

LEASE

by and between

VIGO COUNTY BUILDING CORPORATION

and

VIGO COUNTY, INDIANA

Dated as of _____, 2019

TABLE OF CONTENTS

	<u>Page</u>
1. PREMISES, TERM AND WARRANTY.	1
2. RENTAL PAYMENTS.	2
3. ADDITIONAL RENTAL PAYMENTS.	3
4. DAMAGE TO PREMISES; ABATEMENT OF RENT.	3
5. OPERATION, MAINTENANCE AND REPAIR; ALTERATIONS; PERSONAL PROPERTY.	4
6. INSURANCE.	4
7. ASSIGNMENT AND SUBLETTING.	5
8. TAX COVENANTS.	5
9. OPTION TO PURCHASE.	5
10. OPTION TO RENEW.	6
11. TRANSFER TO THE LESSEE.	6
12. DEFAULTS.	6
13. NOTICES.	6
14. SUCCESSORS OR ASSIGNS.	6
15. SEVERABILITY.	6
16. TABLE OF CONTENTS; CAPTIONS.	7
17. CONSTRUCTION OF COVENANTS.	7
EXHIBIT A	1
EXHIBIT B.	2

LEASE

THIS LEASE (this "Lease"), entered into as of this _____ day of _____, 2019, by and between the Vigo County Building Corporation, an Indiana nonprofit corporation (the "Lessor"), and Vigo County, Indiana, a municipal corporation existing under by the laws of the State of Indiana (the "Lessee");

WITNESSETH:

In consideration of the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. PREMISES, TERM AND WARRANTY.

(a) The Lessor does hereby lease, demise and let to the Lessee certain real estate in Vigo County, Indiana, described in Exhibit A attached hereto and made a part hereof (the "Real Estate"), including the county jail facility to be constructed thereon by the Lessor (the "Improvements") according to plans and specifications prepared for the Lessor and the Lessee (the "Plans and Specifications") (the Real Estate and the Improvements, and appurtenances thereto, collectively, the "Premises"), to have and to hold the same, with all rights, privileges, easements and appurtenances thereunto belonging, have and to hold the same, with all rights, privileges, easements and appurtenances thereunto belonging, beginning on the date the Bonds (as hereinafter defined in Section 2 of this Lease) are issued by the Lessor and ending on a date not more than twenty (20) years thereafter.

(b) Notwithstanding the foregoing, the term of this Lease will terminate at the earlier of (x) the exercise by the Lessee of the option to purchase the Premises and the payment of the option price, or (y) the payment or defeasance of all bonds issued (i) to finance the cost of the Premises, (ii) to refund such bonds, (iii) to refund such refunding bonds, or (iv) to improve the Premises.

(c) The date the Improvements are complete and ready for occupancy shall be endorsed on this Lease at the end hereof in the form of Exhibit C attached hereto by the parties hereto as soon as the same can be done after such date and such endorsement shall be recorded as an addendum to this Lease.

(d) The Lessor hereby represents that it is possessed of, or will acquire, a good and indefeasible estate in fee simple to the Premises, and the Lessor warrants and will defend the same against all claims whatsoever not suffered or caused by the acts or omissions of the Lessee or its assigns.

(e) The Lessor agrees to require the contractor for the Improvements to furnish to the Lessor a bond conditioned upon the final completion of the Improvements within a time period required by the Lessor in the contract.

(f) The Plans and Specifications may be changed, additional construction work may be performed and additional equipment may be purchased by the Lessor, but only with the approval of the Lessee, and only if such changes, additional construction work or additional

equipment do not alter the character of the Premises or reduce the value thereof. Any such additional construction work or additional equipment shall be part of the property covered by this Lease. The Plans and Specifications have been filed with and approved by the Lessee.

2. RENTAL PAYMENTS.

(a) The Lessee agrees to pay rental for the Premises at a rate per year during the term of this Lease not to exceed [Seven Million Dollars (\$7,000,000)]. Each such semi-annual installment, payable as hereinafter described, shall be based on the value of that portion of the Premises which is complete and ready for use and occupancy by the Lessee at the time such semi-annual installment is made. The first rental installment shall be due on the later of (i) the January 1 or July 1, as determined by the Lessor and the Lessee at the time the parties hereto endorse the Addendum to Lease in the form attached hereto as Exhibit B, of the year for which the State of Indiana Department of Local Government Finance will approve a budget order providing for the payment of such rental payments; or (ii) the date on which a portion of the Premises is available for use and occupancy by the Lessee. Thereafter, such rental shall be payable in advance in semi-annual installments on January 1 and July 1 of each year. The last semi-annual rental payment due before the expiration of this Lease shall be adjusted to provide for rental at the yearly rate so specified from the date such installment is due to the date of the expiration of this Lease. All rentals payable under the terms of this Lease shall be paid by the Lessee to the trustee (the "Trustee") under the trust indenture (the "Indenture") securing the bonds to be issued by the Lessor to provide funds for the project on the Premises (such bonds, or bonds issued to refund such bonds, the "Bonds"). All payments so made by the Lessee shall be considered as payments to the Lessor of the rentals payable hereunder.

(b) After the sale of the Bonds, the annual rental shall be reduced to the multiple of \$1,000 next higher than the principal and interest due in each twelve (12) month period commencing each year on July 1, plus Five Thousand Dollars (\$5,000), payable in semi-annual installments. In addition, each such reduced semi-annual installment shall be based on the value of the portion of the Premises which is complete and ready for use and occupancy by the Lessee at the time such semi-annual installment is made. Such amount of adjusted rental shall be endorsed on this Lease at the end hereof in substantially the form of Exhibit B attached hereto by the parties hereto as soon as the same can be done after the sale of the Bonds, and such endorsement shall be recorded as an addendum to this Lease.

(c) The fixed annual rentals described in this Section 2 (the "Fixed Annual Rentals") and the additional rentals described in Section 3 (the "Additional Rentals") shall be payable solely from (i) the revenues of the income tax levied and collected by the Lessee pursuant to Indiana Code § 6-3.6-7-25 and the revenues of the income tax levied and collected by the Lessee pursuant to Indiana Code § 6-3.6-6-2.7 (collectively, the "Pledged Income Tax Revenues"), and (ii) to the extent that the Pledged Income Tax Revenues are insufficient to pay such amounts, from the revenues of an ad valorem tax levied by the Lessee on all taxable property in the County pursuant to the Indiana Code § 36-1-10-17 (the "Property Tax Revenues"). The Lessee may pay the Fixed Annual Rentals and the Additional Rentals or any other amounts due hereunder from any other revenues legally available to the Lessee; provided, however, the Lessee shall be under no obligation to pay any Fixed Annual Rentals or Additional Rentals or

any other amounts due hereunder from any moneys or properties of the Lessee except the Pledged Income Tax Revenues or the Property Tax Revenues received by the Lessee.

(d) The Lessee may pay the Fixed Rentals in advance to the Lessor, and, the Lessor shall use such amounts to optionally redeem all or a portion of the Bonds, on such dates and with such maturity dates as directed by the Lessee. After the prepayment of rent, the annual rental shall be reduced to the multiple of \$1,000 next higher than the principal and interest due in each twelve (12) month period commencing each year on July 1, plus Five Thousand Dollars (\$5,000.00), payable in semi-annual installments. In addition, each such reduced semi-annual installment shall be based on the value of that portion of the Premises which is complete and ready for use and occupancy by the Lessee at the time such semi-annual installment is made. Such amount of adjusted rental shall be endorsed on this Lease at the end hereof in substantially the form of Exhibit B attached hereto by the parties hereto as soon as the same can be done after the sale of the Bonds, and such endorsement shall be recorded as an addendum to this Lease.

