

PEOPLES TRUST & SAVINGS BANK
132 SOUTH THIRD STREET
PO BOX 307
BOONVILLE, IN 47601

By: WARRICK COUNTY, INDIANA BOARD OF COMMISSIONERS
BOONVILLE, IN 47601

Referred to in this document as "Financial Institution"

Referred to in this document as County

I, L.B. "Dixie" Dugan, certify that I am Secretary (clerk) of the above named board organized under the laws of INDIANA, Federal Employer I.D. Number 35-6000210, engaged in business under the CO - name of WARRICK COUNTY, INDIANA BOARD OF COMMISSIONERS, and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of the Board of Commissioners duly and properly called and held on 02-13-2012 (date). These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

AGENTS Any Agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below:

Name and Title or Position	Signature	Facsimile Signature (if used)
A. <u>TIM MOSBEY, PRESIDENT</u>	X <u><i>Tim Mosbey</i></u>	X
B. <u>DON WILLIAMS, VICE PRESIDENT</u>	X <u><i>Don Williams</i></u>	X
C. <u>MARLIN WEISHEIT, MEMBER</u>	X <u><i>Marlin Weisheit</i></u>	X
D. _____	X _____	X
E. _____	X _____	X
F. _____	X _____	X

POWERS GRANTED (Attach one or more Agents to each power by placing the letter corresponding to their name in the area before each power. Following each power indicate the number of Agent signatures required to exercise the power.)

Indicate A, B, C, D, E, and/or F	Description of Power	Indicate number of signatures required
<u>A, B, C</u>	(1) Exercise all of the powers listed in this resolution.	<u>3</u>
_____	(2) Open any deposit or share account(s) in the name of the Corporation.	_____
_____	(3) Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution.	_____
_____	(4) Borrow money on behalf and in the name of the Corporation, sign, execute and deliver promissory notes or other evidences of indebtedness.	_____
_____	(5) Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the Corporation as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.	_____
_____	(6) Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box in this Financial Institution.	_____
_____	(7) Other _____	_____

LIMITATIONS ON POWERS The following are the CO'S express limitations on the powers granted under this resolution.

EFFECT ON PREVIOUS RESOLUTIONS This resolution supersedes resolution dated _____ . If not completed, all resolutions remain in effect.

CERTIFICATION OF AUTHORITY I further certify that the Board of Commissioners has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the resolutions on page 2 and to confer the powers granted above to the persons named who have full power and lawful authority to exercise the same. (Apply seal below where appropriate.)

If checked, the Corporation is a non-profit corporation.

In Witness Whereof, I have subscribed my name to this document and affixed the seal of the WARRICK COUNTY Corporation on 02-13-2012 (date).

Attest by One Other Officer

L.B. "Dixie" Dugan
Secretary

RESOLUTIONS

The Corporation named on this resolution resolves that,

- (1) The Financial Institution is designated as a depository for the funds of the Corporation and to provide other financial accommodations indicated in this resolution.
- (2) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by the Financial Institution. Any and all prior resolutions adopted by the Board of Directors of the Corporation and certified to the Financial Institution governing the operation of this corporation's account(s), are in full force and effect, until the Financial Institution receives and acknowledges an express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of a resolution must be accompanied by documentation, satisfactory to the Financial Institution, establishing the authority for the changes.
- (3) The signature of an Agent on this resolution is conclusive evidence of their authority to act on behalf of the Corporation. Any Agent, so long as they act in a representative capacity as an Agent of the Corporation, is authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated on page one, from time to time with the Financial Institution, subject to any restrictions on this resolution or otherwise agreed to in writing.
- (4) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the Corporation with the Financial Institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.
- (5) The Corporation agrees to the terms and conditions of any account agreement, properly opened by any Agent of the Corporation. The Corporation authorizes the Financial Institution, at any time, to charge the Corporation for all checks, drafts, or other orders, for the payment of money, that are drawn on the Financial Institution, so long as they contain the required number of signatures for this purpose.
- (6) The Corporation acknowledges and agrees that the Financial Institution may furnish at its discretion automated access devices to Agents of the Corporation to facilitate those powers authorized by this resolution or other resolutions in effect at the time of issuance. The term "automated access device" includes, but is not limited to, credit cards, automated teller machines (ATM), and debit cards.
- (7) The Corporation acknowledges and agrees that the Financial Institution may rely on alternative signature and verification codes issued to or obtained from the Agent named on this resolution. The term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN), and digital signatures. If a facsimile signature specimen has been provided on this resolution, (or that are filed separately by the Corporation with the Financial Institution from time to time) the Financial Institution is authorized to treat the facsimile signature as the signature of the Agent(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature specimen on file. The Corporation authorizes each Agent to have custody of the Corporation's private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key. The Financial Institution shall have no responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing.

