

DEKALB COUNTY COUNCIL  
RESOLUTION 2022-RCC-5  
A CONFIRMATORY RESOLUTION AWARDED  
PERSONAL PROPERTY TAX ABATEMENT AND

WHEREAS. There exists in DeKalb County, Indiana areas that are undesirable for, or impossible of, normal development and occupancy because of a lack of development, cessation of growth, deterioration of improvements or character or occupancy, age, obsolescence, substandard buildings, and other factors that have impaired the values and have prevented normal development of property or use of property in those areas; and

WHEREAS, the County Council of DeKalb County, Indiana is permitted, pursuant to I.C. § 6-1.1-12.1, *et seq.*, to declare those portions of DeKalb County, Indiana experiencing said retarded growth as “Economic Revitalization Areas”; and WHEREAS, once declared an Economic Revitalization Area, parties with real estate and/or manufacturing equipment in said areas may apply for Tax Abatement under I.C. § 6-1.1-12.1, *et seq.*; and

WHEREAS, THREE DAUGHTERS CORP. d.b.a. RATHBURN TOOL AND MANUFACTURING, has applied for Tax Abatement on new machinery and equipment (see attached Exhibit “B”); and

WHEREAS, the County Council of DeKalb County, Indiana previously determined that the real estate described in attached Exhibit “A” meets the definition of an Economic Revitalization Area by way of its Declaratory Resolution 2022-RCC- 4 dated effective June 14, 2022.

NOW, THEREFORE, BE IT RESOLVED, by the County Council of DeKalb County, Indiana, that:

1. The County Council of DeKalb County, Indiana has also been advised by **THREE DAUGHTERS CORP. d.b.a. RATHBURN TOOL AND MANUFACTURING**, of a proposed revitalization program set out, in part, on attached Exhibit "C", which includes the installation of new machinery and equipment in, on or upon the real estate described in attached Exhibit "A".
2. The County Council of DeKalb County, Indiana has reviewed the statement of benefits forms included here as attached Exhibit "C" and other information brought to its attention, and hereby determines that the deductions under I.C. § 6-1.1-12.1, *et seq.*, should be allowed based on the following findings:
  - (a) The estimate of costs of the new machinery and equipment is reasonable.
  - (b) The estimate of the number of individuals who will be employed or whose employment will be retained can reasonably be expected to result from new construction of real estate improvements and installation of the new equipment.
  - (c) The estimate of the annual salaries of those individuals who will be employed or whose employment will be retained can reasonably be expected to result from the proposed construction of real estate improvements and installation of new equipment.

(d) The number of individual opportunities for employment, both temporary and permanent, and the compensation to be paid by employees, along with the value of the acquisition and construction of real and personal property improvements, create benefits of the type and quality anticipated by the County Council of DeKalb County, Indiana within the Economic Revitalization Area and can reasonably be expected to result from the proposed construction of real estate improvements and installation of the new equipment.

(e) The totality of benefits is sufficient to justify the deductions.

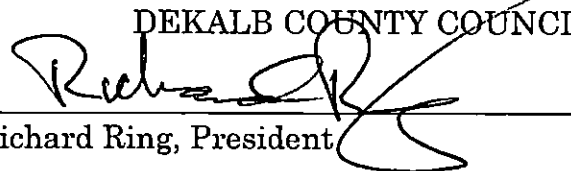
4. The County Council of DeKalb County, Indiana hereby finds that the purposes of Tax Abatement are served by allowing the deductions provided by I.C. § 6-1.1-12.1-4.5 for a period of 10 years for new manufacturing equipment which is to be installed as contemplated by and reflected in attached Exhibit "B". The schedule of abatement is attached hereto as Exhibit "D"

5. The statement of benefits submitted by THREE DAUGHTERS CORP. d.b.a. RATHBURN TOOL AND MANUFACTURING, is hereby approved.

Voted effective the 14<sup>th</sup> day of June, 2022, by the County Council of DeKalb County, Indiana.

DEKALB COUNTY COUNCIL

BY:

  
Richard Ring, President

BY: \_\_\_\_\_  
William VanWye, Vice President

BY: Eldonna King  
Eldonna King

BY: Robert E. Krafft  
Robert E. Krafft

BY: David Yarde  
David Yarde

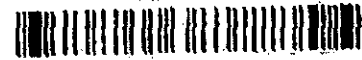
BY: Amy Demske  
Amy Demske

BY: Amy Prosser  
Amy Prosser

ATTEST:  
Susan Sleeper  
DeKalb County Auditor  
Susan Sleeper

"EXHIBIT A"

200807105



2

Recorded  
Dec. 17, 2008 AT 01:55:16PM  
RECORDER OF DEKALB CO, IN  
BURTIE M RYNEARSON

Fee Amount: \$18.00

Mail Tax Bills To:  
Rathburn Tool  
5005 County Road 29  
Auburn, Indiana 46706

Grantee's Address:  
5005 County Road 29  
Auburn, Indiana 46706

QUIT-CLAIM DEED

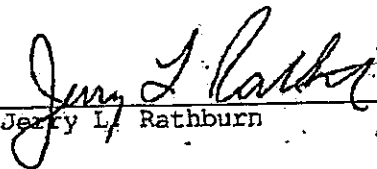
This indenture witnesseth that JERRY L. RATHBURN, individually and over the age of 18 years ("Grantor"), of DeKalb County in the State of Indiana RELEASES AND QUIT-CLAIMS to RATHBURN LEASING, LLC, a Limited Liability Company organized and existing under the laws of the State of Indiana ("Grantee"), of DeKalb County in the State of Indiana, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration the receipt whereof is hereby acknowledged, the following Real Estate in DeKalb County in the State of Indiana:

A part of the Middle One-Third of the Northeast Quarter of Section 5, Township 33 North, Range 13 East, Jackson Township, DeKalb County, Indiana, said Middle One-Third running lengthwise East and West across said Quarter Section and said tract or parcel of land is described as follows: Commencing 12 chains and 50 links East of the Southwest corner of said Middle One-Third; thence North 5 chains and 60 links; thence West to the center of the Highway now located and used across said Middle One-Third; thence Southwesterly with the center of said Highway to the South line of said Middle One-Third; thence East to the place of beginning.