3. ADDITIONAL RENTAL PAYMENTS. The Lessee shall pay as further rental for the Premises all taxes and assessments levied against or on account of the Premises or the receipt of lease rental payments hereunder and the amount required to reimburse the Lessor for any insurance payments made by it under Section 6. In addition, the Lessee shall pay for all of the utilities in connection with the operation of the Premises and all rebate costs associated with the Bonds. The Lessee also shall pay as additional rental all administrative expenses of the Lessor, including ongoing trustee fees, relating to the Bonds. Any and all such payments shall be made and satisfactory evidence of such payments in the form of receipts shall be furnished to the Lessor by the Lessee at least three (3) days before the last day upon which the same must be paid to avoid delinquency. In case the Lessee shall in good faith desire to contest the validity of any such tax or assessment, and shall so notify the Lessor, and shall furnish bond with surety to the approval of the Lessor for the payment of the charges so desired to be contested and all damages or loss resulting to the Lessor from the non-payment thereof when due, the Lessee shall not be obligated to pay the same until such contests shall have been determined. The Lessee shall pay as further rental the amount calculated by or for the Trustee as the amount required to be paid to the United States Treasury, after taking into account other available moneys, to prevent the Bonds from becoming arbitrage bonds under Section 148 of the Internal Revenue Code of 1986, as amended (the "Code").

4. DAMAGE TO PREMISES; ABATEMENT OF RENT. In the event the Premises are partially or totally destroyed, whether by fire or any other casualty, so as to render the same unfit, in whole or part, for use by the Lessee, (x) it shall then be the obligation of the Lessor to restore and rebuild the Premises as promptly as may be done, unavoidable strikes and other causes beyond the control of the Lessor excepted; provided, however, that the Lessor shall not be obligated to expend on such restoration or rebuilding more than the amount of the proceeds received by the Lessor from the insurance provided for in Section 6 hereof, and provided further, the Lessor shall not be required to rebuild or restore the Premises if the Lessee instructs the Lessor not to undertake such work because the Lessee anticipates that either (i) the cost of such work exceeds the amount of insurance proceeds and other amounts available for such purpose, or (ii) the same cannot be completed within the period covered by rental value insurance, and (y) the rent shall be abated for the period during which the Premises or any part thereof is unfit for

use by the Lessee, in proportion to the percentage of the area of the Premises which is unfit for use by the Lessee.

5. OPERATION, MAINTENANCE AND REPAIR; ALTERATIONS; PERSONAL PROPERTY. The Lessee shall operate, maintain and repair the Premises during the term of this Lease in good repair, working order and condition at its expense. The Lessee shall use and maintain the Premises in accordance with the laws and ordinances of the United States of America, the State of Indiana and all other proper governmental authorities. The Lessee shall have the right, without the consent of the Lessor, to make all alterations, modifications and additions and to do all improvements it deems necessary or desirable to the Premises which do not reduce the rental value thereof. At the end of the term of this Lease, the Lessee shall deliver the building to the Lessor in as good condition as at the beginning of the term of this Lease, reasonable wear and tear excepted. Equipment or other personal property which becomes worn out or obsolete may be discarded or sold by the Lessee. The Lessee need not replace such personal property, but may replace such property at its own expense, which replacement property shall belong to the Lessee. The proceeds of the sale of any personal property covered by this Lease shall be paid to the Trustee. The Lessee may trade in any obsolete or worn out personal property or replacement property which will belong to the Lessee upon payment to the Trustee of an amount equal to the trade-in value of such property.

6. INSURANCE. The Lessee, at its own expense, shall, during the term of this Lease, keep the Premises insured against physical loss or damage, however caused, with such exceptions as are ordinarily required by insurers of buildings or improvements of a similar type, with good and responsible insurance companies approved by the Lessor. Such insurance shall be in an amount at least equal to the greater of (i) the option to purchase price as set forth in Section 9 hereof, and (ii) one hundred percent (100%) of the full replacement cost of the Premises. During the term of this Lease, the Lessee shall also, at its own expense, maintain rent or rental value insurance in an amount equal to the full rental value of the Premises for a period of two (2) years against physical loss or damage of the type insured against pursuant to the preceding requirements of this Section 6. During the full term of this Lease, the Lessee will also, at its own expense, carry combined bodily injury insurance, including accidental death, and property damage with reference to the Premises in the amount of One Million Dollars (\$1,000,000) combined single limit on account of each occurrence with one or more good and responsible insurance companies. The public liability insurance required herein may be by blanket insurance policy or policies. Such policies shall be for the benefit of all persons having an insurable interest in the Premises, and shall be made payable to the Lessor or to such other person or persons as the Lessor may designate. Such policies shall be countersigned by an agent of the insurer who is a resident of the State of Indiana, and such policies, together with a certificate of the insurance commissioner of the State of Indiana certifying that the persons countersigning such policies are duly qualified in the State of Indiana as resident agents of the insurers on whose behalf they may have signed, and the certificate of the architect or engineer hereinbefore referred to, shall be deposited with the Lessor. If, at any time, the Lessee fails to maintain insurance in accordance with this Section 6, such insurance may be obtained by the Lessor and the amount paid therefor shall be added to the amount of rental payable by the Lessee under this Lease; provided, however, that the Lessor shall be under no obligation to obtain such insurance and any action or non-action of the Lessor in this regard shall not relieve the Lessee of any consequence of its default in failing to obtain such insurance.

7. ASSIGNMENT AND SUBLETTING. The Lessee shall not assign this Lease or sublet the Premises without the written consent of the Lessor. The Lessor shall not assign this Lease without the written consent of the Lessee, except to the extent provided in the Indenture.

8. TAX COVENANTS. Notwithstanding any other provision of this Lease to the contrary, the Lessee shall not take any action or fail to take any action with respect to its use of the Premises that would result in loss of the exclusion from gross income of interest paid on the Bonds under the Code, which Bonds, when initially issued and sold, were the subject of an opinion of bond counsel to the effect that interest thereon was excludable from gross income under the Code. Any agreement entered into by the Lessee with respect to the Premises that would result in a loss of the exclusion from gross income of interest paid on such Bonds under the Code shall be of no force or effect and shall not convey any rights or impose any obligation in respect to it, at law or in equity.

9. OPTION TO PURCHASE.

(a) The Lessor hereby grants to the Lessee the right and option, on any date prior to the expiration of this Lease, upon written notice to the Lessor, to purchase the Premises at a price equal to the amount required to enable the Lessor to pay all indebtedness related to the Premises, including the Bonds, with accrued and unpaid interest to the date on which such indebtedness will be redeemed and all premiums payable on the redemption thereof, and to enable the Lessor to liquidate, if the Lessor is to be liquidated, by paying the expenses and charges of liquidation and to pay the cost of transferring the Premises.

(b) Upon request of the Lessee, the Lessor shall furnish an itemized statement setting forth the amounts required to be paid by the Lessee on the next rental payment date in order to purchase the Premises in accordance with Section 9(a) hereof.

(c) If the Lessee exercises its option to purchase, it shall pay to the Trustee that portion of the purchase price which is required to pay the Bonds, including all premiums payable on the redemption thereof and accrued and unpaid interest. Such payment shall not be made until the Trustee gives to the Lessee a written statement that such amount will be sufficient to retire the Bonds, including all premiums payable on the redemption thereof and accrued and unpaid interest.

(d) The remainder of such purchase price shall be paid by the Lessee to the Lessor. Nothing herein contained shall be construed to provide that the Lessee shall be under any obligation to purchase the Premises, or under any obligation in respect to any creditors or other security holders of the Lessor.

(e) Upon the exercise of the option to purchase granted herein, the Lessor will upon such payment of the option price deliver, or cause to be delivered, to the Lessee documents conveying to the Lessee all of the Lessor's title to the property being purchased, as such property then exists, subject to the following: (i) those liens and encumbrances (if any) to which title to said property was subject when conveyed to the Lessor; (ii) those liens and encumbrances created by the Lessee or to the creation or suffering of which the Lessee consented, and liens for taxes or special assessments not then delinquent; and (iii) those liens and encumbrances on its

part contained in this Lease. In the event of purchase of the Premises by the Lessee or conveyance of the same to the Lessee, the Lessee shall procure and pay for all surveys, title searches, abstracts, title policies and legal services that may be required, and shall furnish at the Lessee's expense all tax payments required for the transfer of title.

10. OPTION TO RENEW. The Lessor hereby grants to the Lessee the right and option to renew this Lease for a further like, or lesser, term, upon the same or like conditions as herein contained, and the Lessee may exercise this option by written notice to the Lessor given prior to the expiration of this Lease.

