

April 2, 2012

***VIA OVERNIGHT AND
FIRST CLASS U.S. MAIL***

Stephen Baker
Central Nine Vocational Building Trades, Inc.
200 N. 600 W.
Bargersville, Indiana 46106

Re: Building Trades Program Agreement
Our Client: Central Nine Career Center
Our File No.: 344003-3

Mr. Baker:

As you know, I have been retained by Central Nine Career Center ("Central Nine") to address the relationship between it and Central Nine Vocational Building Trades, Inc. ("Building Trades"). On February 14, 2012, I sent a letter to your attention as President of Building Trades identifying the concerns of Central Nine, why those concerns mandated termination of the relationship between Central Nine and Building Trades and the proposed means of effecting that termination. I had proposed either a mutually-agreed termination at the end of the school year or, alternatively, a termination for cause after the expiration of sixty (60) days in accordance with the terms of the Building Trades Program Agreement ("Agreement").

As of the date of this letter, Building Trades has not responded to agree to a May 31, 2012 termination date, nor has it addressed any of the for-cause bases for an earlier termination identified in my letter of February 14, 2012. In the event that Building Trades cannot rectify the issues addressed in my previous letter on or before April 15, 2012, then the Agreement shall terminate at 11:59 p.m., May 31, 2012 without further action.

Prior to termination of the Agreement, there are a number of matters that need to be resolved and completed. These include the following:

1. By no later than June 1, 2012, Building Trades must have wound down or procured its own insurance so that it can be removed from the Central Nine policy. In the event that Building Trades does not accomplish this, Central Nine will begin invoicing Building Trades the amount of \$200.00 for its increased premiums each month until Building Trades completes this task. If not completed in a timely fashion, Central Nine reserves the right to unilaterally remove Building Trades from its insurance coverage and impose a judgment lien against any real estate owned by Building Trades.
2. All property of Building Trades located on the premises of Central Nine must be inventoried by May 1, 2012, which inventory is to be provided to Central Nine for

review. Upon agreement of the parties as to the equipment belonging to Building Trades, its equipment and materials must be removed from the premises of Central Nine by June 1, 2012. If it is not, Central Nine will begin invoicing Building Trades in the amount of \$150.00 each month that the equipment or materials remain on-site. No additional equipment or material is to be brought to or stored by Building Trades on the Central Nine premises. If not completed in a timely fashion, Central Nine reserves the right to unilaterally remove Building Trades' equipment and materials from its premises.

3. Building Trades must permit Central Nine to inventory all materials and equipment utilized, stored or possessed by Building Trades located off of the premises of Central Nine so that Central Nine may determine which of those materials and equipment, if any, are owned by Central Nine.
4. In 2007, Building Trades purchased a school bus (Bus No. 55) and titled it in the name of Central Nine. Building Trades must, by June 1, 2012, have completed and caused to be filed such paperwork with the appropriate authorities to remove that bus from the name of Central Nine. Central Nine will execute such documents as may be necessary and provided by Building Trades to accomplish this.
5. In 2005, Building Trades purchased two (2) construction trailers are presently being used by Building Trades. Both are titled in the name of Central Nine. Building Trades must, by June 1, 2012, have completed and caused to be filed such paperwork with the appropriate authorities to remove that bus from the name of Central Nine. Central Nine will execute such documents as may be necessary and provided by Building Trades to accomplish this.
6. Finally, Building Trades must not take any other action in the interim that causes any further potential liabilities or contractual entanglements between it and Central Nine that would render more difficult the termination of the relationship between the parties.

As I expressed to you on February 14, 2012, and despite the necessary inclusion of specific language detailing the means by which this relationship is to be wound down, it remains the strong desire of Central Nine and its school board members to amicably and mutually agree to terminate the Agreement and honor Building Trades in a manner commensurate with the contributions it has made to Central Nine and its students over the years. However, after years of exposure and the recent failure of Building Trades to meet, let alone arrive at and undertake such actions necessary to cure its breaches of the Agreement, Central Nine must take the lead in directing the resolution of this matter.

If you have any questions or wish to discuss this matter further, please do not hesitate to contact me. Thank you.

Very truly yours,

Raymond A. Basile

RAB:veb

cc: Central Nine Career Center