Pennsylvania. The designation of an Agent does not create a power of attorney; therefore, Agents are not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code) unless the agency was created by a separate power of attorney. Any provision that assigns Financial Institution rights to act on behalf of any person or entity is not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code).

FOR FINANCIAL INSTITUTION USE ONLY

Acknowledged and received on _____ (date) by DB (initials) This resolution is superseded by resolution dated _____

Comments:

WARRICK COUNTY, INDIANA BOARD OF COMMISSIONERS
BOONVILLE, IN 47601

PEOPLES TRUST & SAVINGS BANK
132 SOUTH THIRD STREET
PO BOX 307
BOONVILLE, IN 47601

Loan Number 212351
Date 02-13-2012
Mat. Date 08-13-2012
Loan Amount \$ 800,000.00
Renewal Of _____

BORROWER'S NAME AND ADDRESS
*"I" includes each borrower above, jointly and severally.

LENDER'S NAME AND ADDRESS
*"You" means the lender, its successors and assigns.

DISBURSEMENT AUTHORIZATION

I hereby authorize and request the following disbursement from the loan referenced above:

a. Amount given to me directly	\$ _____	o. _____	\$ _____
b. Amount paid on my account (# <u>212351</u>)	\$ _____	p. _____	\$ _____
c. To Lender	\$ _____	q. _____	\$ _____
Amounts paid to others on my behalf:		r. _____	\$ _____
d. Insurance Companies	\$ _____	s. _____	\$ _____
e. Public Officials	\$ _____	t. _____	\$ _____
f. <u>AVAILABLE FOR FUTURE DRAWS</u>	\$ <u>800,000.00</u>	u. _____	\$ _____
g. <u>ORIGINATION FEE \$4000.00 (CASH)</u>	\$ _____	v. _____	\$ _____
h. _____	\$ _____	w. _____	\$ _____
i. _____	\$ _____	x. _____	\$ _____
j. _____	\$ _____	y. _____	\$ _____
k. _____	\$ _____	z. _____	\$ _____
l. _____	\$ _____	aa. _____	\$ _____
m. _____	\$ _____	bb. _____	\$ _____
n. _____	\$ _____	cc. _____	\$ _____

Comments: 6 MONTH DRAW NOTE WITH INTEREST DUE UPON COMPLETION OF NEW ROOF AND HVAC FOR WARRICK COUNTY JAIL. LOAN WILL THEN BE REFINANCED WITH 60 MONTH NOTE, SEMI ANNUAL PAYMENTS IN JUNE AND DECEMBER.

PAYMENTS ARE SUBJECT TO ANNUAL APPROPRIATION BY THE FISCAL BODY OF COUNTY AND DO NOT CONSTITUTE AN INDEBTEDNESS OF COUNTY WITHIN THE MEANING OF CONSTITUTIONAL OR STATUTORY DEBT LIMITATION.

WARRICK COUNTY, INDIANA BOARD OF COMMISSIONERS

X Tim Mosbey
TIM MOSBEY, PRESIDENT

X Marlin Weisheit
MARLIN WEISHEIT, MEMBER

X _____

X Don Williams
DON WILLIAMS, VICE PRESIDENT

X _____

X _____

Loan Officer: DIANE S BREMER
Diane Bremer

WARRICK COUNTY, INDIANA BOARD OF COMMISSIONERS BOONVILLE, IN 47601 BORROWER'S NAME AND ADDRESS *I* includes each borrower above, jointly and severally.	PEOPLES TRUST & SAVINGS BANK 132 SOUTH THIRD STREET PO BOX 307 BOONVILLE, IN 47601 LENDER'S NAME AND ADDRESS *You* means the lender, its successors and assigns.	Loan Number <u>212351</u> Date <u>02-13-2012</u> Maturity Date <u>08-13-2012</u> Loan Amount \$ <u>800,000.00</u> Renewal Of _____
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For value received, I promise to pay to you, or your order, at your address listed above the PRINCIPAL sum of EIGHT HUNDRED THOUSAND AND NO/100 Dollars \$ 800,000.00

- Single Advance: I will receive all of this principal sum on _____. No additional advances are contemplated under this note.
- Multiple Advance: The principal sum shown above is the maximum amount of principal I can borrow under this note. On _____ I will receive the amount of \$ _____ and future principal advances are contemplated.

