purposes; provided, however, that interest on the Bonds shall not be deemed "Taxable" because such interest is includable in any calculation of income under any alternative minimum tax, any foreign branch profits tax, or any other type of taxation other than the regular federal tax imposed on gross income.

**2. Park Lane Project Construction.** The City agrees to proceed in good faith to construct and renovate, as applicable, the Park Lane Project. The Park Lane Project shall be a building of at least 81,200 square feet, and shall contain the CGI Space and the University Space.

The CGI Space shall be built to the specifications provided in the Incentives Agreement. The University Space shall be built to the specifications set forth on Exhibit B hereto and shall be available for occupancy by the University Parties within \_\_\_\_ months of the date on

Deleted: CGI

which this Agreement is executed. Upon completion of the construction and renovation of the University Space, the City, the University, and the Foundation will execute a certificate certifying that such work has been satisfactorily completed and that the University Space is available for occupancy by the University Parties (the "Certificate of Completion").

3. **Issuance of Bonds or Warrants by the City.** The City will proceed within 120 days of the execution of this Agreement to issue its bonds or warrants (the "Bonds") in one or more series to provide funds for the performance of the Park Lane Project work. The City anticipates that the Bonds attributable to the financing of the University Space ("University Space Bonds") will be issued as obligations on which the interest is excludable from the gross income of the holders thereof under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") in reliance on the covenants of the University Parties as to use of the University Space contained in Section 3 hereof. The proceeds of the Bonds shall be held in an account established with a depository approved by the City and the University Parties and funds used for costs of the Park Lane Project work shall be disbursed by the depository only upon receipt of a requisition in such form as is approved by the City and the University Parties which has been executed by authorized representatives of the City and the University Parties.

4. **Covenants With Respect to Tax-Exempt Status of University Space Bonds; Ownership and Use of University Space.** The University Parties covenant and agree that during any period in which any of the Tax-Exempt Bonds are outstanding, the University Parties will comply with the requirements of Section 145 of the Code and any other provisions of the Code necessary to maintain the tax-exempt status of the University Space Bonds. In particular, without limitation, the University Parties covenant that the University Space will be owned by the Foundation, the University, or another entity that, in the opinion of nationally recognized bond counsel acceptable to the City, does not impair the tax-exempt status of the Tax-Exempt

Bonds. The University Parties further covenant and agree that use of the University Space will be restricted to use by such persons and for such purposes that, in the opinion of nationally recognized bond counsel acceptable to the City, the tax-exempt status of the Tax-Exempt Bonds will not be impaired. The University parties acknowledge that under applicable law at the time of the execution of this Agreement the covenants and agreements contained in this Section will require that the University Space be used by a 501(c)(3) organization in furtherance of its exempt purpose or by a governmental entity during the entire period the Tax-Exempt Bonds are outstanding.

5. **Lease of CGI Space.** The Foundation will lease the CGI Space to CGI in accordance with the provisions of the Incentives Agreement.

6. **Payments by University Parties to City.** (a) From the date of issuance of the Bonds, the University Parties agree to make the following payments to the City:

On or before the first anniversary of the date on which the City issues its Bonds to finance the construction of the Park Lane Project, the University Parties will pay to the City the sum of \$45,000.

On or before the second anniversary of the date on which the City issues its Bonds to finance the construction of the Park Lane Project, the University Parties will pay to the City the sum of \$45,000.

Beginning on the day following the second anniversary date of the issuance of the Bonds, on each date on which a payment of principal, interest, or redemption premium is due to be paid on the Bonds, the University Parties will pay to the City or to a recipient designated by the City a sum equal to 82% of the total of such payment,

(b) Should the University Space Bonds be determined to be Taxable pursuant to a Determination of Taxability that is not due solely to actions or omissions of the City, in addition

**Deleted:** an amount determined by the following formula:  $(A \div B) \times C$ , where

**Deleted:** :¶  
· A = Principal amount of bonds issued for Park Lane Project minus 1,000,000¶  
· B = Principal amount of bonds issued for Park Lane Project¶  
· C = Total amount of principal, interest, and redemption premium paid with respect to the Bonds on the date for which the payment calculation is made.

to sums payable pursuant to subsection 6(a) above, the University Parties shall pay to the City on each date on which payment is due with respect to the University Space Bonds, a sum equal to the additional amount, that should have been paid or becomes payable on or with respect to the University Space Bonds due to the Taxable status of the University Space Bonds.

