

Lake Land College

District No. 517



Board of Trustees

Agenda and Board Book
October 14, 2019
Regular Meeting No. 634

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Lake Land College
Board of Trustees
District No. 517

Engaging minds, changing lives, through the power of learning.



Regular Meeting No. 634
Monday, October 14, 2019, 6:00 p.m.
Board & Administration Center, Room 011, Mattoon
Agenda

I. Routine.

A. Call to Order.

B. Roll Call.

C. Consent Item.

(Any one member may remove an item from the consent item list simply by requesting the Chair to do so. Items removed will be discussed and voted immediately following passage of the consent item.)

1. Approval of Minutes of September 9, 2019, Regular Meeting.
2. Approval of Minutes of September 9, 2019, Special Meeting – Board Retreat.
3. Approval of Minutes of September 9, 2019, Closed Session.
4. Approval of Agenda of October 14, 2019, Board of Trustees Meeting.
5. Bills for Payment and Travel Expenses, Including Trustee Travel Reimbursement. For summary and details of bills refer to:
http://www.lakeland.cc.il.us/col/board_minutes/download.cfm

II. Hearing of Citizens, Faculty and Staff.

III. Committee Reports.

A. ICCTA/Legislative	Mr. Mike Sullivan Mr. Kevin Curtis
B. Resource & Development	Mr. Mike Sullivan
C. Finance	Mr. Dave Storm
D. Buildings & Site	Mr. Gary Cadwell
E. Foundation	Ms. Doris Reynolds
F. Student Report	Ms. Shelbie Kile
G. President's Report	Dr. Josh Bullock

IV. Business Items.

A. Non-Action Items.

	Board Book Page Number(s)
1. Faculty Focus on Advancing Student Success.	
2. Data Point Discussion - Dual Credit.	
3. Announcement of 2019-2020 Student Ambassadors.	22
4. Proposed Revisions to Board Policy 11.08.04 – <i>Retention of Records</i> .	23-51
5. Student Laureate Nomination.	52
6. Curriculum Committee Highlights.	53-54
7. Calendar of Events.	55-56
8. Correspondence.	

B. Action Items.

	Board Book Page Number(s)
1. Acceptance of Resignation of Bryan Gleckler as Vice President for Business Services.	
2. Approval of Resolution No. 1019-003 – Appointment of Treasurer and Approval of Surety Bonds.	57-59
3. Approval of Resolution No. 1019-004 – College Treasurer to Act as Fiscal Agent.	60-62

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| 4. Approval of Resolution No. 1019-005 – Signatory Card and Corporate Authorization for Delivery to Depository Midland States Bank. | 63-70 |
| 5. Approval of Resolution No. 1019-006 – Resolutions of Lodge, Association or Other Similar Organization and Signatory Cards for Delivery to Depository First Mid Bank & Trust. | 71-87 |
| 6. Approval of Resolution No. 1019-007 – Signatory Cards for Delivery to Depository Wells Fargo Advisors, LLC. | 88-93 |
| 7. Presentation of Audit and Board Acceptance. | |
| 8. Acceptance of Reporting of August 2019 Financial Statements. | 94-99 |
| 9. Approval of Updated Dissemination Agent Agreement with PMA Securities, Inc. | 100-107 |
| 10. Approval of Health Insurance Plan Recommendation. | 108 |
| 11. Approval of Resolution No. 1019-008 - Intent to Continue Foundation Tax Levy. | 109-111 |
| 12. Certification of Fall Student Government Association Election Results. | 112-114 |
| 13. Declaration of Surplus Equipment. | 115 |
| 14. Approval of Addendum #3 to CTS Performance Contract. | 116-143 |
| 15. Approval of Subordination and SRECTrade Illinois ABP Agreement. | 144-182 |
| 16. Award of Banking Services Provider Proposal. | 183 |
| 17. Approval of Van Leases for Athletics. | 184-188 |
| 18. Approval of Trust Agreement for Neal Hall Renovations. | 189-192 |
| 19. Approval of Welding Facility Usage Agreement with Black Hawk College. | 193-199 |
| 20. Approval of Community Outreach Office Special Tuition Waivers Program. | 200 |
| 21. Closed Session.
Pursuant to Chapter 5 of the Illinois Compiled Statutes Section 120/2(c)(1), closed session is called to consider the appointment, employment, compensation, performance, or dismissal of specific employees. | |
| [Return to Open Session - Roll Call] | |
| 22. Approval of Human Resources Report as Discussed in Closed Session. | 201-205 |

V. Other Business. (Non-action)

VI. Adjournment.

**Lake Land College
Board of Trustees
District No. 517**



Regular Board Meeting No. 633
Board and Administration Center, Room 011, Mattoon, IL
September 9, 2019

Minutes

Call to Order.