Conditions: The conditions for future advances are BASED ON INVOICES RECEIVED FOR NEW ROOF AND HVAC SYSTEM FOR WARRICK COUNTY JAIL

- Open End Credit: You and I agree that I may borrow up to the maximum principal sum more than one time. This feature is subject to all other conditions and expires on 8-13-2012
- Closed End Credit: You and I agree that I may borrow (subject to all other conditions) up to the maximum principal sum only one time.

INTEREST: I agree to pay interest on the outstanding principal balance from 02-13-2012 at the rate of 3.390 per year until 08-13-2012

- Variable Rate: This rate may then change as stated below.
- Index Rate: The future rate will be _____ the following index rate: _____

- No Index: The future rate will not be subject to any internal or external index. It will be entirely in your control.
- Frequency and Timing: The rate on this note may change as often as _____ A change in the interest rate will take effect _____
- Limitations: During the term of this loan, the applicable annual interest rate will not be more than _____ % or less than _____ %. The rate may not change more than _____ % each _____

Effect of Variable Rate: A change in the interest rate will have the following effect on the payments:

The amount of each scheduled payment will change. The amount of the final payment will change.

ACCURAL METHOD: Interest will be calculated on a ACTUAL/ACTUAL basis.

POST MATURITY RATE: I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:

on the same fixed or variable rate basis in effect before maturity (as indicated above).

at a rate equal to _____

LATE CHARGE: If a payment is made more than 10 days after it is due, I agree to pay a late charge of 5.000% OF THE LATE AMOUNT

ADDITIONAL CHARGES: In addition to interest, I agree to pay the following charges which are are not included in the principal amount above: SEE ATTACHED DISBURSEMENT AUTHORIZATION

PAYMENTS: I agree to pay this note as follows:
 INTEREST ON THE AMOUNT OF CREDIT OUTSTANDING DUE AT MATURITY AND PRINCIPAL DUE ON 08-13-2012.

Unpaid Interest: Any accrued interest not paid when due (whether due by reason of a schedule of payments or due because of Lender's demand) will become part of the principal thereafter, and will bear interest at the interest rate in effect from time to time as provided for in this agreement.

PURPOSE: The purpose of this loan is ROOF AND HVAC FOR WARRICK COUNTY JAIL

ADDITIONAL TERMS: 6 MONTH DRAW NOTE WITH INTEREST DUE UPON COMPLETION OF NEW ROOF AND HVAC FOR WARRICK COUNTY JAIL. LOAN WILL THEN BE REFINANCED WITH A 60 MONTH NOTE, SEMI ANNUAL PAYMENTS IN JUNE AND DECEMBER.

PAYMENTS ARE SUBJECT TO ANNUAL APPROPRIATION BY THE FISCAL BODY OF COUNTY AND DO NOT CONSTITUTE AN INDEBTEDNESS OF COUNTY WITHIN THE MEANING OF A CONSTITUTIONAL OR STATUTORY DEBT LIMITATION.

If this agreement covers farm products I will provide you, at your request, a written list of the buyers, commission merchants or selling agents to or through whom I may sell my farm products. In addition to those parties named on this written list, I authorize you to notify at your sole discretion any additional parties regarding your security interest in my farm products. I remain subject to all applicable penalties for selling my farm products in violation of my agreement with you and the Food Security Act. In this paragraph the terms farm products, buyers, commission merchants and selling agents have the meanings given to them in the Federal Food Security Act of 1985.

If this agreement covers chattel paper or instruments, either as original collateral or proceeds of the Property, I will note your interest on the face of the chattel paper or instruments.