Deleted: interest

**7. Maintenance of Status of Foundation.** At the time of the execution of this Agreement, the Foundation is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. During the period that the Tax-Exempt Bonds are outstanding, the Foundation will maintain such status.

**8. Retention of Contractors.** The parties agree that all contractors, subcontractors, architects, and engineers retained to do work on the University Space shall be subject to the approval of the University Parties.

**9. Execution of Documents.** Each party covenants and agrees to execute and deliver all documents, forms, notices and the like that are reasonably requested by counsel for the other party in order to effectuate the intent of this Agreement.

**10. Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one agreement.

**11. No Assignment.** This Agreement may not be assigned by any party without the written consent of all parties hereto.

**12. Authority.** Each party to this Agreement represents and warrants that it has the due power and authority to fulfill its respective obligations under this Agreement.

**13. Severability.** If any term or provision hereof shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such provision shall be severed from the Agreement and shall not affect the validity of the remainder of this Agreement.

14. **Third-Party Beneficiaries.** The parties agree that there are no third-party beneficiaries of or with respect to the rights and benefits available under this Agreement.

15. **No Joint Venture.** The parties understand and agree that the rights and obligations under this Agreement in no way are intended to create a partnership, association, joint venture or other business organization.

16. **Notices.** All notices, demands, requests, and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given or served when: (a) delivered in person; (b) mailed by certified or registered mail, postage prepaid and return receipt requested; (c) deposited with Federal Express or another similar overnight courier services; or (d) transmitted by facsimile, telex, or any other reliable means of electronic transmission so long as the sender receives written confirmation of same and on the same day of such transmission, follows up the transmission with a letter served in accordance with the provisions hereof; provided, however, that the time period in which a response to any notice, demand, request or other communication must be given or cure effected, if any, shall commence to run from the date of receipt of the notice, demand, request or other communication by the addressee thereof. All notices, demands, requests or other communications provided for herein shall be addressed to the parties at the addresses set forth below their signatures. The parties shall have the right from time to time and at any time during the term of this Agreement to change their respective addresses by written notification to all other parties, and each shall have the right to specify as its address any other address within the United States of America.

17. **No Waiver.** No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

18. **Governing Laws.** This Agreement and all amendments hereto shall be governed by and construed under the laws of the State of Alabama.

19. **Entire Agreement.** This Agreement contains the entire agreement of the parties hereto and supersedes all prior oral or written agreements and understandings between them with respect to the subject matter hereof. No representations, inducements, promise or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

[Signatures on Following Pages]



**DRAFT**

**TROY UNIVERSITY FOUNDATION**

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

Its \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

STATE OF ALABAMA    )  
  )  
COUNTY OF PIKE     )

I, the undersigned authority, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of Troy University Foundation, an Alabama nonprofit corporation, is signed to the foregoing contract and who is known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing contract, that as such officer and with full authority, she voluntarily executed the same for and as the act of the corporation.

GIVEN under my hand and seal of office this the \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**DRAFT**

**TROY UNIVERSITY**

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

Its \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

**STATE OF ALABAMA** )

)

**COUNTY OF PIKE** )

I, the undersigned authority, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of Troy University, a \_\_\_\_\_, is signed to the foregoing contract and who is known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing contract, that as such officer and with full authority, he voluntarily executed the same for and as the act of the corporation.