Chair Reynolds called the September 9, 2019, regular meeting of the Lake Land College Board of Trustees to order at 6:00 p.m. in room 011 of the Board & Administration Center, Mattoon.

Roll Call.

Trustees Physically Present: Mr. Gary Cadwell, Secretary; Mr. Kevin Curtis; Ms. Doris Reynolds, Chair; Mr. Dave Storm; Mr. Mike Sullivan, Vice-Chair; Ms. Denise Walk, Mr. Tom Wright and Ms. Shelbie Kile, Student Trustee.

Trustees Absent: None.

Others Present: Dr. Jonathan Bullock, President; Mr. Jon Althaus, Vice President for Academic Services; Ms. Beth Gerl, Vice President for Student Services; Mr. Bryan Gleckler, Vice President for Business Services; Ms. Jean Anne Grunloh, Senior Executive to the President; Dr. Jim Hull, Vice President for Workforce Solutions and Community Education; and members of the staff, community and media.

Approval of Consent Items.

Trustee Curtis moved and Trustee Wright seconded to approve the following consent items:

1. Approval of Minutes of August 12, 2019, Regular Meeting.
2. Approval of Minutes of August 12, 2019, Closed Session.
3. Approval of Agenda of September 9, 2019, Board of Trustees Meeting.
4. Bills for Payment and Travel Expenses, Including Trustee Travel Reimbursement.
The following is a summary by funds:

Education Fund	\$	516,292.43
Building Fund	\$	553,989.59
Site & Construction Fund	\$	893,910.86
Bond & Interest Fund	\$	600.00
Auxiliary Services Fund	\$	141,852.04
Restricted Purposes Fund	\$	288,403.44
Working Cash Fund	\$	-
Audit Fund	\$	32,062.50
Liability Insurance Fund	\$	77,644.95
Student Accts Receivables	\$	6,909.16
Total	\$	2,511,664.97

For a summary of trustee travel reimbursement and details of bills refer to:
http://www.lakeland.cc.il.us/col/board_minutes/download.cfm

5. Destruction of Tape Recording of March 12, 2018, Closed Session and March 8, 2018, Resource and Development Committee Closed Session.

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Reynolds, Storm, Sullivan, Walk, and Wright. No: None.

Advisory Vote: Student Trustee Kile voted yes.

Absent: None.

Motion carried.

Hearing of Citizens, Faculty, and Staff.

There were no public comments.

Committee Reports.

ICCTA/Legislative.

Trustee Sullivan said he had no report at this time but that he will be attending an upcoming ICCTA meeting in Springfield later this month.

Resource & Development.

Trustee Sullivan, Committee Chair, said the Committee had not met since the last regular Board meeting and he had no report at this time.

Finance.

Trustee Storm, Committee Chair, said the Committee had not met since the last regular Board meeting and he had no report at this time.

Buildings & Site.

Trustee Cadwell, Committee Chair, said the Committee had not met since the last regular Board meeting and he had no report at this time.

Foundation.

Chair Reynolds highlighted upcoming Foundation and Alumni Events and detailed the various activities scheduled for Homecoming 2019.

Student Report.

Student Trustee Kile provided an update on various student activities and Laker Athletics.

President's Report.

Dr. Bullock said:

- For Fiscal Year 2019, a total of \$6,788,420 has been received for services provided for the Illinois Department of Corrections contract. A total of \$889,419 has been billed to the Department of Corrections through June services that remains outstanding.
- For Fiscal Year 2019, a total of \$314,775 has been received for services provided for the Illinois Department of Juvenile Justice contract. A total of \$201,616 has been billed to the Department of Juvenile Justice through June services that remains outstanding.
- For Fiscal Year 2020 credit hour reimbursement and equalization, we have received no additional payments from the State of Illinois since our August meeting.