REMEDIES - I will be in default on this security agreement if I am in default on any note this agreement secures or if I fail to keep any promise contained in the terms of this agreement. If I default, you have all of the rights and remedies provided in the note and under the Uniform Commercial Code. You may require me to make the secured property available to you at a place which is reasonably convenient. You may take possession of the secured property and sell it as provided by law. The proceeds will be applied first to your expenses and then to the debt. I agree that 10 days written notice sent to my last known address by first class mail will be reasonable notice under the Uniform Commercial Code. My current address is on page 1.

PERFECTION OF SECURITY INTEREST - I authorize you to file a financing statement covering the Property. I will comply with, facilitate, and otherwise assist you in connection with obtaining possession of or control over the Property for purposes of perfecting your security interest under the Uniform Commercial Code.

ADDITIONAL TERMS OF THE NOTE

DEFINITIONS - As used on pages 1 and 2, "X" means the terms that apply to this loan. "I," "me" or "my" means each Borrower who signs this note and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this note (together referred to as "us"). "You" or "your" means the Lender and its successors and assigns.

APPLICABLE LAW - The law of the state of Indiana will govern this agreement. Any term of this agreement which is contrary to applicable law will not be effective, unless the law permits you and me to agree to such a variation. If any provision of this agreement cannot be enforced according to its terms, this fact will not affect the enforceability of the remainder of this agreement. No modification of this agreement may be made without your express written consent. Time is of the essence in this agreement.

PAYMENTS - Each payment I make on this note will first reduce the amount I owe you for charges which are neither interest nor principal. The remainder of each payment will then reduce accrued unpaid interest, and then unpaid principal. If you and I agree to a different application of payments, we will describe our agreement on this note. I may prepay a part of, or the entire balance of this loan without penalty, unless we specify to the contrary on this note. Any partial prepayment will not excuse or reduce any later scheduled payment until this note is paid in full (unless, when I make the prepayment, you and I agree in writing to the contrary).

INTEREST - Interest accrues on the principal remaining unpaid from time to time, until paid in full. If I receive the principal in more than one advance, each advance will start to earn interest only when I receive the advance. The interest rate in effect on this note at any given time will apply to the entire principal sum outstanding at that time. You and I may provide in this agreement for accrued interest not paid when due to be added to principal. Notwithstanding anything to the contrary, I do not agree to pay and you do not intend to charge any rate of interest that is higher than the maximum rate of interest you could charge under applicable law for the extension of credit that is agreed to in this note (either before or after maturity). If any notice of interest accrual is sent and is in error, we mutually agree to correct it, and if you actually collect more interest than allowed by law and this agreement, you agree to refund it to me.

INDEX RATE - The index will serve only as a device for setting the interest rate on this note. You do not guarantee by selecting this index, or the margin, that the interest rate on this note will be the same rate you charge on any other loans or class of loans you make to me or other borrowers.

POST MATURITY RATE - For purposes of deciding when the "Post Maturity Rate" (shown on page 1) applies, the term "maturity" means the date of the last scheduled payment indicated on page 1 of this note or the date you accelerate payment on the note, whichever is earlier.

SINGLE ADVANCE LOANS - If this is a single advance loan, you and I expect that you will make only one advance of principal. However, you may add other amounts to the principal if you make any payments described in the "PAYMENTS BY LENDER" paragraph on page 2, or if we have agreed that accrued interest not paid when due may be added to principal.

MULTIPLE ADVANCE LOANS - If this is a multiple advance loan, you and I expect that you will make more than one advance of principal. If this is closed end credit, repaying a part of the principal will not entitle me to additional credit.

SET-OFF - I agree that you may set off any amount due and payable under this note against any right I have to receive money from you.

"Right to receive money from you" means:

- (1) any deposit account balance I have with you;

- (2) any money owed to me on an item presented to you or in possession for collection or exchange; and

- (3) any repurchase agreement or other nondeposit obligation.

"Any amount due and payable under this note" means the amount of which you are entitled to demand payment under the term this note at the time you set off. This total includes any balance the date for which you properly accelerate under this note.

If my right to receive money from you is also owned by someone has not agreed to pay this note, your right of set-off will apply to interest in the obligation and to any other amounts I could withdraw my sole request or endorsement. Your right of set-off does not app an account or other obligation where my rights are only a representative. It also does not apply to any Individual Retiree Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dish occurs because you set off this debt against any of my accounts. I a to hold you harmless from any such claims arising as a result of exercise of your right to set-off.