GIVEN under my hand and seal of office this the \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**DRAFT**

## INCENTIVES AGREEMENT

This **INCENTIVES AGREEMENT** ("Agreement") is made and entered into on this \_\_\_\_ day of August, 2009, by and between the **CITY OF TROY**, an Alabama incorporated municipality (the "City"), **PIKE COUNTY ECONOMIC DEVELOPMENT CORPORATION**, an Alabama corporation ("PCEDC"), **TROY UNIVERSITY**, a \_\_\_\_\_ (the "University," and together with the City and PCEDC, the "Local Parties") and **CGI TECHNOLOGIES AND SOLUTIONS INC.**, a Delaware corporation, its successors and assigns ("CGI").

### WITNESSETH:

**WHEREAS**, CGI is a provider of systems integration and consulting, application and technology management, and business process services;

**WHEREAS**, the Local Parties and CGI have been engaged in discussions concerning the location and operation by CGI of a facility or facilities to develop and test software and provide business process operations (the "Project") to be located within the corporate limits of the City;

**WHEREAS**, CGI desires to locate and operate the Project within the corporate limits of the City;

**WHEREAS**, a permanent facility (the "Permanent Facility") will be constructed for the long-term use of CGI at the site of the Park Lane Shopping Center within the City in accordance with Section 2 of this Agreement (the "Project Site");

**WHEREAS**, when completed, the Project will involve a substantial capital investment by CGI;

**WHEREAS**, it is anticipated that, when fully placed in service, the proposed Project will create at least 300 new jobs, and potentially may have a significant impact on the tax base, tax

revenues, job opportunities, and future growth in and around the City, as well as providing opportunities for students and graduates of the University;

**WHEREAS**, the operation of the proposed Project potentially may create new business and revenues for vendors, service providers, and other persons engaged in business and occupations in and around the City;

**WHEREAS**, pursuant to a Project Agreement dated \_\_\_\_\_, 2009 (the "State Incentive Agreement"), the State of Alabama (the "State") has committed to provide certain incentives to CGI to induce CGI to locate the Project within the City;

**WHEREAS**, CGI has requested the Local Parties make certain development and incentive commitments for the benefit of the proposed Project; and

**WHEREAS**, the Local Parties and CGI have determined that it is appropriate to make the agreements hereinafter made to induce CGI to proceed with the Project. The Local Parties, by their governing bodies, do hereby enter into this Agreement and undertake the obligations herein contained in order to induce CGI to locate the Project within the City.

**NOW, THEREFORE**, in consideration of the premises and the respective agreements, promises, and covenants of the parties hereto and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

**1. Conference and Training Center.** The City and University jointly agree to pay for and provide a conference and training facility of approximately 10,000 square feet at the Project Site which shall be operational on or before \_\_\_\_\_ and shall be made available for use by CGI at no cost to CGI on reasonable notice and when not in conflict with use by the University.

**2. Permanent Facility Construction.** The City agrees to proceed in good faith to construct and renovate, as applicable, or, in conjunction with the Industrial Development Board

of the City of Troy or other public corporation, cause to be constructed or renovated the Permanent Facility on the Project Site. The Permanent Facility shall be a building or a portion of a building of at least 50,000 square feet, shall be built to specifications substantially comparable to the permanent office space occupied by CGI in Lebanon, Virginia (as heretofore shown to officials of the Local Parties on a site visit to that facility), and shall be available for occupancy by CGI within \_\_\_\_ months of the date on which this Agreement is executed. Upon completion of the construction and renovation work at the Project Site, the City, the University, and CGI will execute a certificate certifying that such work has been completed and is available for occupancy by CGI (the "Certificate of Completion").

**3. Lease of Permanent Facility.** Upon the execution of the Certificate of Completion, the University will lease the Permanent Facility to CGI for a period of ten years in exchange for the following rentals:

(a) From the date of the execution of Certificate of Completion through the first anniversary of that date, CGI will occupy the space rent free.

(b) For the year following the foregoing period, the rent shall be \$4 per square foot of space occupied by CGI.