Subject to all easements, rights of way, rights, duties, obligations, covenants, conditions, restrictions, limitations, and agreements of record; all legal highways and public rights-of-way, all matters which would be disclosed by an accurate survey or inspection of said real estate and the provisions of all applicable zoning laws.


REAL ESTATE TAX RECITAL: Subject to any and all real estate taxes and assessments which are now or hereafter due and owing.

Dated this 12<sup>th</sup> day of December, 2008.

  
Jerry L. Rathburn

DULY ENTERED  
FOR TAXATION

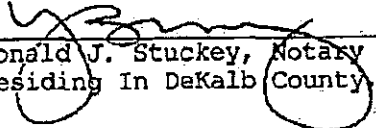
DEC 17 2008

  
AUDITOR DEKALB COUNTY

"EXHIBIT A"

STATE OF INDIANA )  
 ) SS:  
COUNTY OF DEKALB )

Before me, the undersigned, a Notary Public in and for said County and State, this 12th day of December, 2008, personally appeared Jerry L. Rathburn, individually and over the age of 18 years, and acknowledged the execution of the foregoing deed. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

  
Donald J. Stuckey, Notary Public  
Residing In DeKalb County, Indiana



My Commission Expires: 03/12/15


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.

Donald J. Stuckey

THIS INSTRUMENT PREPARED BY: Donald J. Stuckey, Attorney At Law, 112 South Cedar Street,  
Post Office Box 523, Auburn, Indiana 46706 Tele.: (260) 925-1966

F:\SYS\WORK\DJSW\DEEDS 2008\RATHBURN-RATHBURN-DEED

"EXHIBIT B"

 <b>DEKALB COUNTY, INDIANA TAX PHASE-IN PROGRAM APPLICATION FOR TAX PHASE-IN</b>				
<b>I. TYPE OF APPLICATION</b>				
<b>A.</b> This Application is for (Check one category only. Separate applications can be used for different projects; separate resolutions will be used for separate projects).	<input type="checkbox"/> Real Estate Improvements: Industrial Building Construction / Expansion			
	<input checked="" type="checkbox"/> Equipment Acquisition: Including Manufacturing, Research & Development, Logistical / Distribution and/or Information Technology Equipment			
	<input type="checkbox"/> Vacant Building Deduction			
<b>II. OWNER - CORPORATE - DEVELOPER INFORMATION</b>				
<b>A.</b>	<b>Corporate / Business Name:</b> Three Daughters Corp (d.b.a. Rathburn Tool & Manufacturing) <b>Contact Person for this Application:</b> Angela Holt			
<b>B.</b>	<b>Applicant(s) Mailing Address:</b> 5005 County Road 29, Auburn, IN 46706			
	<table border="1" style="width: 100%;"> <tr> <td style="width: 30%;"><b>Applicant's Phone #</b></td> <td>260-925-2128</td> <td style="width: 30%;"><b>Applicant(s) Email Address:</b></td> <td><a href="mailto:aholt@rathburntool.com">aholt@rathburntool.com</a></td> </tr> </table>	<b>Applicant's Phone #</b>	260-925-2128	<b>Applicant(s) Email Address:</b>
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<b>C.</b>	<b>Owner(s) of Record of Real Property where Proposed Project is Located:</b> Rathburn Leasing, LLC (Angela Holt, Kami Mahony, April Winfield, Jerry Rathburn)			
	<b>Owner(s) Mailing Address:</b> 5005 County Road 29, Auburn, IN 46706			
	<table border="1" style="width: 100%;"> <tr> <td style="width: 30%;"><b>Owner(s) Phone #</b></td> <td>260-925-2128</td> <td style="width: 30%;"><b>Owner(s) Email Address:</b></td> <td><a href="mailto:aholt@rathburntool.com">aholt@rathburntool.com</a></td> </tr> </table>	<b>Owner(s) Phone #</b>	260-925-2128	<b>Owner(s) Email Address:</b>
<b>Owner(s) Phone #</b>	260-925-2128	<b>Owner(s) Email Address:</b>	<a href="mailto:aholt@rathburntool.com">aholt@rathburntool.com</a>	
<b>D.</b>	<b>What state is your company incorporated in?</b> Indiana			
<b>E.</b>	<b>Please specify if there is a parent company and/or any subsidiary companies involved with this</b> n/a			
<b>F.</b>	<b>Is there, or will there be, a corporate counsel involved with this application? If so, please specify</b> No			
<b>G.</b>	<b>If available, please attach a recent corporate annual report.</b> n/a			
<b>H.</b>	<b>Will your company agree to not appeal the assessment of the property that may be abated by the county per this application?</b> Yes			
<p><b>NOTE: DeKalb County, as a condition of granting abatement, requires the company to notify the county of any appeal of property assessment filed during the term of any abatement granted to the company. Failure to do so may result in an abatement being cancelled by the county.</b></p>				