11. TRANSFER TO THE LESSEE. In the event the Lessee has not exercised its option to purchase the Premises in accordance with Section 9 hereof and has not exercised its option to renew this Lease in accordance with Section 10 hereof, then, upon expiration of this Lease and upon full performance by the Lessee of its obligations under this Lease, the Premises shall become the absolute property of the Lessee, and, upon the Lessee's request, the Lessor shall execute proper instruments conveying to the Lessee all of the Lessor's title thereto.

12. DEFAULTS.

(a) If the Lessee shall default in the (i) payment of any rentals or other sums payable to the Lessor hereunder, or (ii) observance of any other covenant, agreement or condition hereof and such default shall continue for ninety (90) days after written notice to correct the same, then, in any of such events, the Lessor may proceed to protect and enforce its rights by suit or suits in equity or at law in any court of competent jurisdiction, whether for specific performance of any covenant or agreement contained herein or for the enforcement of any other appropriate legal or equitable remedy, or may authorize or delegate the authority to file a suit or make appropriate claims, or the Lessor, at its option, without further notice, may terminate the estate and interest of the Lessee hereunder, and it shall be lawful for the Lessor forthwith to resume possession of the Premises and the Lessee covenants to surrender the same forthwith upon demand.

(b) The exercise by the Lessor of the above right to terminate this Lease shall not release the Lessee from the performance of any obligation hereof maturing prior to the Lessor's actual entry into possession. No waiver by the Lessor of any right to terminate this Lease upon any default shall operate to waive such right upon the same or other default subsequently occurring.

13. NOTICES. Whenever either party shall be required to give notice to the other under this Lease, it shall be sufficient service of such notice to deposit the same in the United States mail, in an envelope duly stamped, registered and addressed to the other party, at its last known address.

14. SUCCESSORS OR ASSIGNS. All covenants in this Lease, whether by the Lessor or the Lessee, shall be binding upon the successors and assigns of the respective parties hereto.

15. SEVERABILITY. In the case of any section or provision of this Lease, or any covenant, stipulation, obligation, agreement, act or action, or part thereof, made, assumed, entered into or taken under this Lease, or any application thereof, is for any reason held to be

illegal or invalid, or is at any time inoperable, that illegality or invalidity or inoperability shall not affect the remainder hereof or any other section or provision of this Lease or any other covenant, stipulation, obligation, agreement, act or action, or part thereof, made, assumed, entered into or taken under this Lease, which shall be construed and enforced as if that illegal or invalid or inoperable portion were not contained herein.

16. TABLE OF CONTENTS; CAPTIONS. The table of contents appended to this Lease and the captions included throughout this Lease are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Lease.

17. CONSTRUCTION OF COVENANTS. This Lease was entered into for the purpose of constructing, erecting, renovating and improving the Premises and leasing the same by the Lessor to the Lessee under the provisions of the Indiana Code 36-1-10. All provisions herein contained shall be construed in accordance with the provisions of said statutes, and to the extent of inconsistencies, if any, between the covenants and agreements in this Lease and provisions of said statutes, the provisions of said statutes shall be deemed to be controlling and binding upon the Lessor and the Lessee.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed for and on their behalf as of the day and year first hereinabove written.

LESSEE

VIGO COUNTY, INDIANA


By: Board of Commissioners of Vigo County,
Indiana


Commissioner


Commissioner


Commissioner

ATTEST:


Auditor
Vigo County, Indiana

LESSOR

VIGO COUNTY BUILDING
CORPORATION


President

ATTEST:

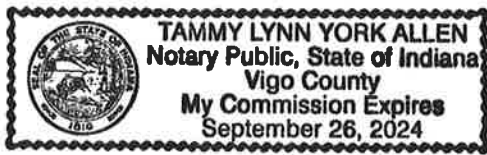

Secretary/Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF VIGO)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Brad Anderson, Jody Anderson, Breiden Keates and James Brantle, personally known to me as the Board of Commissioners and Auditor, respectively, of Vigo County, Indiana and acknowledged the execution of the foregoing lease for and on behalf of said county.

WITNESS my hand and notarial seal this 12th day of September, 2019.

(Seal)



Tammy Lynn York Allen
(Written Signature)

Tammy Lynn York-Allen
(Printed Signature)
Notary Public

My Commission expires:

09/26/2024

My county of residence is:

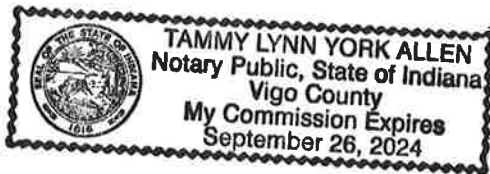
Vigo

STATE OF INDIANA)
) SS:
COUNTY OF VIGO)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared John Wright and P. + R. L. Ston, personally to me to be the President and Secretary/Treasurer, respectively, of the Vigo County Building Corporation, and acknowledged the execution of the foregoing lease for and on behalf of said corporation.

WITNESS my hand and notarial seal this 12th day of September, 2019.

(Seal)



Tammy Lynn York - Allen
(Written Signature)

Tammy Lynn York - Allen
(Printed Signature)
Notary Public

My Commission expires:

09/26/2024

My county of residence is:

Vigo

This instrument prepared by Richard J. Hall, Esquire, Barnes & Thornburg, 11 South Meridian Street, Indianapolis, Indiana 46204.

I affirm under penalties of perjury that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. /s/ Richard J. Hall

EXHIBIT A
TO LEASE BETWEEN
VIGO COUNTY BUILDING CORPORATION, LESSOR,
AND VIGO COUNTY, INDIANA LESSEE

REAL ESTATE DESCRIPTION

The Real Estate shall consist of certain real property located at _____,
Indiana _____, the legal description of which will be added to the Lease upon the issuance
of the Bonds.

EXHIBIT B
TO LEASE BETWEEN
VIGO COUNTY BUILDING CORPORATION, LESSOR,
AND VIGO COUNTY, INDIANA LESSEE

ADDENDUM TO LEASE
VIGO COUNTY BUILDING CORPORATION, LESSOR,
AND VIGO COUNTY, INDIANA LESSEE

THIS ADDENDUM (this "Addendum"), entered into as of this ____ day of _____, _____, by and between Vigo County Building Corporation, an Indiana nonprofit corporation (the "Lessor"), and Vigo County, Indiana, a municipal corporation existing under by the laws of the State of Indiana (the "Lessee");

WITNESSETH:

WHEREAS, the Lessor entered into a lease with the Lessee dated as of _____, 2019 (the "Lease"); and

WHEREAS, it is provided in the Lease that there shall be endorsed thereon the adjusted rental.

NOW, THEREFORE, IT IS HEREBY AGREED, CERTIFIED AND STIPULATED by the undersigned as follows:

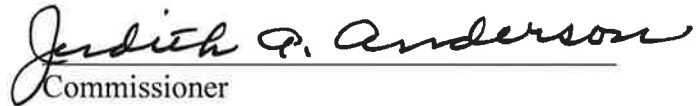
Section 1. The Annual Rental. The adjusted rental is set forth on Appendix I attached hereto.

IN WITNESS WHEREOF, the undersigned have caused this Addendum to be executed for and on their behalf as of the day and year first above written.

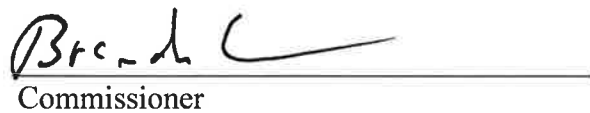
LESSEE

VIGO COUNTY, INDIANA


By: Board of Commissioners of Vigo County,
Indiana


Commissioner


Commissioner


Commissioner

ATTEST:


Auditor
Vigo County, Indiana

LESSOR

VIGO COUNTY BUILDING
CORPORATION

By: 
President

ATTEST:

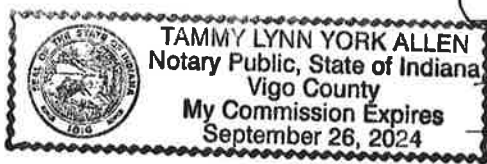

Secretary/Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF Vigo)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Brah Anderson, Judy Anderson, and Brendan Keenan, and James Brumble, personally known to me as the Board of Commissioners and Auditor, respectively, of Vigo County, Indiana acknowledged the execution of the foregoing addendum to lease for and on behalf of said school corporation.

