ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this “Agreement”) is dated as of __April 6, 2009__, and is made and entered into among The Bank of New York Mellon Trust Company, N.A. (the “Escrow Agent”), Monroe County Community School Corporation (the “Owner”) and __Bronco Masonry, Inc.__ (the “Contractor”).

WHEREAS, the Owner and the Contractor have entered into a Contract dated __January 22, 2009__, (the “Contract”), providing for the construction by the Contractor of a public work subject to the provisions of Indiana Code 36-1-12-14; and

WHEREAS, said Construction Contract provides that portions of payments by Owner to Contractor shall be retained by owner (said payments herein referred to as “retainage”) and;

NOW THEREFORE, it is agreed as follows:

1. Owner will hereafter deliver or cause to be delivered to Escrow Agent all retainage due under the Contract to be held in accordance with the terms of this Agreement. The Escrow Agent agrees to accept said monies and agrees to establish and maintain a separate account (the “Escrow Account”) therefore in its capacity as Escrow Agent pursuant to the terms of this Agreement.

2. The Escrow Agent shall invest and reinvest all escrowed principal and income therefrom pursuant to the written direction of the Contractor in money market mutual funds the assets of which are obligations or guaranteed by the United States of America and which funds are rated “Am” or “AmG” or higher by Standard & Poor’s Ratings Group. In the absence of such written direction, the Escrow Agent shall invest such monies in the Goldman Sachs Treasury Only Instrument Fund. Interest and other earnings on permitted investments shall be added to the Escrow Account. Any loss or expense incurred as a result of an investment will be borne by the Escrow Account.

The Escrow Agent is hereby authorized to execute purchases and sales of permitted investments through the facilities of its own trading or capital markets operations or those of any affiliated entity. The Escrow Agent shall send statements to each of the parties hereto on a monthly basis reflecting activity in the Escrow Account for the preceding month. Although the Owner and the Contractor each recognizes that it may obtain a broker confirmation or written statement containing comparable information at no additional cost, the Owner and the Contractor hereby agree that confirmations of permitted investments are not required to be issued by the Escrow Agent for each month in which a monthly statement is rendered.

3. The Escrow Agent shall hold the escrowed principal and income until receipt of notice from the Owner, specifying the part of the escrowed principal and/or income to be released from 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 escrowed principal and/or income.

4. In the absence of the above-stated written authorization for release of escrowed funds, the Escrow Agent shall pay over to the Owner the net sum held by it pursuant to this Agreement upon receiving from the Owner a copy of a written Notice of Termination showing that the Owner has terminated the employment of the Contractor.

5. In the absence of such a written authorization and in the absence of the termination of the Contractor as provided above, then, disbursements by the Escrow Agent shall be made in a manner directed by a certified copy of a judgement of a court of record establishing the rights of the parties to said funds.
6. This Escrow Agreement shall constitute the direction from the Owner and Contractor to the Escrow Agent of the manner in which the retainage is to be paid to the Escrow Agent, and to be paid by the Escrow Agent, pursuant to Indiana Code.

7. The Escrow Agent shall be compensated for its services. Said compensation shall be computed per the fee schedule attached hereto as Exhibit A. The Escrow Agent shall be paid from the income on amounts held pursuant to this Agreement. In the event the Escrow Agent’s fee exceeds the income earned, the Contractor shall remit the balance of the fee due prior to release of the retainage.