"EXHIBIT B"

**III. PROPERTY INFORMATION**

	<p><b>Address (if known) of Property where Proposed Project is to be Located:</b></p>	<p>5005 County Road 29, Auburn, IN 46706</p>
<p><b>A.</b></p>	<p><b>Legal Description of Property where Proposed Project is to be Located (may be attached to application):</b></p>	<p>DeKalb County parcel 06-10-05-200-005, Jackson Township, Pt W1/2 Ne1/4, 5.75 acres</p>
<p><b>B.</b></p>	<p><b>DeKalb County Parcel #'s Assigned to Property Proposed for Project:</b></p>	<p>06-10-05-200-005</p>
<p><b>C.</b></p>	<p><b>What structures, if any, are currently located on this property?</b></p>	<p>Metal building, connector building, pole building</p>
<p><b>D.</b></p>	<p><b>What is the current assessed value of this property?</b></p>	<p>807,800</p>
<p><b>E.</b></p>	<p><b>Is this property that your company owns, leases, purchasing on land contract? Please specify. (If the property is leased, provide a copy of the lease agreement as part of this application)</b></p>	<p>Property is leased from Rathburn Leasing LLC</p>



**IV. PROJECT INFORMATION**

A.	When do you want to begin your project?	May 2022		
B.	When do you expect to complete your project?	August 2023		
C.	Will this project be conducted in phases?	Yes		
D.	How much will your project cost? (Not including land acquisition).	\$875,000		
E.	How many employees does your company currently employ? Please indicate the number of hourly and salary employees.	21 hourly / 10 salary / 2 salary employee-owners		
F.	What is the average hourly wage for your current hourly employees?	\$19.04/hr	Also identify the cost of fringe benefits (retirement, insurance, etc.) for hourly employees.	\$6.55/hr (cost of benefits offered) + 100% tuition reimbursement
G.	What is the average annual salary for your salaried employees.	\$85,800 (excludes owners)	Also identify the cost of fringe benefits (retirement, insurance, etc.) for salaried employees.	\$12,480 annual per employee (cost of benefits offered) + 100% tuition reimbursement
H.	How many new hourly jobs will be created over the duration of this project?	This project will enable the upgrade of 2-3 employees to higher level positions and the creation of 1 new position.	How many new salary jobs will be created over the duration of this project?	New hourly position referenced may instead be a new salaried position
I.	What will be average hourly wage for the hourly employees that you may hire as a result of this project?	\$20.00/hr	Also identify the cost of fringe benefits (retirement, insurance, etc.) for hourly employees.	\$6.55/hr
J.	What will be the average annual salary for the salaried employees you may hire as a result of this project?	\$50,000	Also identify the cost of fringe benefits (retirement, insurance, etc.) for salaried employees.	\$12,480 annual per employee
K.	Do you anticipate a periodic increase in the hourly and/or salary wage for the jobs created by this project over the next ten years? If yes, please specify.	Yes, wages should increase based on the realization of efficiencies gained from automation and the ability to secure new customers requiring greater precision machining (at a higher profit margin).		
L.	Are the proposed wages for the new jobs as a comparable level with similar operations in this region?	Yes	Also identify the cost of fringe benefits (retirement, insurance, etc.) for hourly employees.	\$6.55/hr

M.	Will new employees be hired directly by the company, or through an employment agency? If yes, what is the probation period before a new employee is hired permanently?	Direct hires; 90-day probationary period
N.	Will this operation be union or non-union?	Non-union
O.	What will be the average annual LITED revenues generated by this project?	Anton will provide this data

**V. INFRASTRUCTURE & DEVELOPMENT**

Will this project require any new public infrastructure improvements (public streets, water and sewer mains, electric lines) to be extended to your company's site? If yes, please explain.				
A.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/>	<input type="checkbox"/>
Will you be requesting any other additional governmental (federal, state or local) assistance with this project, besides tax abatement? If yes, please explain.				
B.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/>	<input type="checkbox"/>
A portion of this project has been approved for Indiana Manufacturing Readiness Grant.				
Will the applicant provide adequate off-street parking following completion of your project? If no, please explain.				
C.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/>	<input type="checkbox"/>
Not applicable				
What types & quantities of effluent are generated by your manufacturing operation?				
D.	Coolant and oils generated from the manufacturing processes are collected and transported offsite for professional waste cleaning services and disposal.			
Is your company currently under any review or action by IDEM, the EPA or OSHA, or any other state-federal environmental or safety agencies?				
E.	No			
<b>* THE FOLLOWING QUESTIONS (F, G, H, I) APPLY TO BUILDING PROJECTS ONLY *</b>				
Has your building project / development plan been submitted to the DeKalb County Planning Department for review?				
F.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/>	<input type="checkbox"/>
How will stormwater runoff from your new building / expansion be handled?				
G.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/>	<input type="checkbox"/>
Will your project require the granting, acquisition or alteration of any rights-of-way or easements? If yes, please explain.				
H.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/>	<input type="checkbox"/>
Will your project require either rezoning and/or a variance? If yes, please explain.				
I.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/>	<input type="checkbox"/>