(c) For each of the three years following the foregoing period, the rent shall be \$6 per square foot of space occupied by CGI.

(d) For each of the five years following the foregoing period, the rent shall be \$7 per square foot of space occupied by CGI.

The lease shall terminate on the tenth anniversary of the execution of the Certificate of Completion, or in accordance with the lease, and may be renewed on such terms and at such rentals as may be provided in the lease agreement to be executed between the University and CGI.

4. **Road Improvements.** The City will make such roadway improvements to South Brundidge Street between Madison Avenue and U.S. Highway 231 as are necessary to enable convenient ingress to and egress from the Project Site, including, without limitation, the installation of a traffic light to control access to the Project Site.

5. **Reimbursement of Certain CGI Costs.** The City will reimburse CGI for a limited amount of costs incurred by CGI during the 36 months following the execution this Agreement for (1) electrical, water, and sewer service consumed at the Permanent Facility, (2) furnishings, equipment, and other tangible personal property purchased for and located at the Permanent Facility, (3) site development at the Project Site, including, without limitation, any parking, landscaping, lighting, and similar items associated with developing the Project Site, and (4) employees and personnel at the Permanent Facility (collectively, "Reimbursable Costs"). The limit for reimbursement of Reimbursable Costs will be \$800,000. To request reimbursement of Reimbursable Costs, CGI shall submit to the City a requisition in the form attached as Exhibit A to this Agreement. Each requisition shall be accompanied by supporting documentation which demonstrates to the satisfaction of the City that the expenditures for which reimbursement is sought were incurred for items properly characterized as Reimbursable Costs.

6. **Tax Abatement/Tax Exemption.** The City will grant or cause to be granted to CGI the following tax abatements or exemptions with respect to the Project for the maximum period allowed by the Tax Incentive Reform Act of 1992 (Section 40-9B-1, et seq., Code of Alabama 1975, as amended, the "Act"):

(a) the maximum permissible abatement of state and local non-educational ad valorem taxes;

(b) all construction related transaction (sales and use) taxes, except for those construction related transaction taxes levied for education purposes or for capital improvements for education;

(c) a sales and use tax exemption on the purchase of building materials, machinery and equipment used in the construction of the Project; and

(d) all mortgage and recording taxes.

These abatements and exemptions will cover CGI's private use of property covered by the Act, which consists of all real and personal property to be acquired, constructed, and installed as described in this Agreement and shall not exceed the maximum abatements allowed by the Act.

7. **Temporary Office Space.** PCEDC agrees that until the Permanent Facility is placed in service, PCEDC will provide temporary office space for the use of employees of CGI. Such space shall include two 12' x 12' offices, approximately 500 square feet of training space in the PCEDC Center, and approximately 1500 square feet of training space at the Troy Airport, and shall include free internet access, free long distance telephone service, and free use of office equipment.

8. **Free Recreation Center Membership.** The City agrees to provide free membership to the City's Recreation Center to each employee of CGI for a period beginning on the date of such employee's first employment with CGI and ending three years thereafter.

9. **Reimbursement of State Recapture Payments.** The City agrees that it will reimburse CGI for any payment required to be made by CGI pursuant to Section 4 of the State Incentive Agreement. Such reimbursement shall be made by the City within 30 days of the submission of a request in writing, signed by a duly authorized officer of CGI, stating that CGI has made a recapture payment in accordance with Section 4 of the State Incentive Agreement

and accompanied by supporting documentation which demonstrates to the reasonable satisfaction of the City that the recapture payment for which reimbursement is sought was made to the State.

**10. Commitments of CGI.** CGI agrees that it will in good faith and with diligence proceed with the development of the Project and that it will use its commercially reasonable efforts to make the investment and achieve the results set forth in the State Incentive Agreement. The parties hereto agree that while the incentives that the Local Parties have agreed to provide are not contingent on CGI achieving any particular employment or compensation benchmarks, those incentives are contingent upon CGI employing its commercially reasonable efforts to achieve the benchmarks set forth in the State Incentive Agreement. CGI also agrees that it will cooperate with the Local Parties to allow the Local Parties to apply for, and attempt to obtain any grants, loans, or other incentives available to the Local Parties with respect to the Project.

