ESCROW AGREEMENT

This Escrow Agreement is made June 4, 2014, between **Old Post Holdings, LLC**, a limited liability company organized under the laws of Indiana, having its principal office at 55 West Madison Street, Franklin, IN 46131, and whose federal tax identification number is 46-5729227 (the "Grantor"), and Mutual Savings Bank, a corporation organized under the laws of Indiana, having its principal office at 80 East Jefferson Street, Franklin, IN 46131 (the "Escrow Agent").

RECITALS

A. Pursuant to the terms of the Grantor's to be provided Subscription Agreement dated as soon as effective (the "Offering"), the Grantor desires to establish an escrow account (the "Escrow Account") for the deposit and disbursement of investment monies received from investors in the Offering (as defined in Section Three below).

B. The Escrow Agent is duly licensed in Indiana to act and is willing to act as an escrow agent upon the terms and conditions hereinafter set forth.

In consideration of the matters described above, and of the mutual benefits an obligations set forth in this Agreement, the parties agree as follows:

SECTION 1. APPOINTMENT OF AN ESCROW AGENT

Grantor appoints the Escrow Agent as depository with respect to the Offering (as defined in Section Three below) pursuant to the terms and conditions of this Agreement.

SECTION 2. DEPOSIT WITH ESCROW AGENT

The Escrow Agent agrees to accept and hold, from time to time, funds that shall be delivered to the Escrow Agent. The Escrow Agent shall place the escrow deposits in an interest bearing account captioned "Old Post Holdings, LLC Escrow Account" and will hold the funds for safekeeping. The funds will be held along with other escrow funds and the Escrow Agent will be responsible for sub-accounting each account balance. The Escrow Agent agrees that it shall only deposit into the Escrow Account checks and wire transfer payments made payable to the Escrow Agent or "Old Post Holdings, LLC Escrow Account" and will promptly return to the Grantor any check which it receives that is not made payable to the Escrow Agent or "Old Post Holdings, LLC Escrow Account." Each escrow deposit will be accompanied by a list provided by the Grantor which specifies the name and address of the investor and the date and amount of each subscription in the Offering, and may include a copy of the investor's completed subscription

agreement and shall include a copy of the investor's completed Certification of Taxpayer Identification Number on IRS Form W-9 or on a substitute Form W-9. Funds received from persons purchasing subscriptions in the Offering shall be recorded on the books and records of Mutual Savings Bank Escrow Account FBO (name of investor). The Escrow Agent shall provide statements on a monthly basis to Grantor.

SECTION 3. THE OFFERING

The Grantor is offering to accredited investor up to 480 units, at $2000.00 per unit (the "Offering"), all as more fully described in the to be provided Subscription Agreement. Subscriptions for a minimum of $450,000.00 (the "Minimum Subscription"), or 225 units, must be accepted by the Grantor in order for the Grantor to accept any subscription, and prior to accepting subscriptions, the Grantor may withdraw the Offering units sole discretion for any reason whatsoever. The minimum subscription amount per investor which will be accepted by the Grantor will be $ 2000.00, or 1 unit. The Escrow Agent is not a party to, and is not bound by, or charged with notice of, any agreement out of which this escrow may arise.

SECTION 4. DURATION OF ESCROW ACCOUNT AND DISBURSEMENT OF FUNDS

The Escrow Agent shall hold the funds in the Escrow Account until the occurrence of any one of the following events, and upon such occurrence, the Escrow Agent shall deliver funds as follows:

A. In the event that the Minimum Subscription is not met by the Termination Date (October 1, 2014), the Escrow Agent will refund to the individual investors on record any amounts on deposit along with accrued interest thereon.

B. In the event that the Minimum Subscription is successful (as evidenced by a written certificate from a duly authorized signatory), all subscription monies in the Escrow Account plus interest thereon will be immediately released to, and in the name of, the Grantor. Thereafter, all funds deposited in the Escrow Account and interest thereon will be released to the Grantor as Subscription Agreements are accepted by the Grantor.

C. In the event that an investor fails to provide a signed copy of the subscription agreement either before the Termination Date or before the Minimum Subscription is reached, the Escrow Agent will refund to the individual investor on record who failed to provide copy as stated herein any amounts on deposit along with accrued interest thereon.

D. In the event that the Grantor fails to obtain ownership of the property located at 55 W. Madison, Franklin, Indiana by October 1, 2014, the Escrow Agent will refund to the

individual investors on record any amounts on deposit along with accrued interest thereon.