**\*\* THE FOLLOWING QUESTIONS (J, K) APPLY TO MACHINERY ACQUISITION PROJECTS ONLY \*\***

	What machinery do you propose to purchase, <i>please include names of equipment and equipment serial numbers</i> . How will this machinery be used in your manufacturing process? (Response can be attached in narrative format).
	See attached
J.	Will the machinery that is subject to this application be placed in a building that is to be leased from another entity? If so, provide a copy of the lease agreement and the length of the lease.
	Yes
	NARRATIVE ATTACHMENT - In an attachment to this application, please provide an inventory of the machinery you propose to buy that will be subject to a tax phase-in. Please also indicate how such machinery will be used in the manufacturing process.
K.	Also, please indicate if this machinery how this machinery may be related to information technology.
	Please indicate if this machinery will be new or used. Whether it has been subject to previous abatements, either in DeKalb County, Indiana or elsewhere. Whether machinery will be moved from out-of-state or from an existing operation you may have in Indiana.

**VI. BUYERS & SUPPLIERS**

	Please expand on who buys your product? Who do you buy from? Do, or will, you do business with existing DeKalb County, Indiana businesses?
A.	Rathburn supplies custom precision-machined components to various manufacturers of larger assemblies or completed products in the automotive, rail, industrial, recreation, construction and other industries, many of which are in Indiana. We use some DeKalb County suppliers for raw materials and coatings.
	What companies / types of industries may be attracted to DeKalb County as an industrial location as a result of your project?
B.	This new project will enhance our capabilities to provide more precision-machined metal components at a more competitive price, which would appeal to many different manufacturers who require machined components. It will also enable us to serve a more diverse customer base; since we are often responsible for (subcontracted) coatings, there would also be an increase in need for coaters, of which there are limited local options.

**VII. COMMUNITY SUPPORT**

**NARRATIVE ATTACHMENT** - In an attachment to this application, please provide a summary of voluntary labor and monetary contributions to community-oriented projects for the past three years and a proposal for the duration of the proposed abatement.

A. If your company is new to DeKalb County, please submit a summary of community participation projects for other communities in which you have operated.

If your company is a new company, with no previous track record of community projects, please submit a written commitment to participate in DeKalb County community projects of your choosing, or as designated by DeKalb County.

**VIII. AFFIDAVIT**

(I/We), being duly sworn, depose and say that (I/We) (am/are) the (owner[s]/contract purchaser[s]) of the property subject to this application.

(I/We) also depose and say that the foregoing statements and answers contained herein, and the information herewith submitted are in all respects true and correct to the best of (my / our) knowledge and belief).

(I/We) further understand and acknowledge that, if the entity that is the recipient of this tax phase-in ceases its operations in DeKalb County, it shall be required to pay an amount equal to all abated taxes to the DeKalb County, Indiana.

(I/We) further understand that any resolution regarding the granting of a tax phase-in subject to this application, for the property indicated in this application, will be recorded in the Office of the DeKalb County Recorder.

(I/We) further understand that we are required to annually submit a Compliance Form (CF-1/RE or CF-1/PP to DeKalb County, Indiana by the required deadline.

A.	Printed Name	Signature
	Angela L. Holt	<i>Angela L. Holt</i>
	Printed Name	Signature

STATE OF INDIANA )

SS:

DEKALB COUNTY )

Subscribed and sworn before me this 2 day of MAY, 2022:



*Erika Lorraine Rose*  
 \_\_\_\_\_  
 Notary Public  
 Resident of DeKalb County, Indiana

My Commission Expires: July 12, 2029

**VIII. PROOF OF PAYMENT / VALIDITY OF APPLICATION**

(1). This application was submitted to DeKalb County, Indiana, and payment of the \$250.00 application was made, on

A.	Susan Sleeper, DeKalb County Auditor	Date

## Narrative

### V. K. Equipment List

Investing in this enabling project will enable us to expand and diversify our customer base, improve quality, and increase throughput. Using machine-tending technology will enable our best operators to be shifted from loading and unloading parts to inspecting, controlling quality and setup/troubleshooting. All equipment will be new unless noted otherwise below.

Equipment / Model	Model	Use in the Manufacturing Process	Installation date	Estimated Cost
Twin spindle/single turret CNC lathe	Takisawa TS-4000YS*	Add capability of lathe with live tooling to process new parts in one operation with increased precision and throughput	May 2022	190,000
Optical comparator	Mitutoyo PH-3515F	Enable measurement to more stringent quality requirements of new, more precise work	May 2022	20,000
Cobot	Universal 10E series	Increase capacity of machines across all 3 shifts; utilize current staff for higher level work vs. machine tending	Aug 2022	50,000
Compressor / dryer / ductwork	Sullair SN series model 5500V, Sullair model DHL-400	Upgrade size of compressor system to meet needs of additional equipment	Jul 2022	65,000
(3) Smart torque guns (2) Cobots Feeder system	Desoutter ECSF4 Universal 10E series Asyrl	Upgrade custom production line to improve throughput and quality, and to repurpose current staff for higher level work vs. assembly work	Mar 2023	185,000
Laser scanner 3D vision system (1) Cobot	Keyence LIX2500 Cognex Universal 10E series	Enhance quality capabilities with scanning technology and add automation to repurpose current staff for higher level work vs. machine tending	Jun 2023	175,000
(2) CNC mills*	Brother S500-X1	Expand milling capacity, speed and precision	Aug 2023	190,000

**Total Estimated Spend May 2022 – August 2023**

**\$875,000**

*\* May be used equipment, but would likely be demo model direct from manufacturer/distributor, never used in production. Any used equipment would be sourced from out-of-state and will not have been previously subject to tax abatement.*

## **VII. A. Community Support**

Rathburn has a long history of community support. Although the business was impacted significantly over the last 3 years by external events such as the COVID crisis, material and staffing shortages and inflationary pressures on raw materials and labor, we have continued our commitment to give as much as possible to the community financially and through our service.