**11. Disclaimer.** Neither the Local Parties nor CGI makes any commitments, representations or warranties to the other relating to the subject matter of this Agreement except as expressly set forth in this Agreement. In particular, CGI does not make any representations or warranties regarding the nature, extent or duration of any economic impact, increased tax revenues, enhancement of the tax base, future growth in and around the City, or other benefits potentially to be received by one or more of the Local Parties and their constituencies or by local vendors, service providers, and other persons engaged in business and occupations in and around the City.

**12. Retention of Contractors.** The Local Parties agree that all contractors, subcontractors, architects, and engineers retained to do work on the Site shall be subject to the approval of CGI.

13. **Execution of Documents.** Each party covenants and agrees to execute and deliver all documents, forms, notices and the like that are reasonably requested by counsel for the other party in order to effectuate the intent of this Agreement.

14. **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one agreement.

15. **Assignability.** CGI's rights and obligations under this Agreement may be assigned with the prior written consent of the Local Parties, which consent shall not be unreasonably withheld. However, CGI may assign its rights and obligations under this Agreement to any entity owned or controlled by, or that owns or controls, CGI without the prior written consent of the Local Parties. In the event of an assignment, the assignee shall be bound by the terms and conditions of this Agreement but CGI shall not in any way be relieved of its obligations hereunder by virtue of such assignment.

16. **Authority.** Each party to this Agreement represents and warrants that it has the due power and authority to fulfill its respective obligations under this Agreement.

17. **Additional Representations and Obligations of the City.**

(a) The City agrees that it will assist CGI in meeting with all utility suppliers to negotiate the most favorable utility rates for the Project.

(b) The City represents and warrants that water and sewer service are or will be available to the site in the quantity and quality specified by CGI for operation of the Project.

(c) The City agrees to provide adequate fire and police protection for the Project without cost to CGI. The City represents and warrants that there are adequate police and fire protection facilities for facilities of the type and size to be constructed by CGI.

(d) The City agrees to use its best efforts to provide reasonable and permissible assistance to help CGI receive expeditious and timely processing of all applications for obtaining and maintaining permits relating to the Project, including state permits and all construction and operating permits.

(e) The City agrees that, without the consent of CGI, it will not recruit another company with operations substantially similar to those of CGI (as those operations exist on the date of this Agreement) for a period of five years from the date of this Agreement.

**18. Binding Obligation.** The Local Parties, individually or in conjunction, will take all steps necessary and appropriate to provide the incentives herein contained and satisfy their obligations hereunder, including, without limitation, compliance with the provisions and requirements of Amendment 772 to the Constitution of Alabama of 1901.

**19. Severability.** If any term or provision hereof shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such provision shall be severed from the Agreement and shall not affect the validity of the remainder of this Agreement.

**20. Alternative Dispute Resolution.** In the event of a dispute concerning this Agreement or the parties' obligations hereunder, the parties shall endeavor in good faith to settle the dispute through negotiation. If the dispute cannot be resolved through negotiation, or another mutually agreeable dispute resolution process, the parties agree to submit the matter in dispute to mediation. Written notice of the intent to submit a matter to mediation shall be given by the party requesting the same. The mediation proceedings shall be conducted in accordance with the Center for Public Resources Mediation Procedure or, if the parties so agree, the relevant rules of another mediation entity or organization agreed upon by the parties. In any case, regardless of any rules of the selected mediation organization to the contrary, only one mediator shall be used

to decide the outcome of the mediation. Such mediation shall be held in Troy, Alabama or such other location agreed upon by all the parties.

