ESCROW AGREEMENT

THIS ESCROW AGREEMENT, made and entered into this __ day of ___, 2009, by and between First Financial Bank, NA, Terre Haute, Indiana (herein called Escrow Agent), Monroe County Community School Corporation, (herein called Owner), and C. H. Garmong & Son, Inc., (herein called Contractor).

WHEREAS, Owner and Contractor entered into a contract dated the __ day of ___, 20__ (Contract), providing for construction and other work combined in the ___________ project, subject to the provisions of IC 36-1-12-14 or IC 5-16-5.5-3; and,

WHEREAS, said construction contract provides that portions of payments by Owner to Contractor shall be retained by Owner (herein called retainage) and placed in an escrow account.

NOW, THEREFORE, it is agreed as follows:

1. Owner and Contractor do hereby select Escrow Agent as the escrow agent for the retainages by mutual agreement. Owner will hereafter deliver or cause to be delivered to Escrow Agent the retainage to be held in escrow in accordance with the Contract and with the terms of this agreement.

2. The Escrow Agent will promptly invest the retainage in such obligations as selected by the escrow agent at its discretion. All income earned on such funds shall be added to and become a part of the escrowed funds.

3. The Escrow Agent shall hold the escrowed principal and income until receipt of notice from the Owner and the Contractor specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the Notice, the Escrow Agent shall remit the designated part of the escrowed principal and the same portion of the then escrowed income (after collecting the Banks fees for acting as escrow agent therefrom) to the person specified in the Notice. Notices shall be delivered to Escrow Agent’s Trust Department Offices at One First Financial Plaza, Terre Haute, IN 47807.

4. This Escrow Agreement shall constitute the direction from the Owner and the Contractor to the Escrow Agent of the manner in which the retainage is to be paid by the Escrow Agent, pursuant to IC 36-1-12-14 or IC 5-16-5.5-3.

5. The Escrow Agent shall deduct, before any payment from the escrowed income, its fee as Escrow Agent which shall be $150.00 per year plus 5% of the income earned on the investments, with a minimum of $150.00.
Contractor and Owner understand that the Escrow Agent may receive an administrative fee from a mutual fund (or money market fund) utilized in the account for providing administrative or shareholder services to the mutual fund company.

6. This Agreement and anything done or performed hereunder by either the Contractor or the Owner shall not be construed to prejudice or limit the claims which either party may have against the other arising out of the aforementioned construction agreement.

7. The Escrow Agent shall not be liable for losses or for any acts done or omitted by it in good faith so long as it has not breached this agreement or engaged in willful misconduct or gross negligence.

8. In the event of any dispute by and between the Owner and the Contractor regarding the disbursement of funds by the Escrow Agent, the Escrow Agent shall be entitled to interplead the escrowed funds and income for determination by the appropriate court as to the entitlement to said funds and shall be entitled to be reimbursed reasonable attorneys fees the Bank incurs if such interpleader actions are necessary.

Executed the day and year first written above.

ESCROW AGENT: FIRST FINANCIAL BANK, NA
TRUST SERVICES
ADDRESS: One First Financial Plaza,
P.O. Box 540
Terre Haute, IN 47808

TELEPHONE: (812) 238-6386

BY: ____________________________________________
   (signed)
   Tammy Evinger
   (printed)
   Corporate Trust Officer

THE OWNER: Monroe County Community School Corporation
ADDRESS: 315 North Drive
Bloomington, IN 47401

TELEPHONE: (812) 349-4790

BY: ____________________________________________
   (signed)
   (printed)

TITLE: ____________________________________________
CONTRACTOR: C. H. Garmong & Son Inc.
ADDRESS: 3050 Poplar Street
Terre Haute, IN 47803

TELEPHONE: (812) 234-3714

TAX ID #: 35-1278333

BY: ____________________________________________
   (signed)
   Tom Woodason
   (printed)

TITLE: Chief Financial Officer