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

9. Notwithstanding any provision contained herein to the contrary, the Escrow Agent, including its officers, directors, employees and agents, shall:

(a) not be liable for any action taken or omitted under this Agreement so long as it shall have acted in good faith and without gross negligence;

(b) have no responsibility to inquire into or determine the genuineness, authenticity, or sufficiency of any securities, checks, or other documents or instruments submitted to it in connection with its duties hereunder;

(c) be entitled to deem the signatories of any documents or instruments submitted to it hereunder as being those purported to be authorized to sign such documents or instruments on behalf of the parties hereto, and shall be entitled to rely upon the genuineness of the signatures of such signatories without inquiry and without requiring substantiating evidence of any kind;

(d) be entitled to refrain from taking any action contemplated by this Agreement in the event that it becomes aware of any disagreement between the parties hereto as to any facts or as to the happening of any contemplated event precedent to such action;

(e) have no responsibility or liability for any diminution in value of any assets held hereunder which may result from any investments or reinvestment made in accordance with any provision which may be contained herein;

(f) be entitled and is hereby granted the right to set off and deduct any unpaid fees and/or nonreimbursed expenses from amounts on deposit in the Escrow Account;

(g) in the event that (i) any dispute shall arise between the parties with respect to the disposition or disbursement of any of the assets held hereunder or (ii) the Escrow Agent shall be uncertain as to how to proceed in a situation not explicitly addressed by the terms of this Agreement whether because of conflicting demands by the other parties hereto or otherwise, be permitted to interplead all of the assets held hereunder into a court of competent jurisdiction, and thereafter be fully relieved from any and all liability or obligation with respect to such interpleaded assets. The parties hereto other than the Escrow Agent further agree to pursue any redress or recourse in connection with such a dispute, without making the Escrow Agent a party to same;
(h) have only those duties as are specifically provided herein, which shall be deemed purely ministerial in nature, and shall under no circumstance be deemed a fiduciary for any of the parties to this Agreement. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument or document between the other parties hereto, in connection herewith, including without limitation the Contract. This Agreement sets forth all matters pertinent to the escrow contemplated hereunder, and no additional obligations of the Escrow Agent shall be inferred from the terms of this Agreement or any other agreement. IN NO EVENT SHALL THE ESCROW AGENT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY (i) DAMAGES OR EXPENSES ARISING OUT OF THE SERVICES PROVIDED HEREUNDER, OTHER THAN DAMAGES WHICH RESULT FROM THE ESCROW AGENT'S FAILURE TO ACT IN ACCORDANCE WITH THE STANDARDS SET FORTH IN THIS AGREEMENT, OR (ii) SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF THE ESCROW AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES;

(i) have the right, but not the obligation, to consult with counsel of choice and shall not be liable for action taken or omitted to be taken by Escrow Agent either in accordance with the advice of such counsel or in accordance with any opinion of counsel to the Owner addressed and delivered to the Escrow Agent; and

(j) have the right to perform any of its duties hereunder through agents, attorneys, custodians or nominees.

Any banking association or corporation into which the Escrow Agent may be merged, converted or with which the Escrow Agent may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Escrow Agent shall be a party, or any banking association or corporation to which all or substantially all of the corporate trust business of the Escrow Agent shall be transferred, shall succeed to all the Escrow Agent's rights, obligations and immunities hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

10. The Escrow Agent may resign by giving thirty (30) days' notice in writing to all parties in the agreement. Upon receipt of notice from all parties of the succeeding Escrow Agent, escrowed funds, less fees due, will be forwarded to such successor agent. In the event sixty (60) days' elapse from the date of Agent's notice of resignation, and no successor is appointed, Escrow Agent will forward to the Owner the balance in the account.

11. This Escrow Agreement shall be construed under the laws of the State of Indiana.

12. Any notice, consent or request to be given in connection with any of the terms or provisions of this Agreement shall be in writing and be given in person, by facsimile transmission, courier delivery service or by mail, and shall become effective (a) on delivery if given in person, (b) on the date of delivery if sent by facsimile or by courier delivery service, or (c) four business days after being deposited in the mails, with proper postage for first-class registered or certified mail, prepaid.