**21. Third-Party Beneficiaries.** The parties agree that there are no third-party beneficiaries of or with respect to the rights and benefits available under this Agreement.

**22. No Joint Venture.** The parties understand and agree that the rights and obligations under this Agreement in no way are intended to create a partnership, association, joint venture or other business organization.

**23. Notices.** All notices, demands, requests, and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given or served when: (a) delivered in person; (b) mailed by certified or registered mail, postage prepaid and return receipt requested; (c) deposited with Federal Express or another similar overnight courier services; or (d) transmitted by facsimile, telex, or any other reliable means of electronic transmission so long as the sender receives written confirmation of same and on the same day of such transmission, follows up the transmission with a letter served in accordance with the provisions hereof; provided, however, that the time period in which a response to any notice, demand, request or other communication must be given or cure effected, if any, shall commence to run from the date of receipt of the notice, demand, request or other communication by the addressee thereof. All notices, demands, requests or other communications provided for herein shall be addressed to the parties at the addresses set forth below their signatures. The parties shall have the right from time to time and at any time during the term of this Agreement to change their respective addresses by written notification to all other parties, and each shall have the right to specify as its address any other address within the United States of America.

**24. No Waiver.** No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at

**DRAFT**

variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

**25. Governing Laws.** This Agreement and all amendments hereto shall be governed by and construed under the laws of the State of Alabama.

**26. Entire Agreement.** This Agreement contains the entire agreement of the parties hereto and supersedes all prior oral or written agreements and understandings between them with respect to the subject matter hereof. No representations, inducements, promise or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

[Signatures on Following Pages]

**DRAFT**

IN WITNESS WHEREOF, the City of Troy, Alabama, Pike County Economic Development Corporation, Troy University, and CGI have caused this Agreement to be executed in their respective names, have caused this Agreement to be attested, all by their duly authorized officers and have caused this Agreement to be dated as of the day and year first above written.

**CITY OF TROY, ALABAMA**

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

\_\_\_\_\_  
Its Mayor

Address: \_\_\_\_\_

\_\_\_\_\_  
Troy, Alabama \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

**STATE OF ALABAMA    )**

)

**COUNTY OF PIKE        )**

I, the undersigned authority, hereby certify that \_\_\_\_\_, whose name as Mayor of the City of Troy, Alabama, is signed to the foregoing contract and who is known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing contract, that as such officer and with full authority, he voluntarily executed the same for and as the act of the municipality.

GIVEN under my hand and seal of office this the \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**DRAFT**

**PIKE COUNTY ECONOMIC  
DEVELOPMENT CORPORATION**

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

\_\_\_\_\_  
Its President

Address: \_\_\_\_\_

\_\_\_\_\_  
Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

**STATE OF ALABAMA    )**  
  )  
**COUNTY OF PIKE        )**

I, the undersigned authority, hereby certify that \_\_\_\_\_, whose name as President of Pike County Economic Development Corporation, an Alabama corporation, is signed to the foregoing contract and who is known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing contract, that as such officer and with full authority, she voluntarily executed the same for and as the act of the corporation.

GIVEN under my hand and seal of office this the \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**DRAFT**

**TROY UNIVERSITY**

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

Its \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

**STATE OF ALABAMA** )

)

**COUNTY OF PIKE** )

I, the undersigned authority, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of Troy University, a \_\_\_\_\_, is signed to the foregoing contract and who is known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing contract, that as such officer and with full authority, he voluntarily executed the same for and as the act of the corporation.

GIVEN under my hand and seal of office this the \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**DRAFT**

**CGI TECHNOLOGIES AND SOLUTIONS INC.**

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

Its \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

)

COUNTY OF \_\_\_\_\_ )

I, the undersigned authority, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_, of CGI Technologies and Solutions Inc., a Delaware corporation, is signed to the foregoing contract and who is known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing contract, that as such officer and with full authority, he voluntarily executed the same for and as the act of the corporation.

GIVEN under my hand and seal of office this the \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_