WITNESS my hand and notarial seal this 12th day of Sept, 2019.

(Seal)



Tammy Lynn York-Allen
(Written Signature)

Tammy Lynn York-Allen
(Printed Signature)

Notary Public

My Commission expires:

09/26/2024

My county of residence is:

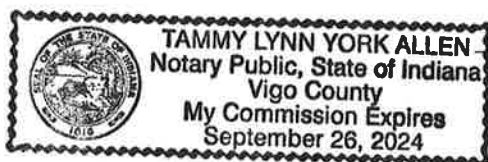
Vigo

STATE OF INDIANA)
) SS:
COUNTY OF Vigo)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared John Wright and Pat Ralston, personally known to me to be the President and Secretary/Treasurer, respectively, of the Vigo County Building Corporation, and acknowledged the execution of the foregoing addendum to lease for and on behalf of said corporation.

WITNESS my hand and notarial seal this 12th day of Sept., 2019.

(Seal)



Tammy Lynn York Allen
(Written Signature)

Tammy Lynn York Allen
(Printed Signature)
Notary Public

My Commission expires:

09/26/2024

My county of residence is:

Vigo

This instrument prepared by Richard J. Hall, Esquire, Barnes & Thornburg, 11 South Meridian Street, Indianapolis, Indiana 46204.

I affirm under penalties of perjury that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. /s/ Richard J. Hall

Appendix I to Addendum to Lease

Rental Schedule

Payment Date

Amount

EXHIBIT C
TO LEASE BETWEEN
VIGO COUNTY BUILDING CORPORATION, LESSOR,
AND VIGO COUNTY, INDIANA LESSEE

ADDENDUM TO LEASE
VIGO COUNTY BUILDING CORPORATION, LESSOR,
AND VIGO COUNTY, INDIANA LESSEE

THIS ADDENDUM (this "Addendum"), entered into as of this ____ day of _____, _____, by and between Vigo County Building Corporation, an Indiana nonprofit corporation (the "Lessor"), and Vigo County, a municipal corporation existing under by the laws of the State of Indiana (the "Lessee");

WITNESSETH:

WHEREAS, the Lessor entered into a lease with the Lessee dated as of _____, 2019 (the "Lease"); and

WHEREAS, it is provided in the Lease that there shall be endorsed thereon the date the entire Premises, as defined therein, are complete and ready for occupancy.

NOW, THEREFORE, IT IS HEREBY AGREED, CERTIFIED AND STIPULATED by the undersigned that the date the Improvements are complete and ready for occupancy is _____, _____.

IN WITNESS WHEREOF, the undersigned have caused this Addendum to be executed for and on their behalf as of the day and year first above written.


LESSEE

VIGO COUNTY, INDIANA


By: Board of Commissioners of Vigo County,
Indiana


Commissioner


Commissioner


Commissioner

ATTEST:


Auditor
Vigo County, Indiana

LESSOR

VIGO COUNTY BUILDING
CORPORATION

By: 
President

ATTEST:

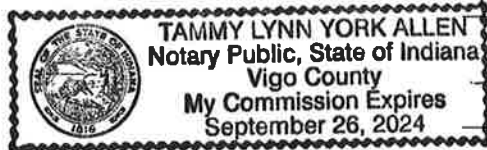

Secretary/Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF Vigo)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Brad Anderson, Judy Anderson, and Brenda Kearns, and James Brundage, personally known to me as the Board of Commissioners and Auditor, respectively, of Vigo County, Indiana, acknowledged the execution of the foregoing addendum to lease for and on behalf of said municipal corporation.

WITNESS my hand and notarial seal this 12th day of Sept., 2019.

(Seal)



Tammy Lynn York-Allen
(Written Signature)

Tammy Lynn York-Allen
(Printed Signature)
Notary Public

My Commission expires:

09/26/2024

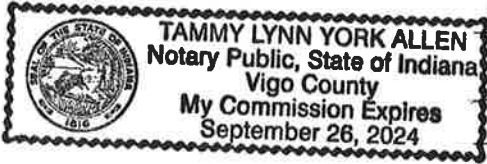
My county of residence is:

Vigo

STATE OF INDIANA)
) SS:
COUNTY OF Vigo)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared John Wright and Pat Rolton personally known to me to be the President & Secretary and of Bldg. Corp, respectively, of Vigo County, Indiana, and acknowledged the execution of the foregoing addendum to lease for and on behalf of said corporation.

WITNESS my hand and notarial seal this 12th day of Sept., 2019.

(Seal)  Tammy Lynn York Allen
(Written Signature)
Tammy Lynn York-Allen
(Printed Signature)
Notary Public

My Commission expires:

09/26/2024

My county of residence is:

Vigo

This instrument prepared by Richard J. Hall, Esquire, Barnes & Thornburg, 11 South Meridian Street, Indianapolis, Indiana 46204.

I affirm under penalties of perjury that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. /s/ Richard J. Hall

BUYER ERRORS & OMISSIONS/COMPLIANCE AGREEMENT

Closing Agent: Wilkinson Law Firm **File No.:** 20190013
333 Ohio Street
Terre Haute, IN 47807 **Property Address:** 500 W Honey Creek Dr
Terre Haute, IN 47802-3779

Buyer: Board of Commissioners of Vigo County, Indiana

The undersigned buyer, for and in consideration of the above-referenced Closing Agent closing this transaction agrees, if requested by Closing Agent, to fully cooperate and adjust for clerical errors or omissions, including returning to Closing Agent any funds received as a result of an error that buyer otherwise would not have received, if deemed necessary or desirable in the reasonable discretion of Closing Agent.

The undersigned buyer agrees to comply with all above noted requests by the above-referenced Closing Agent within 30 days from date of mailing of said requests. Buyer agrees to assume all costs including, by way of illustration and not limitation, actual expenses, legal fees and marketing losses for failing to comply with correction requests in the above noted time period.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ, RECEIVED AND UNDERSTAND THIS ERRORS AND OMISSIONS/COMPLIANCE AGREEMENT. THIS AGREEMENT IS DATED SEPTEMBER 12, 2019.

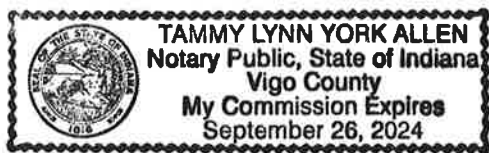
BUYER:

Board of Commissioners of Vigo County, Indiana

By: Brad Anderson
Brad Anderson, President

STATE OF INDIANA)
) SS:
COUNTY OF VIGO)

Sworn to and subscribed before me this 12th day of September, 2019.



Tammy Lynn York Allen
(Notary Public)
Tammy Lynn York-Allen
(Printed Name)

My Commission Expires: 09/26/2024

My County of Residence: Vigo

AGREEMENT CONCERNING REAL ESTATE TAXES

Pursuant to the parties' Purchase Agreement providing for the real estate taxes to be prorated, the real estate taxes for your closing are calculated as follows:

When prorating taxes for the year in which closing occurs that will not be payable until the following year, the amount most recently billed by the Vigo County Treasurer (as published in the on-line system utilized by the Treasurer) will be used for the proration calculation.

Buyer and Seller understand that the above method of calculating taxes will likely produce results different from the results once the actual current year's taxes are published by the Treasurer, but these are the only figures available and this is the best method of calculation available to the Closing Agent at the time of closing. The undersigned agree that Chicago Title Insurance Company and Wilkinson, Goeller, Modesitt, Wilkinson & Drummy, LLP are hereby released from, and will not be liable for, any discrepancy resulting from the above tax approximation method or from any mistake in exemptions, assessed valuation figures, or any other data shown on the Settlement Statement.

The parties recognize that they are responsible for confirming the status and the application of any exemption or credits regarding this transaction.

Seller has paid all 2018 real estate taxes, payable in 2019. Buyer and Seller have agreed for Wilkinson, Goeller, Modesitt, Wilkinson & Drummy, LLP, the Closing Agent, to use the tax information shown in the title insurance commitment, which reflects the tax information published in the on-line system utilized by the Treasurer, to pro rate the 2019 real estate taxes, payable in 2020, on the Settlement Statement based upon 61.2% (22.21 acres out of 36.27 acres) of the 2018, pay 2019, real estate taxes.