SECTION 5. COLLECTION PROCEDURE

The Escrow Agent shall be under no duty or responsibility to enforce collection of any checks delivered to the Escrow Agent. The Escrow Agent is authorized to forward each check for collection and upon collection of the proceeds of each check, deposit the collected proceeds in the Escrow Account. As an alternative, the Escrow Agent may at its discretion telephone the bank on which the check is drawn to confirm that the check has been paid. The Escrow Agent will not be accountable for the proceeds of any such item until the proceeds are received from the Escrow Agent in final collected funds. The Escrow Agent shall promptly return any check or instrument received from the Grantor or agent of the Grantor upon which payment is refused, together with the related documents which were delivered to the Escrow Agent. In such cases, the Escrow Agent will promptly notify the Grantor of such return. If the Grantor rejects any subscription for which the Escrow Agent has already collected funds, the Escrow Agent shall promptly issue a refund check to the rejected subscriber. If the Grantor rejects any subscription for which the Escrow Agent has not yet collected fund but has submitted the subscriber's check for collection, the Escrow Agent shall promptly issue a check in the amount of the subscriber's check to the rejected subscriber after the Escrow Agent has cleared such funds. If the Escrow Agent has not yet submitted a rejected subscriber's check for collection, the Escrow Agent shall promptly remit the subscriber's check directly to the subscriber. If Escrow Agent has disbursed funds to the Grantor and subsequently subscriber's check is returned for any reason, the Grantor shall become responsible for reimbursing the Escrow Agent. Upon receipt of reimbursement funds, the Escrow Agent will return subscriber's check to the Grantor.

SECTION 6. INVESTMENT OF ESCROW AMOUNT

The Escrow Agent shall invest the Escrow Amount only in such accounts or investments as detailed in this Section Six. The Escrow Agent shall invest in money market instruments of the Escrow Agent, or any of its affiliates, provided, however, that if the investment's maturity date extends beyond the anticipated offering date, the investment can readily be disposed of for cash by the time the contingency occurs without any dissipation of the Offering proceeds invested.

SECTION 7. LIABILITY OF ESCROW AGENT

The duties and obligations of the Escrow Agent pursuant to this Agreement will be determined solely by the express provisions of this Agreement and the laws of Indiana. The Escrow Agent acts under this Agreement as a depository only, and is not responsible or liable in any manner whatever for the sufficiency, correctness, genuineness or validity of the subject matter of the escrow, or any part thereof, or for the form or execution thereof, or for the identity or authority

of any person executing or depositing it. The Escrow Agent shall have no implied duties or obligations to determine or inquire into the happening or occurrence of any event or contingency, or the performance or failure of performance of any of the parties to this Agreement. The Escrow Agent's sole duty pursuant to this Agreement shall be to safeguard the deposited funds in the Escrow Account and to dispose and deliver the same in accordance with the instruction given to the Escrow Agent in accordance with Section Four of this Agreement. In the event that the Escrow Agent is called upon by the terms of this Agreement to determine the occurrence of any event or contingency, the Escrow Agent shall be obligated in making such determination only to exercise reasonable care and diligence. The Escrow Agent shall be liable for anything which it may do or refrain from doing only if its conduct represents willful misconduct or gross negligence in light of all of the circumstances surrounding such actions, taking into consideration the time and facilities available to the Escrow Agent in the ordinary conduct of its business. In determining the occurrence of any such event or contingency, the Escrow Agent may request from any of the parties to this Agreement, or any other person, such reasonable additional evidence as the Escrow Agent in its sole discretion may deem necessary to determine any fact relating to the occurrence of such event or contingency, and in this connection, may inquire and consult with any of the parties to this Agreement. The Escrow Agent shall not be liable for any damages resulting from its delay in acting under this Agreement pending its examination of the additional evidence that has been requested by the Escrow Agent. In the event that the Escrow Agent is required to take certain action upon the occurrence of any event or contingency, the time prescribed for action by the Escrow Agent shall, in all cases, be reasonable time after written notice to the Escrow Agent of the occurrence of such event or contingency. In the event that the Escrow Agent becomes involved in litigation in connection with this escrow, or in the event that the Escrow Agent files its own interpleader in any court of competent jurisdiction to determine the rights of the parties to this Agreement, the Grantor agrees to indemnify and save the Escrow Agent harmless from all loss, costs, damages, expenses, and reasonable attorney's fees suffered or incurred by the Escrow Agent as a result thereof. The obligations of the Grantor under this Section shall be performable at the office of the Escrow Agent in Franklin, Indiana.