Our President, Angie Holt, has served on the board of the Community Foundation DeKalb County for 2½ years, as Secretary and now Treasurer, as well as the scholarship committee. In 2021, our founder and Vietnam veteran, Jerry Rathburn, personally donated \$20,000 to establish the Veteran Endowment Fund at the CFDC. Later that year, Rathburn Tool spearheaded a matching campaign to add another \$15,000, and intends to donate an additional \$5,000 - \$10,000 in 2022 to allow for and encourage giving to veterans. Rathburn Tool, with the participation of our employees, has always made giving to veterans and others less fortunate a priority and sponsors at least two families each year at Christmas at an annual cost of approximately \$2,500; at least one of those families is a veteran family in need.

We also participate in multiple ways with local youth and the schools at approximately \$1,000 per year, including sponsorship of Jackson Township softball teams for decades, DeKalb Middle School robotics team, DeKalb 4-H livestock auction, DeKalb Lady Baron basketball, and participation on the advisory committee of the Garrett-Keyser-Butler manufacturing program.

We regularly engage with the Hearten House at approximately \$2,000 per year, sponsoring multiple events, donating food and needed items, and are currently helping with establishment of their first garden. We have also contributed to Hoosiers Feeding the Hungry, Shepherds House, and Quiet Knight at approximately \$500 per year.

As we continue to invest in new technology and our employees through projects like this, we hope to increase our financial capacity to positively impact our community in a meaningful way.

## LEASE AGREEMENT

This lease, entered into this 1st day of August, 2021 by and between RATHBURN LEASING, LLC, Lessor, and THREE DAUGHTERS CORP., Lessee.

1. Lessor hereby leases to the Lessee the premises commonly described as 5005 C.R. 29, Auburn, Indiana, for a term of 60 months beginning on the 1st day of August, 2021, and terminating on the 31st day of July, 2026 upon the following terms and conditions:

- (a) The rental shall be Nineteen Thousand Dollars (\$19,000.00) per month, in advance, beginning on the 1st day of August, 2021, and on or before the same day of each month thereafter during the term of this Agreement.
- (b) If the full amount of any rent payment is not actually received by Lessor on or before the seventh (7th) day after it is due, then a late charge of Fifteen Dollars (\$15.00) shall accrue and be immediately due and payable by Lessee.

2. The Lessor covenants and agrees that Lessor will put Lessee in possession of said premises, and the Lessee paying the rent, real estate taxes and assessments, repairs and maintenance as herein provided for and observing and performing the several covenants and stipulations herein provided to be performed on their part, shall peaceably hold and enjoy the leased premises during the term hereof without any interruption by the Lessor or any person rightfully claiming under them except as hereinafter provided for.

3. Lessee covenants and agrees:

- (a) To pay the rent at the time and in the manner herein provided to Lessor or to this order at such place as may be designated in writing by Lessor.
- (b) Lessee shall at its expense and risk maintain the roof, foundation, and underground or otherwise concealed plumbing, and structural soundness of the exterior walls (including all windows, window glass, plate glass, and all doors, and all parts of the building and other improvements on the leased premises in good repair and condition, including but not limited to, repairs (including all necessary replacements) to the interior plumbing, windows, window glass, plate glass, doors, heating system, air conditioning equipment, fire protection, sprinkler system, and the interior of the building in general, and including the reasonable care and maintenance of the paving and concrete outside the building.
- (c) Lessee shall pay and fully discharge all taxes and special assessments and governmental charges of every character imposed during the term of the Lease on or with respect to the leased premises or any part thereof, and all improvements erected thereon, except that Lessee shall not be chargeable with any income taxes imposed under any existing or future laws of the United States or the State of Indiana or any political or taxing authority on the rentals herein provided for. Lessee shall pay all such taxes, charges, and assessments not less



than five (5) days before the same shall become delinquent, and Lessee agrees to indemnify and save harmless Lessor from all such taxes, charges and assessments.

- (d) Lessee shall, at its own cost and expense, secure and maintain during the entire term of this Lease and any renewals or extensions of such term, a broad form of comprehensive coverage policy of public liability insurance issued by an insurance company acceptable to Lessor and insuring Lessor against loss or liability caused by or connected with Lessee's occupation and use of said premises under this Lease, in amounts not less than:
- 1) \$1,000,000.00 for injury to or death of one person and, for the injury or death of one person, of not less than \$1,000,000.00 for injury to or death of two or more persons as a result of any one accident or incident; and
  - 2) \$1,000,000.00 for damage to or destruction of any property of others.
- (e) Lessee, at its own expense, shall, during the term of this Lease and any renewal or extensions thereof, keep the leased premises insured for fire and extended coverage in an amount not less than 90% of the value of the leased property and other improvements on the leased premises with an insurance company acceptable to Lessor. The policy shall be for the benefit of Lessor and shall be made payable to the Lessor or to such other person or persons as the Lessor may designate.
- (f) To use the property for any legal or appropriate activity conducted by Three Daughters Corp. d/b/a Rathburn Tool & Manufacturing.
- (g) Not to assign this Lease or sublet said premises or any part thereof or allow any other tenant to come in with or under them without first obtaining the written consent of Lessor.
- (h) Not to make any alterations or remodeling or any changes in the electric wiring or antenna wiring of said premises without first obtaining the written consent of Lessor.
- (i) To take good care of and fairly treat the building and premises and keep the premises in a clean, sightly and healthful condition and permit no waste or misuse of the premises nor permit any unlawful activity on the premises.
- (j) To keep the weeds and grass on the premises cut and properly maintained and to keep all sidewalks timely cleaned of snow and ice.
- (k) To permit the Lessor, or his authorized agents, to enter said dwelling and premises at any time for the purpose of inspection or making repairs, and at reasonable times during the last thirty (30) days of the term of this Lease, to show the premises to prospective purchasers or renters, and to permit the Lessor, or his authorized agents, to display on said premises signs indicating said premises is "For Rent", or "For Sale".