DEFAULT - I will be in default if any one or more of the following oc (1) I fail to make a payment on time or in the amount due; (2) I fa keep the Property insured, if required; (3) I fail to pay, or keep promise, on any debt or agreement I have with you; (4) any other cre of mine attempts to collect any debt I owe him through c proceedings; (5) I die, am declared incompetent, make an assignment the benefit of creditors, or become insolvent (either because my liabil exceed my assets or I am unable to pay my debts as they become c (6) I make any written statement or provide any financial information is untrue or inaccurate at the time it was provided; (7) I do or fail t something which causes you to believe you will have difficulty collec the amount I owe you; (8) any collateral securing this note is used manner or for a purpose which threatens confiscation by a legal autho (9) I change my name or assume an additional name without notifying you before making such a change; (10) I fail to plant, culti and harvest crops in due season; (11) any loan proceeds are used f purpose that will contribute to excessive erosion of highly erodible lan to the conversion of wetlands to produce an agricultural commodity, further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

REMEDIES - If I am in default on this note you have, but are not lim to, the following remedies:

- (1) You may demand immediate payment of all I owe you under note (principal, accrued unpaid interest and other accrued unpaid charges).
- (2) You may set off this debt against any right I have to the paym of money from you, subject to the terms of the *SET-O paragraph herein.
- (3) You may demand security, additional security, or additional par to be obligated to pay this note as a condition for not using other remedy.
- (4) You may refuse to make advances to me or allow purchases credit by me.
- (5) You may use any remedy you have under state or federal law.
- (6) You may make use of any remedy given to you in any agreem securing this note.

By selecting any one or more of these remedies you do not give your right to use later any other remedy. By waiving your right to decl an event to be a default, you do not waive your right to consider later event a default if it continues or happens again.

COLLECTION COSTS AND ATTORNEY'S FEES - I agree to pay all co of collection, replevin or any other or similar type of cost if I am default. In addition, if you hire an attorney to collect this note, I a agree to pay any fee you incur with such attorney plus court co (except where prohibited by law). To the extent permitted by the Uni States Bankruptcy Code, I also agree to pay the reasonable attorne fees and costs you incur to collect this debt as awarded by any co exercising jurisdiction under the Bankruptcy Code.

WAIVER - I give up my rights to require you to do certain things. I will require you to:

- (1) demand payment of amounts due (presentment);
- (2) obtain official certification of nonpayment (protest); or
- (3) give notice that amounts due have not been paid (notice dishonor).

I waive any defenses I have based on suretyship or impairment collateral. I also give up any rights I may have under any valuation a appraisalment laws which apply to me.

OBLIGATIONS INDEPENDENT - I understand that I must pay this n even if someone else has also agreed to pay it (by, for example, signi this form or a separate guarantee or endorsement). You may sue i alone, or anyone else who is obligated on this note, or any number of together, to collect this note. You may without notice release any pa to this agreement without releasing any other party. If you give up any your rights, with or without notice, it will not affect my duty to pay t note. Any extension of new credit to any of us, or renewal of this note all or less than all of us will not release me from my duty to pay it. (course, you are entitled to only one payment in full.) I agree that you m at your option extend this note or the debt represented by this note, any portion of the note or debt, from time to time without limit or noti and for any term without affecting my liability for payment of the note will not assign my obligation under this agreement without your pri written approval.

FINANCIAL INFORMATION - I agree to provide you, upon request, a financial statement or information you may deem necessary. I warra that the financial statements and information I provide to you are or w be accurate, correct and complete.

SIGNATURES: I AGREE TO THE TERMS OF THIS NOTE (INCLUDING THOSE ON PAGES 1, 2 AND 3). I have received a copy on today's date.

WARRICK COUNTY, INDIANA BOARD OF COMMISSIONERS

TIM MOSBEY, PRESIDENT

MARLIN WEISHEIT, MEMBER

DON WILLIAMS, VICE PRESIDENT

SIGNATURE FOR LENDER:

DIANE S BREMER, VICE PRESIDENT

WARRICK COUNTY, INDIANA BOARD OF COMMISSIONERS BOONVILLE, IN 47601	PEOPLES TRUST & SAVINGS BANK 132 SOUTH THIRD STREET PO BOX 307 BOONVILLE, IN 47601	Line of Credit No. <u>212351</u> Date <u>02-13-2012</u> Max. Credit Amt. <u>800,000.00</u> Loan Ref. No. <u>212351</u>
BORROWER'S NAME AND ADDRESS "I" includes each borrower above, jointly and severally.		LENDER'S NAME AND ADDRESS "You" means the lender, its successors and assigns.