Buyer understands that the Commissioners of Vigo County, Indiana will be responsible for the actual payment of the 2019 real estate taxes once the duplicates are issued, and all real estate taxes thereafter, and hereby releases and holds harmless and indemnifies Chicago Title Insurance Company and Wilkinson, Goeller, Modesitt, Wilkinson & Drummy, LLP from any loss or claims for payment arising from property taxes due on the subject real estate.

BUYER

Board of Commissioners of Vigo County, Indiana

By: 

Dated: September 12, 2019

SELLER

Culp Ventures, LLC

By: _____

Dated: September 12, 2019

**SALES DISCLOSURE FORM**

State Form 46021 (R11/12-11)

Prescribed by Department of Local Government Finance
Pursuant to IC 6-1.1-5.5

SDF ID

County	Year	Unique ID

SDF Date: _____

PRIVACY NOTICE: The telephone numbers and Social Security numbers of the parties on this form are confidential according to IC 6-1.1-5.5-3(d).

PART 1 - To be completed by BUYER/GRANTEE and SELLER/GRANTOR**A. PROPERTY TRANSFERRED - MUST BE CONVEYED ON A SINGLE CONVEYANCE DOCUMENT**

1. Property Number	Check box if applicable to parcel	5. Complete Address of Property	6. Complete Tax Billing Address (if different from property address)
A.) 84-09-05-276-001.000-005	<input checked="" type="checkbox"/> 2. Split <input checked="" type="checkbox"/> 3. Land <input type="checkbox"/> 4. Improvement	500 W Honey Creek Dr Terre Haute, IN 47802-3779	

7. Legal Description of Parcel A: Lot 1 Honey Creek Park West Sub 5-11-9

B.) 84-09-05-400-001.000-005	<input type="checkbox"/> 2. Split <input checked="" type="checkbox"/> 3. Land <input type="checkbox"/> 4. Improvement	500 W Honey Creek Dr Terre Haute, IN 47802-3779	
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7. Legal Description of Parcel B: Lot 1 Honey Creek Park West Sub 5-11-9

B. CONDITIONS - IDENTIFY ALL THAT APPLY

If condition 1 applies, filer is subject to disclosure and a disclosure filing fee.

YES	NO	CONDITION
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1. A transfer of real property interest for valuable consideration.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. Buyer is an adjacent property owner.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	3. Vacant land.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	4. Exchange for other real property ("Trade").
<input type="checkbox"/>	<input checked="" type="checkbox"/>	5. Seller paid points. (Provide the value Table C Item 12.)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	6. Change planned in the primary use of the property? (Describe in special circumstances in Table C Item 3.)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	7. Existence of family or business relationship between buyer and seller. (Complete Table C Item 4.)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	8. Land contract. Contract term (YY): _____ and contract date (MM/DD/YYYY): _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	9. Personal property included in transfer. (Provide the value Table C Item 5.)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	10. Physical changes to property between March 1 and date of sale. (Describe in special circumstances in Table C Item 3.)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	11. Partial interest. (Describe in special circumstances in Table C Item 3.)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	12. Easements or right-of-way grants.

C. SALES DATA - DISCLOSE VALUE OF ITEMS LISTED IN TABLE B, ITEMS 1-15

1. Conveyance date (MM/DD/YYYY): 09/12/2019

2. Total number of parcels: 2

3. Describe any unusual or special circumstances related to this sale, including the specification of any less-than-complete ownership interest and terms of seller financing.
84-09-05-276-001.000-005 is a parent parcel of 36.270 acres.
84-09-05-400-001.000-005 is .460 acre & included in new parcel.
84-09-05-276-006.000-005 is new parcel number but has not yet been assessed & contains 22.21 acres.
B.6: Rezoned to a "P" classification.

YES	NO	CONDITION
<input type="checkbox"/>	<input checked="" type="checkbox"/>	4. Family or business relationship existing between buyer and seller? Amount of discount: \$ _____

Disclose actual value in money, property, a service, an agreement, or other consideration.

If conditions 13-15 apply, filers are subject to disclosure, but no disclosure filing fee.

YES	NO	CONDITION
<input type="checkbox"/>	<input checked="" type="checkbox"/>	13. Document for compulsory transactions as a result of foreclosure or express threat of foreclosure, divorce, court order, judgment, condemnation, or probate.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	14. Documents involving the partition of land between tenants in common, joint tenants, or tenants by the entirety.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	15. Transfer to a charity, not-for-profit organization, or government.

5. Estimated value of personal property:	\$ 0.00
6. Sales price:	\$ 510,830.00

YES	NO	CONDITION
<input type="checkbox"/>	<input checked="" type="checkbox"/>	7. Is the seller financing sale? If yes, answer questions (8-13).
<input type="checkbox"/>	<input type="checkbox"/>	8. Is buyer/borrower personally liable for loan?
<input type="checkbox"/>	<input type="checkbox"/>	9. Is this a mortgage loan?
10. Amount of loan:		\$
11. Interest rate:		%
12. Amount in points:		\$
13. Amortization period:		

D. PREPARER

Jeffrey A. Lewellyn
Preparer of the Sales Disclosure Form

333 Ohio St
Address (Number and Street)

Terre Haute, IN 47807
City, State, and ZIP Code

Attorney
Title

Wilkinson Law Firm
Company

812-232-4311
Telephone Number

jalewellyn@wilkinsonlaw.com

E-mail

E. SELLER(S)/GRANTOR(S)

Culp Ventures, LLC
Seller 1 - Name as appears on conveyance document

901 Wabash Ave. Ste 120
Address (Number and Street)

Terre Haute, IN 47807
City, State, and ZIP Code

812-234-4480 steve@culpventuresllc.com
Telephone Number E-mail

Seller 2 - Name as appears on conveyance document

Address (Number and Street)

City, State, and ZIP Code

Telephone Number

E-mail

Under penalties of perjury, I hereby certify that this Sales Disclosure, to the best of my knowledge and belief, is true, correct and complete as required by law, and is prepared in accordance with IC 6-1.1-5.5, "Real Property Sales Disclosure Act".

Signature of Seller

F. Stephen Schrohe, Managing Member

09/12/2019

Printed Name of Seller

Sign Date (MM/DD/YYYY)

Signature of Seller

Printed Name of Seller

Sign Date (MM/DD/YYYY)

F. BUYER(S)/GRANTEE(S) - APPLICATION FOR PROPERTY TAX DEDUCTIONS- IDENTIFY ALL ITEMS THAT APPLY

Board of Commissioners of Vigo County, Indiana

Buyer 1 - Name as appears on conveyance document

650 South 1st Street
Address (Number and Street)

Terre Haute, IN 47807
City, State, and ZIP Code

812-231-6200
Telephone Number

E-mail

Buyer 2 - Name as appears on conveyance document

Address (Number and Street)

City, State, and ZIP Code

Telephone Number

E-mail

THE SALES DISCLOSURE FORM MAY BE USED TO APPLY FOR CERTAIN DEDUCTIONS FOR THIS PROPERTY. IDENTIFY ALL OF THOSE THAT APPLY.

YES NO CONDITION

☐ ☒ 1. Will this property be the buyer's primary residence? Provide complete address of primary residence, including county:

650 South 1st Street
Address (Number and Street)

Terre Haute, IN 47807
City, State ZIP Code

Vigo
County

☐ ☒ 2. Does the buyer have a homestead in Indiana to be vacated for this residence? If yes, provide complete address of residence being vacated, including county:

Address (Number and Street)

City, State ZIP Code

County

YES NO CONDITION

☐ ☒ 3. Homestead
☐ ☒ 4. Solar Energy Heating/Cooling System
☐ ☒ 5. Wind Power Device
☐ ☒ 6. Hydroelectric Power Device
☐ ☒ 7. Geothermal Energy Heating/Cooling Device
☐ ☒ 8. Is this property a residential rental property?
☐ ☒ 9. Would you like to receive tax statements for this property via e-mail? (Provide contact information below. Please see instructions for more information. Not available in all counties.)