(l) If any default shall be made in the payment of the rent or any part thereof at the time provided, or if after seven (7) days written notice setting forth any other default, default shall continue by the Lessee in the performance or observance of any other covenant herein contained to be performed by Lessee, Lessee will, upon written demand, immediately quit and surrender to the Lessor or his agents peaceful possession thereof The Lessor may relet the same for the benefit of the Lessee, or at his election may terminate this Lease upon giving written notice thereof.

(m) At the termination of this Lease, whether at the expiration of the term or upon forfeiture, to surrender peaceful possession of said premises in as good condition as the same were received, usual wear and tear excepted.

(n) To pay and keep current the following utility expenses:  
Electric, Water, Sewer, Gas and Telephone

4. It is mutually agreed:

(a) That in the event said premises is destroyed without fault of the Lessee this Lease shall terminate and any prepaid rent shall be refunded to the Lessee.

(b) If the premises is damaged without fault of Lessee so as to render it untenable, and the same cannot be restored to a condition substantially as good as prior to the damage within forty-five (45) days, either party may terminate this Lease by giving the other written notice thereof within seven (7) days after the damage, and prepaid rent shall be refunded as of the date of the damage.

(c) In case the premises is damaged so as to be partially untenable a proportionate part of the rent shall be abated until the premises is rendered wholly tenable.

(d) In the event of damage to the premises and the Lease is not terminated, the Lessor will as promptly as possible restore the premises to a condition substantially equal to its condition before the damage.

(e) That any notice provided for herein may be given to the parties to be served by personal notice or by registered mail addressed to the Lessor at their last known address or to the Lessee at the premises herein leased.

(f) Lessee has inspected the premises and is satisfied with its physical condition and taking possession of the premises shall be conclusive evidence of receipt thereof in good order and repair.

(g) Lessee shall bear the risk of loss arising from damage to or loss of Lessee's personal property and trade fixtures located on or within the premises.

- (h) Lessee shall bear the risk of, and Lessee shall save Lessor harmless from loss, cost or expense by reason of claims for personal injury and property damage arising out of Lessee occupancy of the premises, whether due to the fault of Lessee or others, excepting only fault of Lessor.
- (i) In the event Landlord's death or in the event Landlord becomes unable to properly manage, in whole or in part, his business affairs because of mental deficiency, physical illness, infirmity, or other incapacity as determined by Doctor Mark Souder or Lessor's successor's family physician, then and in either of said events, this Lease shall, at the exclusive option of Lessee, be renewable for up to five (5) additional consecutive one (1) year terms upon the same terms and conditions as herein provided for.
- (j) Each party shall be entitled to recover their reasonable attorney fees, costs and expenses incurred by reason of exercising their rights or remedies under this Lease.
- (k) This Agreement shall be binding upon the parties, their heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on the day and year first above written.

RATHBURN LEASING



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JERRY L. RATHBURN

THREE DAUGHTERS CORP  
d/b/a RATHBURN TOOL & MANUFACTURING




---

ANGELA L. HOLT  
PRESIDENT

**DEKALB COUNTY  
INDUSTRIAL TAX PHASE-IN (ABATEMENT)  
REVIEW CRITERIA**

<b>Applicant Name:</b>	Three Daughters Corp (dba Rathburn Tool & Machine)
<b>Proposed Activity:</b>	Equipment Expansion (Personal Property)
<b>Application Date:</b>	5.2.2022
<b>Review Date:</b>	5.5.2022

		Maximum Points Available per Item	Points Assigned for this Proposal
1	Existing Industrial Facility - Acquiring new production machinery / IT equipment / recycling equipment	2	2.00
2	Existing Industrial Facility - Addition of manufacturing space.	2	
3	Existing, But Vacant, Industrial Facility - Occupying and starting up operations with new machinery.	2.5	
4	New Research & Development Facility.	3	
5	New Corporate or Regional Office.	3	
6	New Industrial Facility.	3	
<b>B. TOTAL CAPITAL INVESTMENT SUBJECT TO ABATEMENT (IC 6-1.1-12.1-17(a)(1))</b>		<b>Maximum Points Available</b>	<b>Points Assigned for this Proposal</b>
1	0.5 point for each \$100,000 of investment, up to 20 points maximum. Proposed	20	4.38
<b>C. NEW JOB CREATION RESULTING FROM PROJECT (IC 6-1.1-12.1-17(a)(2))</b>		<b>Maximum Points Available</b>	<b>Points Assigned for this Proposal</b>
1	0.25 for each new job created, up to 10 points maximum.	10	.25
<b>D. AVERAGE WAGE - NEW JOBS RESULTING FROM PROJECT (IC 6-1.1-12.1-17(a)(3))</b> (Current minimum wage = \$7.25 per hour) Proposed Hourly Wage = \$XXXX		<b>Maximum Points Available per Range</b>	<b>Points Assigned for this Proposal</b>
1	Minimum wage to \$14.49 hourly +	-2	
2	2 x minimum wage = \$14.50 hourly +	0	
3	2.5 x minimum wage = \$18.25 hourly +	1	1.00
4	3 x minimum wage = \$21.75 +	2	
5	3.5 x minimum wage = \$25.38 +	3	
6	4 x minimum wage or greater = \$29.00+	4	