Until notified in writing by the appropriate party of a change to a different address, notices shall be addressed as follows:
13. The Owner and the Contractor hereby acknowledge that the Escrow Agent is subject to federal laws, including the Customer Identification Program (CIP) requirements under the USA PATRIOT Act and its implementing regulations, pursuant to which the Escrow Agent must obtain, verify and record information that allows the Escrow Agent to identify the Owner and the Contractor. Accordingly, prior to opening an Account hereunder the Escrow Agent will ask the Owner and the Contractor to provide certain information including, but not limited to, their names, physical addresses, tax identification numbers and other information that will help the Escrow Agent to identify and verify their identity, such as organizational documents, certificate of good standing, license to do business, or other pertinent identifying information. The Owner and the Contractor agree that the Escrow Agent cannot open an account hereunder unless and until the Escrow Agent verifies their respective identities in accordance with its CIP.

14. This Agreement may be amended or modified and any term of this Agreement may be waived if such amendment, modification or waiver is in writing and signed by all parties.
IN WITNESS WHEREOF, the parties have been duly executed this Escrow Agreement as of the date first above written.

The Bank of New York
Trust Company, N.A., as Escrow Agent

By: ___________________________________________________________________
   Bradley Moss
   Assistant Treasurer

Monroe County Community School Corporation,
Monroe County

By: ___________________________________________________________________
   Name: Jeannine Butler
   Title: Board President

[Contractor]

By: ___________________________________________________________________
   Name: Dwayne Brown
   Title: President

Project: Service/Transportation Bldg
Exhibit A

Schedule of Fees for Retainage Escrow Services

THE BANK OF NEW YORK TRUST COMPANY, N.A.

Upon Appointment of The Bank of New York Trust Company, N.A. ("BNY") as Escrow Agent, the Contractor shall be responsible for the payment of the fee and charges as set forth in this Fee Schedule.

ANNUAL ADMINISTRATION FEE: $ 500.00

Our annual administration fee is a flat fee billed annually in arrears from the date that this Escrow Agreement is funded. The Escrow Agent shall deduct the fee from the balance in the Escrow Account.

- The annual administration fee includes the below listed items, as applicable.
  - Initial Account Set-up
  - Routine Escrow Administration
  - Statements of Account to Owner and Contractor
  - Asset Principal & Income Collection
  - Processing of Cash Receipts and Disbursements

INVESTMENT FEES:

With respect to investments in money market mutual funds, the investment maintenance fee will be calculated at an annual rate of at least 37 basis points on average total monthly account balances. With respect to investments in money market mutual funds for which BNY provides shareholder services, BNY (or its affiliates) may also receive and retain additional fees from the mutual funds (or their affiliates) for shareholder services as set forth in the Authorization and Direction to BNY to Invest Cash Balances in Money Market Mutual Funds

MISCELLANEOUS FEES: By Appraisal

The fees for performing extraordinary or other services not contemplated at the time of the execution of the transaction or not specifically covered elsewhere in this schedule will be commensurate with the service to be provided and will be charged based on an appraisal of the services to be performed. These extraordinary services may include, but are not limited to, supplemental agreements, unusual releases and the preparation of special reports. Counsel, accountants, special agents and others will be charged at the actual amount of fees and expenses billed.
CUSTOMER NOTICE REQUIRED BY THE USA PATRIOT ACT:

- To help the U.S. government fight the funding of terrorism and money laundering activities, U.S. Federal law requires all financial institutions to obtain, verify, and record information that identifies each person (whether an individual or organization) for which a relationship is established.

- What this means to you: When you establish a relationship with BNY, we will ask you to provide certain information (and documents) that will help us to identify you. We will ask for your organization’s name, physical address, tax identification or other government registration number and other information that will help us to identify you. We may also ask for a Certificate of Incorporation or similar document or other pertinent identifying documentation for your type of organization.

- We thank you for your assistance.

Accepted By:

[Owner] [For BNYTC]

Signature: ____________________________

Date: ________________________________

Name: Jeannine Butler

Title: Board President

Signature: ____________________________

Date: ________________________________

Name: Bradley Moss

Title: Assistant Treasurer

[Contactor]

Signature: ____________________________

Date: 04/06/09

Name: Dwayne Bronger

Title: President