You have extended to me a line of credit in the AMOUNT of EIGHT HUNDRED THOUSAND AND NO/100 \$ 800,000.00

You will make loans to me from time to time until 12:00 P.m. on 8-13-2012. Although the line of credit expires on that date, I will remain obligated to perform all my duties under this agreement so long as I owe you any money advanced according to the terms of this agreement, as evidenced by any note or notes I have signed promising to repay these amounts.

This line of credit is an agreement between you and me. It is not intended that any third party receive any benefit from this agreement, whether it be direct payment, reliance for future payment or in any other manner. This agreement is not a letter of credit.

1. AMOUNT: This line of credit is:
- OBLIGATORY: You may not refuse to make a loan to me under this line of credit unless one of the following occurs:
 - a. I have borrowed the maximum amount available to me;
 - b. This line of credit has expired;
 - c. I have defaulted on the note (or notes) which show my indebtedness under this line of credit;
 - d. I have violated any term of this line of credit or any note or other agreement entered into in connection with this line of credit;
 - e. _____
 - DISCRETIONARY: You may refuse to make a loan to me under this line of credit once the aggregate outstanding advances equal or exceed \$ _____.

Subject to the obligatory or discretionary limitations above, this line of credit is:

- OPEN-END (Business or Agricultural only): I may borrow up to the maximum amount of principal more than one time.
- CLOSED-END: I may borrow up to the maximum only one time.

2. PROMISSORY NOTE: I will repay any advances made according to this line of credit agreement as set out in the promissory note, I signed on 02-13-2012, or any note(s) I sign at a later time which represent advances under this agreement. The note(s) set(s) out the terms relating to maturity, interest rate, repayment and advances. If indicated on the promissory note, the advances will be made as follows BASED ON INVOICES RECEIVED FOR NEW ROOF AND HVAC SYSTEM FOR WARRICK COUNTY JAIL.

3. RELATED DOCUMENTS: I have signed the following documents in connection with this line of credit and note(s) entered into in accordance with this line of credit:

- security agreement dated _____
- UNIVERSAL NOTE AND SECURITY AGREEMENT
- mortgage dated _____
- guaranty dated _____

4. REMEDIES: If I am in default on the note(s) you may:

- a. take any action as provided in the related documents;
- b. without notice to me, terminate this line of credit.

By selecting any of these remedies you do not give up your right to later use any other remedy. By deciding not to use any remedy should default, you do not waive your right to later consider the event a default, if it happens again.

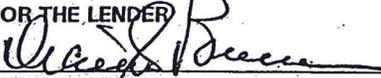
5. COSTS AND FEES: If you hire an attorney to enforce this agreement I will pay your reasonable attorney's fees, where permitted by law. I will also pay your court costs and costs of collection, where permitted by law.

6. COVENANTS: For as long as this line of credit is in effect or I owe you money for advances made in accordance with the line of credit, I will do the following:

- a. maintain books and records of my operations relating to the need for this line of credit;
- b. permit you or any of your representatives to inspect and/or copy these records;
- c. provide to you any documentation requested by you which support the reason for making any advance under this line of credit;
- d. permit you to make any advance payable to the seller (or seller and me) of any items being purchased with that advance;

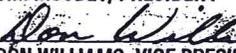
7. NOTICES: All notices or other correspondence with me should be sent to my address stated above. The notice or correspondence shall be effective when deposited in the mail, first class, or delivered to me in person.

8. MISCELLANEOUS: This line of credit may not be changed except by a written agreement signed by you and me. The law of the state in which you are located will govern this agreement. Any term of this agreement which is contrary to applicable law will not be effective, unless the law permits you and me to agree to such a variation.

FOR THE LENDER

 DIANE S BREMER
 Title VICE PRESIDENT

SIGNATURES: I AGREE TO THE TERMS OF THIS LINE OF CREDIT. HAVE RECEIVED A COPY ON TODAY'S DATE.


 TIM MOSBEY, PRESIDENT


 DON WILLIAMS, VICE PRESIDENT


 MARLIN WEISHEIT, MEMBER