Primary property owner contact name

E-mail

Under penalties of perjury, I hereby certify that this Sales Disclosure, to the best of my knowledge and belief, is true, correct and complete as required by law, and is prepared in accordance with IC 6-1.1-5.5, "Real Property Sales Disclosure Act". (Note: Spouse information, Social Security and Driver's License/Other numbers are not necessary if no Homestead Deduction is being filed.)

Signature of Buyer 1

Brad Anderson, President

09/12/2019

Printed Legal Name of Buyer 1

Sign Date (MM/DD/YYYY)

N/A

N/A

N/A

Last 5 digits of Buyer 1 Driver's License/ID/Other Number State Last 5 Digits of Social Security Number

Signature of Buyer 2/Spouse

Printed Legal Name of Buyer 2/Spouse

Sign Date (MM/DD/YYYY)

Last 5 digits of Buyer 2/Spouse Driver's License/ID/Other Number State Last 5 Digits of Social Security Number

PART 2 - COUNTY ASSESSOR

The county assessor must verify and complete items 1 through 14 and stamp the sales disclosure form before sending to the auditor:

1. Property	2. AV Land	3. AV Improvement	4. Value of Personal Property	5. AV Total	6. Property Class Code	7. Neighborhood Code	8. Tax District	9. Acreage
A.)								
B.)								

Assessor Stamp	10. Identify physical changes to property between March 1 and date of sale. _____ _____ _____ _____ _____	<table border="1"> <thead> <tr> <th>YES</th> <th>NO</th> <th>CONDITION</th> </tr> </thead> <tbody> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>11. Is form completed?</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>12. State sales fee required?</td> </tr> <tr> <td colspan="3">13. Date of sale (MM/DD/YYYY): _____</td> </tr> <tr> <td colspan="3">14. Date form received (MM/DD/YYYY): _____</td> </tr> </tbody> </table>	YES	NO	CONDITION	<input type="checkbox"/>	<input type="checkbox"/>	11. Is form completed?	<input type="checkbox"/>	<input type="checkbox"/>	12. State sales fee required?	13. Date of sale (MM/DD/YYYY): _____			14. Date form received (MM/DD/YYYY): _____		
	YES	NO	CONDITION														
<input type="checkbox"/>	<input type="checkbox"/>	11. Is form completed?															
<input type="checkbox"/>	<input type="checkbox"/>	12. State sales fee required?															
13. Date of sale (MM/DD/YYYY): _____																	
14. Date form received (MM/DD/YYYY): _____																	

Items 15 through 18 are to be completed by the assessor when validating this sale:

15. If applicable, identify any additional special circumstances relating to validation of sale. _____ _____ _____ _____ _____ _____ _____	<table border="1"> <thead> <tr> <th>YES</th> <th>NO</th> <th>CONDITION</th> </tr> </thead> <tbody> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>16. Sale valid for trending?</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>17. Validation of sale complete?</td> </tr> <tr> <td colspan="3">18. Validated by: _____</td> </tr> </tbody> </table>	YES	NO	CONDITION	<input type="checkbox"/>	<input type="checkbox"/>	16. Sale valid for trending?	<input type="checkbox"/>	<input type="checkbox"/>	17. Validation of sale complete?	18. Validated by: _____		
YES	NO	CONDITION											
<input type="checkbox"/>	<input type="checkbox"/>	16. Sale valid for trending?											
<input type="checkbox"/>	<input type="checkbox"/>	17. Validation of sale complete?											
18. Validated by: _____													

PART 3 - COUNTY AUDITOR

Auditor Stamp	1. Disclosure fee amount collected: \$ _____ 2. Other Local Fee: \$ _____ 3. Total Fee Collected: \$ _____ 4. Auditor receipt book number: _____ 5. Date of transfer (MM/DD/YYYY): _____	<table border="1"> <thead> <tr> <th>YES</th> <th>NO</th> <th>CONDITION</th> </tr> </thead> <tbody> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>6. Is form completed?</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>7. Is state fee collected?</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>8. Attachments complete?</td> </tr> </tbody> </table>	YES	NO	CONDITION	<input type="checkbox"/>	<input type="checkbox"/>	6. Is form completed?	<input type="checkbox"/>	<input type="checkbox"/>	7. Is state fee collected?	<input type="checkbox"/>	<input type="checkbox"/>	8. Attachments complete?
	YES	NO	CONDITION											
<input type="checkbox"/>	<input type="checkbox"/>	6. Is form completed?												
<input type="checkbox"/>	<input type="checkbox"/>	7. Is state fee collected?												
<input type="checkbox"/>	<input type="checkbox"/>	8. Attachments complete?												

PART 4 - RECEIPT FOR STATEMENT OF DEDUCTION OF ASSESSED VALUATION

SDF ID _____	SDF Date (MM/DD/YYYY) _____	Buyer 1 - Name as appears on conveyance document _____
Parcel Number _____		Address of Property (Number and Street) _____
Check all that apply:		City, State, and ZIP Code of Property _____
<input type="checkbox"/> Homestead <input type="checkbox"/> Solar Energy <input type="checkbox"/> Wind Power <input type="checkbox"/> Hydroelectric <input type="checkbox"/> Geothermal <input type="checkbox"/> Rental Property <input type="checkbox"/> Electronic Statement (e-mail) _____		Auditor Signature _____ Date (MM/DD/YYYY) _____

A person who knowingly and intentionally falsifies value of transferred real property, or omits or falsifies any information required to be provided in the sales disclosure form commits a Class C felony.

**COMMITMENT FOR TITLE INSURANCE
ISSUED BY
CHICAGO TITLE INSURANCE CO.****NOTICE**

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRA CONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Chicago Title Insurance Co., a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within 90 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS**1. DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Co.. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
 - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
 - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I-Requirements; and
 - (f) Schedule B, Part II-Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.
4. **COMPANY'S RIGHT TO AMEND**
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I-Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
 - (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
 - (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

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- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at www.alta.org/arbitration.

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Chicago Title Insurance Co.

Transaction Identification Data for reference only:

Issuing Agent: Wilkinson, Goeller, Modesitt, Wilkinson & Drummy, LLP
Issuing Office: 333 Ohio St, Terre Haute, IN 47807
Issuing Office's ALTA® Registry ID: 1068741
Loan ID Number:
Commitment Number: 20190013
Issuing Office File Number: 20190013
Property Address: 500 W Honey Creek Dr, Terre Haute, IN 47802-3779

SCHEDULE A

1. Commitment Date: August 29, 2019 at 08:00 AM
2. Policy to be issued:
 - (a) ALTA Owner's Policy 06/17/06
Proposed Insured: Board of Commissioners of Vigo County, Indiana
Proposed Policy Amount: \$ 510,830.00
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in:
Culp Ventures, LLC, an Indiana limited liability company
5. The Land is described as follows:
Lot 1 in Honey Creek Park West Subdivision as shown by the plat thereof recorded on the 2nd day of August, 2019 as Instrument No. 2019008156, in the Recorder's Office of Vigo County, Indiana.

TOGETHER WITH a non-exclusive easement for ingress/egress, utilities and drainage over and across the North-South 60-foot wide strip consisting of 1.80 acres shown on record plat of Honey Creek Park West Subdivision and denoted as Easement of Ingress/Egress, Utility and Drainage Easement.

Wilkinson, Goeller, Modesitt, Wilkinson & Drummy, LLP

By: _____

Jeffrey A. Lewellyn, Title Insurance Agent

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Chicago Title Insurance Co.