<b>D-2. AVERAGE FRINGE BENEFITS - NEW HOURLY JOBS RESULTING FROM PROJECT (IC 6-1.1-12.1-17(a)(3) Proposed = \$XXXXX</b>		<b>Maximum Points Available per Range</b>	<b>Points Assigned for this Proposal</b>
<b>1</b>	0% to 10%	0	
<b>2</b>	11% to 20%	0.5	
<b>3</b>	21% to 30%	1	
<b>4</b>	31% to 40%	1.5	1.50
<b>5</b>	41% to 50%	2	
<b>6</b>	51% to 60%	2.5	
<b>E. COMPREHENSIVE PLAN</b>		<b>Maximum Points Available per Item</b>	<b>Points Assigned for this Proposal</b>
<b>1</b>	Does the proposed project contribute to the development goals of the DeKalb County Comprehensive Plan?	Yes = 1	1.00
<b>2</b>	Longevity in DeKalb County 0.25 point for every 10 years, up to 5 points maximum	5	.95
<b>F. COMMUNITY PARTICIPATION / SUPPORT</b>		<b>Maximum Points Available per Item</b>	<b>Points Assigned for this Proposal</b>
<b>1</b>	Applicant has provided satisfactory documentation of active support / participation in community projects & organizations.	1	1.00
<b>G. INFRASTRUCTURE IMPACT (IC 6-1.1-12.1-17(a)(4)</b>		<b>Points Deducted Per Item</b>	<b>Points Deducted for this Proposal</b>
<b>1</b>	Will this project require the DeKalb County to spend public funds for required infrastructure	Yes = -1	
<b>2</b>	Will this project require public assistance (grants, loans, bonds) in addition to tax abatement?	Yes = -1	-1.00
<b>3</b>	Will this project increase the flow of traffic in the surrounding area to an unacceptable level?	Yes = -1	
<b>H. ZONING IMPACT</b>		<b>Points Deducted Per Item</b>	<b>Points Deducted for this Proposal</b>
<b>1</b>	Will the proposed project increase the density of the project area to an unacceptable level?	Yes = -1	
<b>2</b>	Is the project compatible with surrounding land uses?	No = -1	
<b>3</b>	Will the project site require rezoning?	Yes = -1	

<b>I. LATE APPLICATION (Project started before application submitted)</b>		-8	
<b>J. PROCEED WITHOUT ABATEMENT?</b>		Yes = -4	
<b>TOTAL POINTS / PROPOSED TERM OF ABATEMENT (Rounded)</b>			<b>11.08</b>
<b>(Note, Investments that exceed \$100M, can qualify to exceed 10 years duration.)</b>	10 years	20	
	9 years	16-19	
	8 years	15	
	7 years	14	
	6 years	13	
	5 years	12	
	4 years	11	<b>X</b>
	3 years	10	
	2 years	9	
	1 year	5-8	



**STATEMENT OF BENEFITS  
PERSONAL PROPERTY**

State Form 51764 (R5 / 1-21)

Prescribed by the Department of Local Government Finance

"EXHIBIT C"

**FORM SB-1 / PP**

**PRIVACY NOTICE**

Any information concerning the cost of the property and specific salaries paid to individual employees by the property owner is confidential per IC 6-1.1-12.1-5.1.

**INSTRUCTIONS:**

1. This statement must be submitted to the body designating the Economic Revitalization Area prior to the public hearing if the designating body requires information from the applicant in making its decision about whether to designate an Economic Revitalization Area. Otherwise this statement must be submitted to the designating body **BEFORE** a person installs the new manufacturing equipment and/or research and development equipment, and/or logistical distribution equipment and/or information technology equipment for which the person wishes to claim a deduction.
2. The statement of benefits form must be submitted to the designating body and the area designated an economic revitalization area before the installation of qualifying abatable equipment for which the person desires to claim a deduction.
3. To obtain a deduction, a person must file a certified deduction schedule with the person's personal property return on a certified deduction schedule (Form 103-ERA) with the township assessor of the township where the property is situated or with the county assessor if there is no township assessor for the township. The 103-ERA must be filed between January 1 and May 15 of the assessment year in which new manufacturing equipment and/or research and development equipment and/or logistical distribution equipment and/or information technology equipment is installed and fully functional, unless a filing extension has been obtained. A person who obtains a filing extension must file the form between January 1 and the extended due date of that year.
4. Property owners whose Statement of Benefits was approved, must submit Form CF-1/PP annually to show compliance with the Statement of Benefits. (IC 6-1.1-12.1-5.6)
5. For a Form SB-1/PP that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. For a Form SB-1/PP that is approved prior to July 1, 2013, the abatement schedule approved by the designating body remains in effect. (IC 6-1.1-12.1-17)