SECTION 8. RELIANCE OF ESCROW AGENT

The Escrow Agent will be entitled to rely upon and will be protected in acting in reliance upon any instructions, directions or information furnished to it in writing by any agent of the Grantor pursuant to the provisions of this Agreement or upon any written notice, request, waiver, consent, certificate, receipt, authorization, power of attorney or other paper or document which the Escrow Agent in good faith believes to be genuine and what it purports to be. The Escrow Agent is authorized to rely upon the representations of the Grantor as to its authority to execute and deliver this Agreement, notifications, receipts or instructions under this Agreement and as to relationships among persons, including persons authorized to receive delivery under this Agreement. Written notice of any succession or assignment of any interest of any party specified in this Agreement shall be given to the Escrow Agent, and shall not be effective until received by the Escrow Agent. The Escrow Agent may consult with legal counsel (payable only out of escrowed funds which the Grantor has become entitled to receive) in the event of any dispute or question as to the construction of any of the provisions of this Agreement or its duties under this Agreement, and it shall incur no liability and shall be fully protected in acting accordance with the opinion and instructions of such counsel. Under no circumstances shall the Escrow Agent be

liable for any general or consequential damages or damages caused, in whole or in part, by the action or inaction of the Grantor or any of its agents or employees. The Escrow Agent shall not be liable for any damage, loss, liability or delay caused by accidents, strikes, fire, flood, war, riot, equipment breakdown, electrical or mechanical failure, acts of nature or any cause which is reasonably unavailable or beyond its reasonable control.

SECTION 9. FUNDS DEDICATED

The funds deposited into the Escrow Account shall be held in escrow until such time as the funds are disbursed in accordance with Section Four of the Agreement. The Grantor is aware and understands that it is not entitled to funds received into escrow and no amounts deposited in the Escrow Account shall become the property of the Grantor or any other entity, or be subject to the debts of the Grantor or any other entity, until disbursed in accordance with Section Four. The Escrow Agent is aware and understands that no amounts deposited into the Escrow Account, other than as provided in this Agreement, shall become the property of the Escrow Agent, or any other entity, or be subject to the debts of the Escrow Agent or any other entity.

SECTION 10. INTERPLEADER

In the event of any disagreement between any of the parties to this agreement, or between them or either or any of them and any other person, resulting in adverse claims or demands being made in connection with the subject matter of the escrow, or in the event that the Escrow Agent may, at its option, refuse to comply with any claims or demands on it, or refuse to take any other action under this Agreement, as long as such disagreement continues or such doubt exists, and in any such event, the Escrow Agent shall be entitled to continue so to refrain from acting until (i) the rights of all parties shall have been fully and finally adjudicated by a court of competent jurisdiction, or (ii) all differences shall have been adjusted and all doubt resolved by agreement among all interested persons, and the Escrow Agent shall have been notified thereof in writing signed by all such persons, and the Escrow Agent shall have been notified thereof in writing signed by all such persons. The rights of the Escrow Agent under this Section Ten are cumulative of all other rights which it may have by law or otherwise.

SECTION 11. INDEMNIFICATION

The Escrow Agent, its affiliates, and each of its officers, directors, employees, agents and attorneys (collectively, the "Indemnified Parties") shall be indemnified against and be held harmless by the Grantor from any losses, costs, damages, expenses, claims and attorney's fees suffered or incurred by the Indemnified Parties as a result of, in connection with or arising from, or out of, but not limited to, the acts or omissions of any Indemnified Party in performance of or pursuant to this Agreement, except such acts or omissions as may result from such Indemnified Party's willful misconduct, gross negligence, or fraud.

SECTION 12. NOTICES

All notices, requests, demands or other communications with deliveries required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, given by prepaid telegram, or deposited for mail by first-class mail, postage prepaid, sent either registered or certified mail as follows:

A. If to the investors in the Offering, to the address of each respective investor specified in the list of investors delivered to the Escrow Agent by the Grantor.

B. If to the Grantor: Philip M Warrenburg, Managing Member, Old Post Holdings, LLC., 1600 Midland Drive, Franklin, Indiana 46131.

C. If to the Escrow Agent: Mutual Savings Bank, 80 East Jefferson Street, Franklin, IN 46131.

In the event that the Escrow Agent is authorized or directed under the terms of this Agreement to deliver the subject matter of the escrow, or any part thereof, to any of the undersigned, such delivery may be made by depositing the same in the United States mail in an envelope addressed to the person to whom such delivery is to be made at the person's address as shown in this Section Twelve.

SECTION 13. HOLIDAYS

Whenever under the terms of this Agreement the performance date of any provision of this Agreement shall fall on a holiday of the Escrow Agent, the performance thereof on the next successive business day of the Escrow Agent shall be deemed to be in full compliance with this Agreement.

SECTION 14. FEES

The Escrow Agent shall receive fees in accordance with the attached schedule for the administration of the Escrow Account. These fees shall be paid by the Grantor. Fees not paid by the due date on the invoice will be deducted from the account on that date. The Escrow Agent shall also be entitled to reimbursement of any out-of-pocket expenses incurred in connection with the performance of its services as escrow agent, including reasonable fees and disbursements of legal counsel.