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Satisfactory evidence shall be produced that all improvements and/or repairs or alterations thereto are completed; that contractor, subcontractor, labor and materialmen are all paid in full.
6. Disclosure of Sales Information Form completed by Buyer and Seller as required by Indiana Law accompanying the Deed for Transfer.
7. Vendor's and/or Mortgagor's Closing Affidavit to be furnished.
8. IC 27-7-3.6 requires a fee of \$5.00 will be collected from the purchaser of the policy for each policy issued in conjunction with closings occurring on or after July 1, 2006. The fee should be designated in the 1100 series of the HUD form as a TIEFF (Title Insurance Enforcement Fund Fee) charge.
9. IC 27-7-3.7 requires funds deposited into an escrow account of a closing agent in amounts of \$10,000.00 or more to be in the form of wired funds. Funds in amounts less than \$10,000.00 may be deposited in the form of cash, wired funds, cashier's check, certified check, check on the account of another closing agent, or check drawn on the account of a licensed real estate broker. Personal checks in excess of \$500.00 will not be accepted.
10. Effective July 1, 2013, Senate enrolled Act 370 (P.L. 80-2013) requires title insurance companies to charge a fee for closing protection letters in real estate transactions in which the title insurance company or its authorized agent acts as the settlement agent. In residential transactions, the closing protection letters are mandatory and must be issued to each party. In commercial transactions, closing protection letters are available upon request, but are not mandatory. Chicago Title Insurance Company's fees for closing protection letters are \$25.00 for a seller's letter, \$25.00 for a buyer's or borrower's letter, and \$35.00 for a lender's letter.
11. Any documents that require a preparation statement and are executed or acknowledged in Indiana must contain the following affirmation statement required by IC 36-2-11-15: "I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law.
_____ " (Name)

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SCHEDULE B
(Continued)

12. In regard to Culp Ventures, LLC, we must be furnished the following:
 - a. Certified or file stamped copies of the Articles of Organization, and any amendments thereto.
 - b. Copy of the Operating Agreement and any amendments thereto.
 - c. Proof of the authority and incumbency of the manager to execute the deed and closing documents. If there is not a manager, we must be furnished proof of the authority and incumbency of the member to execute the deed and closing documents.
 - d. Certificate of Existence from the Secretary of State of Indiana.
13. We must be furnished proof of the authority and incumbency of the Board of Commissioners of Vigo County, Indiana to complete the purchase transaction by and through their designated officer.

SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met
2. Rights or claims of parties in possession not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
5. Any lien, or a right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or assessments which are not shown as existing liens by the public records.

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SCHEDULE B
(Continued)

7. Real estate taxes as follows:

Name: Culp Ventures LLC
Taxing Unit: TH Honey Creek Twp
Description: Mid E Side 5-11-9 36.270 Ac
Parcel No.: 84-09-05-276-001.000-005

Assessed Value:

Land: \$475,000.00
Improvements: \$121,400.00
Exemptions: \$0

- a. Spring installment of taxes for the year 2018, due and payable in 2019, in the amount of \$8,691.00 is shown paid.
b. Fall installment of taxes for the year 2018, due and payable in 2019, in the amount of \$8,691.00 is shown paid.

NOTE: This is a parent parcel. The new parcel number will be 84-09-05-276-006.000-005, but it has not yet been assessed. The new parcel is vacant land.

8. Real estate taxes as follows:

Name: Culp Ventures LLC
Taxing Unit: TH Honey Creek Twp
Description: Mid E Prt E Fract 5-11-9 .460 Ac
Parcel No.: 84-09-05-400-001.000-005

Assessed Value:

Land: \$200.00
Improvements: \$0
Exemptions: \$0

- a. Spring installment of taxes for the year 2018, due and payable in 2019, in the amount of \$2.50 is shown paid.
b. Fall installment of taxes for the year 2018, due and payable in 2019, in the amount of \$2.50 is shown paid.

NOTE: This is a parent parcel. The new parcel number will be 84-09-05-276-006.000-005, but it has not yet been assessed. The new parcel is vacant land.

9. All taxes for 2019, due and payable in 2020, are a lien, not yet due and payable.

10. Covenants, conditions, and restrictions contained in the plat of Steuben Cain One Lot Subdivision, as per plat thereof, recorded November 14, 1994 at Plat Record 28, Page 109, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

11. Electric Underground Line Easement to PSI Energy, Inc., dated June 14, 1993 and recorded March 24, 1994 at Deed Record 439, Page 983.

12. Order Establishing Honey Creek-Vigo Conservancy District, recorded July 6, 1990 at Misc. Record 199, Page 301.

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SCHEDULE B

(Continued)

13. Grant of Permanent Right-of-Way and Easement unto City of Terre Haute, Indiana, dated December 15, 1978 and recorded December 13, 1979 at Deed Record 381, Page 250.
14. Electric Underground Line Easement unto Public Service Company of Indiana, Inc., dated May 27, 1977 and recorded June 23, 1977 at Deed Record 371, Page 514.
15. All matters contained in the ALTA/NSPS Land Title Survey by Myers Engineering, Inc., Earl D. Spires Jr., Indiana Land Surveyor 29900015, dated March 21, 2018, and identified as Project No. TM18-131. (Preliminary)
16. Mortgage from Culp Ventures, LLC to First Financial Bank NA in an amount not to exceed \$1,147,500.00, dated April 19, 2018 and recorded April 23, 2018 as Instrument No. 2018004147.
17. Assignment of Rents from Culp Ventures, LLC to First Financial Bank NA dated April 19, 2018 and recorded April 23, 2018 as Instrument No. 2018004148.
18. Covenants, conditions, and restrictions contained in the plat of Honey Creek Park West Subdivision Phase I and II as per plat thereof, recorded August 2, 2019 as Instrument No. 2019008156, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
19. Special Ordinance No. 15, 2019, as Amended, passed by the Common Council of the City of Terre Haute, Indiana on August 1, 2019, and recorded on August 2, 2019 as Instrument No. 2019008154, whereby Lot I in Honey Creek Park West Subdivision is established as a P Penitentiaries Zoning Classification.
20. Building setback requirements as shown on the plat of the subdivision.
21. Easement for public utilities and/or drainage as shown on the plat of the subdivision.
22. Terms and provisions of a non-exclusive easement for ingress/egress, utilities and drainage over and across the North-South 60-foot wide strip consisting of 1.80 acres shown on the recorded Plat of Honey Creek Park West Subdivision.
23. Terms and provisions of a maintenance covenant binding the Proposed Insured and its successors/assigns to maintain/repair/replace the asphalt roadway to be constructed thereon the insured land, and obligating Culp Ventures, LLC and its successors/assigns to include in each deed it delivers to a third-party for each of the remaining four lots of Honey Creek Park West Subdivision a covenant, running with the land, that such grantee of each lot is obligated to contribute/reimburse to the Proposed Insured 20% of such maintenance/repair/replacement costs, as set out in the Special Warranty Deed from Culp Ventures, LLC to the Proposed Insured, dated September 12, 2019 and recorded September _____, 2019 as Instrument No. _____.
24. Transmission Line Easement recorded March 14, 1930 at Misc. Record 58, Page 371.
25. Sewer Easement Agreement recorded in Deed Record 370, Page 266.

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SCHEDULE B

(Continued)

26. Pending proceedings in Vigo Superior Court, Division 3, under Cause No. 84D03-1701-CT-000207, filed on January 12, 2017 by Vikki L. Barker, Plaintiff, against Vigo County Board of Commissioners and Vigo County Building Corp., Defendants.
27. The acreage in the legal description of the subject real estate is solely for the purpose of identifying the insured land and should not be construed as insuring the quantity of land as set forth in said description.
28. Possible municipal assessments, sewer use charges and/or impact fees levied by the local governing agency.

NOTE: All record references are to the records of the Recorder's Office of Vigo County, Indiana, unless otherwise stated.

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PRIVACY POLICY STATEMENT

OF

WILKINSON, GOELLER, MODESITT, WILKINSON & DRUMMY LAW FIRM

Lawyers, as providers of certain personal services, are now required by the Gramm-Leach-Bliley Act to inform their clients of their policies regarding privacy of client information. Our law firm understands your concerns as a client for privacy and the need to ensure the privacy of all your information. Your privacy is important to us and maintaining your trust and confidence is a high priority. Lawyers have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by such Act. Therefore, we have always protected your right to privacy. The purpose of this notice is to explain our Privacy Policy with regard to personal information about you that we obtain and how we keep that information secure. We reserve the right to change this Privacy Policy from time to time consistent with applicable privacy laws.

NONPUBLIC PERSONAL INFORMATION WE COLLECT

We collect nonpublic personal information about you that is provided to us by you or obtained by us with your authorization or consent as part of the services being performed by our firm for you.

WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT OUR CLIENTS OR FORMER CLIENTS TO ANYONE, EXCEPT AS PERMITTED BY LAW AND ANY APPLICABLE STATE ETHICS RULES.