**SECTION 1**

**TAXPAYER INFORMATION**

Name of taxpayer <b>Three Daughters Corporation</b>	Name of contact person <b>Angela Holt</b>
Address of taxpayer (number and street, city, state, and ZIP code) <b>5005 County Road 29, Auburn, IN 46706</b>	Telephone number <b>( 260 ) 925-2128</b>

**SECTION 2**

**LOCATION AND DESCRIPTION OF PROPOSED PROJECT**

Name of designating body <b>DeKalb County Council</b>	Resolution number (s)	
Location of property <b>5005 County Road 29, Auburn, IN 46706</b>	County <b>DeKalb</b>	
Description of manufacturing equipment and/or research and development equipment and/or logistical distribution equipment and/or information technology equipment. <i>(Use additional sheets if necessary.)</i> <b>Twin spindle CNC lathe (Takisawa TS-4000YS), Optical comparator (Mitutoyo PH-3515F), (3) Universal 10E series cobots, Compressor/dryer (Sullair 5500V &amp; DHL-400), Smart torque (Desoutter ECSF4), Asyrl feeder system, Laser scanner (Keyence LJX2500), Cognex vision system, (2) CNC mills (Brother)</b>	DLGF taxing district number <b>009</b>	
	<b>ESTIMATED</b>	
		<b>START DATE</b>
		<b>COMPLETION DATE</b>
	<b>Manufacturing Equipment</b>	<b>05/15/2022</b>
<b>R &amp; D Equipment</b>		
<b>Logist Dist Equipment</b>		
<b>IT Equipment</b>		

**SECTION 3**

**ESTIMATE OF EMPLOYEES AND SALARIES AS RESULT OF PROPOSED PROJECT**

Current Number	Salaries	Number Retained	Salaries	Number Additional	Salaries
<b>31</b>	<b>\$1,690,000</b>	<b>31</b>	<b>\$1,730,000</b>	<b>1</b>	<b>\$50,000</b>

**SECTION 4**

**ESTIMATED TOTAL COST AND VALUE OF PROPOSED PROJECT**

<b>NOTE:</b> Pursuant to IC 6-1.1-12.1-5.1 (d) (2) the COST of the property is confidential.	<b>MANUFACTURING EQUIPMENT</b>		<b>R &amp; D EQUIPMENT</b>		<b>LOGIST DIST EQUIPMENT</b>		<b>IT EQUIPMENT</b>	
	<b>COST</b>	<b>ASSESSED VALUE</b>	<b>COST</b>	<b>ASSESSED VALUE</b>	<b>COST</b>	<b>ASSESSED VALUE</b>	<b>COST</b>	<b>ASSESSED VALUE</b>
Current values	4,343,000	3,131,000						
Plus estimated values of proposed project	875,000	875,000						
Less values of any property being replaced	0	0						
Net estimated values upon completion of project	5,218,000	4,006,000						

**SECTION 5**

**WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER**

Estimated solid waste converted (pounds) _____	Estimated hazardous waste converted (pounds) _____
Other benefits:	

**SECTION 6**

**TAXPAYER CERTIFICATION**

I hereby certify that the representations in this statement are true.	
Signature of authorized representative <b>Angela L. Holt</b>	Date signed (month, day, year) <b>5/3/2022</b>
Printed name of authorized representative <b>Angela L. Holt</b>	Title <b>President</b>

'Exhibit D'

# Indiana Tax Abatement Results

- DeKalb County, Jackson 009
- Tax Rate (2022): 1.3867
- Project Name: Rathburn Tool

## Personal Property: \$875,000.00

	Abatement Percentage	With Abatement			Without Abatement			Estimated Tax Abatement Savings
		Property Taxes	Circuit Breaker Tax Credit	Net Property Taxes	Property Taxes	Circuit Breaker Tax Credit	Net Property Taxes	
Year 1	100%	\$0.00	\$0.00	\$0.00	\$4,853.00	\$0.00	\$4,853.00	\$4,853.00
Year 2	75%	\$1,699.00	\$0.00	\$1,699.00	\$6,795.00	\$0.00	\$6,795.00	\$5,096.00
Year 3	50%	\$2,548.00	\$0.00	\$2,548.00	\$5,096.00	\$0.00	\$5,096.00	\$2,548.00
Year 4	25%	\$2,912.00	\$0.00	\$2,912.00	\$3,883.00	\$0.00	\$3,883.00	\$971.00
Year 5	0%	\$3,640.00	\$0.00	\$3,640.00	\$3,640.00	\$0.00	\$3,640.00	\$0.00
Year 6	0%	\$3,640.00	\$0.00	\$3,640.00	\$3,640.00	\$0.00	\$3,640.00	\$0.00
Year 7	0%	\$3,640.00	\$0.00	\$3,640.00	\$3,640.00	\$0.00	\$3,640.00	\$0.00
Year 8	0%	\$3,640.00	\$0.00	\$3,640.00	\$3,640.00	\$0.00	\$3,640.00	\$0.00
Year 9	0%	\$3,640.00	\$0.00	\$3,640.00	\$3,640.00	\$0.00	\$3,640.00	\$0.00
Year 10	0%	\$3,640.00	\$0.00	\$3,640.00	\$3,640.00	\$0.00	\$3,640.00	\$0.00
Totals		\$28,999.00	\$0.00	\$28,999.00	\$42,467.00	\$0.00	\$42,467.00	\$13,468.00

over 10 years