SECTION 15. APPLICABLE LAW

This Agreement shall be construed in accordance with the laws of Indiana, and all obligations of the parties under this Agreement are performable in Franklin, Indiana.

SECTION 16. PARTIES BOUND

This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective heirs, executors, administrations, legal representatives, successors and assigns.

SECTION 17. CONSTRUCTION

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, the remaining provisions shall not be affected thereby, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

SECTION 18. ENTIRE AGREEMENT

This Agreement constitutes the sole and only agreement of the parties to this Agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter, save and except those agreements entered into contemporaneously in this Agreement and as are referred to in this Agreement.

SECTION 19. HEADINGS

The headings used in this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

SECTION 20. COUNTERPARTS

This Agreement may be executed in any number of counterparts, and each such counterpart shall for all purposes be deemed an original.

SECTION 21. AMENDMENTS

This Agreement may not be modified or amended except by a written instrument signed by the parties to this Agreement and referring specifically to this Agreement.

SECTION 22. OTHER INSTRUMENTS

Each party shall, upon the request of the other party, execute, acknowledge, and deliver any and

all instruments reasonably necessary or appropriate to carry into effect the intention of the parties as expressed in this Agreement.

SECTION 23. APPOINTMENT OF SUCCESSOR ESCROW AGENT

The Escrow Agent may resign by giving 60 days' written notice to the Grantor. The Grantor may within its sole discretion terminate the appointment of the Escrow Agent and appoint a successor escrow agent ("Successor Escrow Agent") in accordance with the terms of Section Twenty-One. In order to appoint a successor Escrow Agent, the Grantor shall obtain the written agreement of a Successor Escrow Agent (which shall be a corporation qualified to act as an escrow agent) to assume the obligations of the Escrow Agent under the Agreement. Upon receipt of notice from the Successor Escrow Agent of its acceptance of the appointment by the Grantor as Successor Escrow Agent, the Escrow Agent shall deliver to the Successor Escrow Agent all funds held in the Escrow Account to be administered by the Successor Escrow Agent in accordance with its written agreement with the Grantor. Upon such delivery, the Escrow Agent shall be released from any and all liability under this Agreement.

SECTION 24. PATRIOT ACT COMPLIANCE

The Grantor agrees to provide any necessary documentation for the Grantor, the Grantor's investment offerings, and the Grantor's investors as required for the Escrow Agent to comply with verification procedures specified in the U.S.A. Patriot Act. Documents include but are not limited to: (1) certified articles of incorporation, (2) a corporate resolution with the signature of the person signing this Agreement, (3) a completed IRS Form W-9, and (4) a government-issued photo I.D. In addition, the Grantor will have its investors provide identifying documentation as required for the Escrow Agent to comply with verification procedures specified in the U.S.A. Patriot Act. Documents include, but are not limited to, the items described in this Section.

SECTION 25. ARBITRATION

THE PARTIES AGREE THAT ALL CLAIMS AND DISPUTES OF EVERY TYPE AND MATTER WHICH MAY ARISE BETWEEN THE GRANTOR AND THE ESCROW AGENT, INCLUDING ANY DISPUTES REGARDING THE SCOPE OF THIS ARBITRATION AGREEMENT, SHALL BE RESOLVED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION. ANY AWARD OF THE ARBITRATOR MAY BE ENTERED AS A JUDGMENT IN ANY COURT HAVING JURISDICTION. INFORMATION MAY BE OBTAINED AND CLAIMS MAY BE FILED AT ANY OFFICE OF THE AMERICAN ARBITRATION ASSOCIATION. THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED UNDER THE FEDERAL ARBITRATION ACT, 9 U.S.C.A. §§ 1 to 16.

The parties have executed this Agreement at Mutual Savings Bank, 80 East Jefferson Street, Franklin, IN 46131, the day and year first set forth above.

Old Post Holdings, LLC

By: _____
Philip M. Warrenburg, Managing Member

Mutual Savings Bank

By: Pamela J. Spencer
Pamela J. Spencer of Mutual Savings Bank

[Attach exhibits]

EXHIBIT "A"

To: Old Post Holdings LLC

From: Mutual Savings Bank
Trust Department
80 E. Jefferson Street
Franklin, IN 46131

Date: June 4, 2014

For services rendered by Mutual Savings Bank in serving as Escrow Agent for Old Post Holdings LLC $250.00

Please pay the amount shown above to Mutual Savings Bank within 30 days of the date of this invoice at the addresss shown above.