Business Items.

Non-action Items.

Faculty Focus on Advancing Student Success.

Mr. Jon Althaus, Vice President for Academic Services, introduced several new full-time faculty members hired for the Fall 2019 semester. He also highlighted a new training orientation program, FYI or First Year Institute, launched with the 2019-2020 academic year for new faculty members.

Annual Report on Special Tuition Waiver Requests.

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Trustees reviewed an annual report highlighting special tuition waiver requests approved by either the Board or the President during FY 2019.

Calendar of Events.

Trustees received a calendar of upcoming events.

Correspondence.

There were no items of correspondence.

Action Items.

Approval of Separation Agreement with Paula Rosine as a Result of the Elimination of the Director of Foundation Operations Position for Reduction-in-Force Reasons.

Trustees reviewed a proposed separation agreement with Ms. Paula Rosine due to the elimination of her former position as Director of Foundation Operations. Trustees heard a recommendation from Dr. Bullock to approve the proposed agreement.

Trustee Sullivan moved and Trustee Storm seconded to approve as presented the separation agreement with Ms. Paula Rosine. A copy of the separation agreement was part of the public August 2019 Board Book.

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Reynolds, Storm, Sullivan, Walk, and Wright. No: None.

Advisory Vote: Student Trustee Kile voted yes.

Absent: None.

Motion carried.

Acceptance of Reporting of July 2019 Financial Statements.

Trustees reviewed the July 2019 Financial Statements and a memorandum from Mr. Bryan Gleckler, Vice President for Business Services, highlighting variances for the statements. Mr. Gleckler presented highlights of the financial statements and narrative report.

Trustee Storm moved and Trustee Walk seconded to approve the July 2019 Financial Statements as presented.

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Reynolds, Storm, Sullivan, Walk, and Wright. No: None.

Advisory Vote: Student Trustee Kile voted yes.

Absent: None.

Motion carried.

Approval of Special Event Tuition Waivers.

Trustees reviewed a memorandum from Dr. Bullock requesting the Board approve special tuition waivers for five different events to be held in fiscal year 2020. Dr. Bullock said these events include the Business and Computer Contest; Academic Challenge (formerly known as the WYSE Challenge); Principals, Deans and Counselors Meeting; Miss Illinois 2020; and the National Manufacturing Day events hosted by Effingham County Chamber, Coles Together and local manufacturers.

Trustee Wright moved and Trustee Sullivan seconded to approve as presented the special tuition waiver requests related to five separate upcoming events in FY 2020.

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Reynolds, Storm, Sullivan, Walk, and Wright. No: None.

Advisory Vote: Student Trustee Kile voted yes.

Absent: None.

Motion carried.

Approval of Tuition Waiver Proposal for Elevate Cross County Innovation Center – Elevate Business Development Certificate.

Trustees reviewed a memorandum from Dr. Jim Hull, Vice President for Workforce Solutions and Community Education, requesting the Board approve the above-referenced tuition waiver proposal. Dr. Hull highlighted the criteria for students to receive the tuition waiver should the Board approve the proposal.

Trustee Curtis moved and Trustee Sullivan seconded to approve as presented the Tuition Waiver Proposal for Elevate Cross County Innovation Center – Elevate Business Development Certificate. This includes approval of up to 10 tuition-only waivers annually to full Elevate members who are working to develop businesses to be based in the Lake Land College district and up to five tuition-only waivers for Class E graduates who are continuing their education at Lake Land College.

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Reynolds, Storm, Sullivan, Walk, and Wright. No: None.

Advisory Vote: Student Trustee Kile voted yes.

Absent: None.

Motion carried.

Approval of Tort Document.

Trustees reviewed a recommendation by Ms. Dustha Wahls, Director of Human Resources, for approval of the proposed FY 2020 Tort Levy Expenditures/Risk Management Plan. Trustees

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reviewed details of the proposed Tort document. Mr. Gleckler said the proposal for FY 2020 was being presented with one change from FY 2019 – the addition of 20% of the time for Gary Branson's position as the Kluthe Site Technician.