We do not disclose any nonpublic personal information about current or former clients or others for whom services are provided that is obtained in the course of representing or providing services to such persons, except as expressly or impliedly authorized by those persons to enable us to effectuate the purpose of our representation or as required or permitted by law or applicable provisions of codes of professional responsibility or ethical rules governing our conduct as lawyers.

CONFIDENTIALITY AND SECURITY

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and to comply with professional guidelines or requirements of law. In order to guard your nonpublic personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards.

VENDOR'S AFFIDAVIT

Culp Ventures, LLC (hereinafter referred to as "Vendor"), by its managing member, being first duly sworn, states that Culp Ventures, LLC is this day conveying to the Board of Commissioners of Vigo County, Indiana (hereinafter referred to as "Purchaser"), by Special Warranty Deed, the following described Real Estate located in Vigo County, Indiana:

Lot 1 in Honey Creek Park West Subdivision as shown by the plat thereof recorded on the 2nd day of August, 2019 as Instrument No. 2019008156, in the Recorder's Office of Vigo County, Indiana.

TOGETHER WITH a non-exclusive easement for ingress/egress, utilities and drainage over and across the North-South 60-foot wide strip consisting of 1.80 acres shown on record plat of Honey Creek Park West Subdivision and denoted as Easement of Ingress/Egress, Utility and Drainage Easement.

Subject to easements, covenants, and restrictions of record affecting title to the subject real estate.

and commonly known as 500 W Honey Creek Dr, Terre Haute, IN 47802-3779 (hereinafter referred to as "Real Estate").

Vendor is not a party to any lawsuit now pending in any Court, nor has any judgment been rendered against Vendor, and Vendor has not made application for or been granted relief under "The Welfare Act of 1936" as amended.

In connection with the sale of Real Estate, Vendor has furnished Purchaser with a commitment for an owner's policy of title insurance for the Real Estate under date of August 29, 2019, issued by Chicago Title Insurance Co., as number 20190013.

Vendor has an indefeasible estate in fee simple in the Real Estate; and the Real Estate is free and clear of every kind of description of lien, lease or encumbrance except the following:

1. Easements, agreements and restrictions of record disclosed in said commitment.
2. Current taxes charges and assessments not delinquent.
3. Whatever matters affecting the Real Estate, if any, disclosed in the above deed.

Vendor has not executed, or permitted anyone in Vendor's behalf to execute, any conveyance, mortgage, lien, lease, security agreement, financing statement or encumbrance of or upon the Real Estate or any fixtures attached thereto, except as stated above, which is now outstanding or enforceable against the Real Estate. Vendor has made no contract to sell all or a part of the Real Estate to any person other than the Purchaser, and Vendor has not given to any person an option to purchase all or any part of the Real Estate, which is enforceable or exercisable now or at any time in the future. There are no unpaid claims for labor done upon or materials furnished for the Real Estate in respect of which liens have been or may be filed. The

improvements upon the Real Estate, if any, are all located entirely within the bounds of the Real Estate, and there are no encroachments thereon. There are no existing violations of zoning ordinances or other restrictions applicable to the Real Estate.

There is no judgment of any court of the State of Indiana or of any court of the United States that is or may become a lien on the Real Estate. No petition for bankruptcy has been filed by or against Vendor within the last six months, nor is any petition now pending with respect to Vendor for bankruptcy, insolvency or incompetency. Vendor is neither principal nor surety on any bond payable to the State of Indiana.

The Real Estate is now in possession of Culp Ventures, LLC as titleholder and no other person has a right to possession or claims possession of all or any part of the Real Estate. Vendor will deliver possession of Real Estate to Purchaser on or before per proposition, free and clear of any right or claim of any person to the possession of the Real Estate.

Vendor is not acting, directly or indirectly, in any capacity whatsoever for any foreign country or national thereof, and Vendor is an Indiana limited liability company, and the person executing this affidavit and the deed on behalf of Vendor is the managing member and has been fully empowered to execute and deliver this affidavit and the deed; and Vendor has full capacity to convey the real estate described herein and all necessary action for the making of such conveyance has been taken and done.

Vendor intends that each of the statements made herein shall be construed as a representation; each of the representations is made for the purpose of inducing Purchaser to purchase the Real Estate and to induce the title insurance company to issue a policy of title insurance; and each of the representations, whether construed jointly or severally, is true. Vendor expressly authorizes Purchaser and all other persons to rely on such representations.

Culp Ventures, LLC

BY: _____
F. Stephen Schrohe, Managing Member

STATE OF INDIANA)
) SS:
COUNTY OF VIGO)

BEFORE ME, a Notary Public in and for and a resident of said County and State, personally appeared F. Stephen Schrohe, Managing Member of Culp Ventures, LLC, an Indiana limited liability company, who acknowledged the execution of the above and foregoing Affidavit and who, being first duly sworn, stated that any representations contained therein are true.

WITNESS my hand and Notarial Seal this 12th day of September, 2019.

Notary Public

My Commission expires:

Printed: _____

County of Residence: _____

This instrument prepared by: Jeffrey A. Lewellyn, 333 Ohio Street, Terre Haute, IN 47807

SPECIAL WARRANTY DEED

THIS INDENTURE WITNESSETH, That Culp Ventures, LLC, Grantor, an Indiana limited liability company, ***CONVEYS AND SPECIALLY WARRANTS*** to the Board of Commissioners of Vigo County, Indiana, Grantee, for the sum of One and 00/100 Dollars (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Vigo County, in the State of Indiana:

Lot 1 in Honey Creek Park West Subdivision as shown by the plat thereof recorded on the 2nd day of August, 2019 as Instrument No. 2019008156, in the Recorder's Office of Vigo County, Indiana.

TOGETHER WITH a non-exclusive easement for ingress/egress, utilities and drainage over and across the North-South 60-feet wide strip consisting of 1.80 acres shown on record plat of Honey Creek Park West Subdivision and denoted as Easement of Ingress/Egress, Utility and Drainage Easement.

SUBJECT TO a maintenance covenant hereby binding the Grantee herein and its successors, assigns and grantees to maintain/repair/replace the asphalt roadway to be constructed on the Easement of Ingress/Egress, Utility and Drainage Easement pursuant to Grantor's and Grantee's agreement in existence at the time of this conveyance. Grantor herein and its successors/assigns are obligated to include in each deed it delivers to a third party, for each of the remaining four lots of Honey Creek Park West Subdivision, a covenant, running with the land, that such purchaser/grantee of each lot is obligated to contribute/reimburse to the Grantee herein 20% of the maintenance/repair/ replacement costs incurred, from time to time, by Grantee or its successors in such maintenance/repair/replacement of the asphalt roadway.

Subject to all covenants, conditions, restrictions, easements, leases, encumbrances, and all other matters of record.

Subject to the general real estate taxes prorated to the date of this indenture and all subsequent real estate tax.

The Warranties of Grantor hereunder are limited to its own acts and deeds and those of persons claiming by, through and under Grantor, and not otherwise.

The undersigned person executing this Special Warranty Deed on behalf of Grantor represents and certifies that he is the Manager of said limited liability company and has been fully empowered, by proper resolution of the members and the Operating Agreement of Culp Ventures, LLC, to execute and deliver this deed; that Grantor has full capacity to convey the real estate described herein; and that all necessary action for the making of such conveyance has been taken and done.

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed this 12th day of September, 2019.

Culp Ventures, LLC

By: _____
F. Stephen Schrohe, Managing Member

STATE OF INDIANA)
) SS:
COUNTY OF VIGO)

Before me, a Notary Public in and for said County and State, personally appeared F. Stephen Schrohe, Managing Member of Culp Ventures, LLC, an Indiana Limited Liability Company, and acknowledged the execution of the foregoing Special Warranty Deed for and on behalf of said limited liability company, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 12th day of September, 2019.

Notary Public

Printed Name

My Commission Expires: _____

My County of Residence: _____

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

/s/ Jeffrey A. Lewellyn

This instrument prepared by: Jeffrey A. Lewellyn, Attorney at Law
333 Ohio Street, Terre Haute, IN 47807

Mail tax statements to Grantee: _____

Property address: Street address unknown. Terre Haute, IN 47802
Parent Parcel Nos. 84-09-05-276-001.000-005 and
84-09-05-400-001.000-005
New Parcel No. to be 84-09-05-276-006.000-005