Trustee Cadwell moved and Trustee Storm seconded to approve as presented the FY 2020 Tort Levy Expenditures/Risk Management Plan.

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Reynolds, Storm, Sullivan, Walk, and Wright. No: None.

Advisory Vote: Student Trustee Kile voted yes.

Absent: None.

Motion carried.

Approval of Proposed Revisions to Board Policy 06.06 – Inclusion of Human Relations in Curriculum.

Trustees heard a recommendation from Ms. Beth Gerl, Vice President for Student Services, for the Board to approve revisions to the above-referenced Policy. Trustees reviewed details of the proposed changes. Ms. Gerl also requested the Board waive first reading.

Trustee Storm moved and Trustee Curtis seconded to approve as presented proposed revisions to Board Policy 06.06 – *Inclusion of Human Relations in Curriculum*. With the approved changes, the new title of this Policy will be *General Education for Associate Degrees*.

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Reynolds, Storm, Sullivan, Walk, and Wright. No: None.

Advisory Vote: Student Trustee Kile voted yes.

Absent: None.

Motion carried.

Closed Session.

6:24 p.m. – Trustee Cadwell moved and Trustee Wright seconded to convene to closed session, pursuant to Chapter 5 of the Illinois Compiled Statutes Section 120/2(c)(1), (2) and (11), to consider the appointment, employment, compensation, performance, discipline or dismissal of specific employees; to consider collective negotiating matters between the public body and its employees or their representatives; and to discuss probable or imminent litigation.

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Reynolds, Storm, Sullivan, Walk, and Wright. No: None.

Advisory Vote: Student Trustee Kile voted yes.

Absent: None.

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Motion carried.

Return to Open Session – Roll Call.

7:38 p.m.

Trustees Physically Present: Mr. Gary Cadwell, Secretary; Mr. Kevin Curtis; Ms. Doris Reynolds, Chair; Mr. Dave Storm; Mr. Mike Sullivan, Vice-Chair; Ms. Denise Walk, Mr. Tom Wright and Ms. Shelbie Kile, Student Trustee.

Trustees Absent: None.

Action on Formal Grievance Filed by the Lake Land College Faculty Association on August 28, 2019, as Discussed in Closed Session.

Following discussion in closed session, Trustee Cadwell moved and Trustee Storm seconded to uphold the administration's decision and deny the Step Four grievance filed by the Lake Land College Faculty Association on August 28, 2019. This action follows discussion on the topic held in closed session.

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Reynolds, Storm, Sullivan, Walk, and Wright. No: None.

Advisory Vote: Student Trustee Kile voted yes.

Absent: None.

Motion carried.

Approval of Resolution No. 0919-002 to Approve Third Addendum to Employment Agreement with Dr. Jonathan “Josh” Bullock, Lake Land College President, Extending the Term through June 30, 2022, and as Discussed in Closed Session.

The agenda item was noted that a complete copy of the proposed resolution and third addendum were available at: <https://www.lakelandcollege.edu/board-of-trustees/agendas-board-books-minutes/> or by contacting the College's Office of the President at 217-234-5222.

The agenda item was also noted that copies of the President's original employment contract and the first and second addendums were available at: <https://www.lakelandcollege.edu/board-of-trustees/board-of-trustees-employment-contracts/> or by contacting the College's Office of the President at 217-234-5222.

Following discussion on the topic in closed session, Trustee Curtis moved and Trustee Wright seconded to approve as presented Resolution No. 0919-002 - Approving Third Addendum to Employment Agreement with Dr. Jonathan “Josh” Bullock, Lake Land College President, Extending the Term through June 30, 2022. [A full and complete copy of the Resolution is attached to and part of these minutes.]

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Reynolds, Storm, Sullivan, Walk, and Wright. No: None.

Advisory Vote: Student Trustee Kile voted yes.

Absent: None.

Motion carried.

Appointment of Executive Director for College Advancement as Discussed in Closed Session.

Trustees heard a recommendation from Dr. Bullock to appoint Ms. Christina Donsbach to the position of Executive Director for College Advancement effective October 2, 2019.

Trustee Storm moved and Trustee Curtis seconded to appoint Ms. Christina Donsbach to the position of Executive Director for College Advancement effective October 2, 2019, and contingent upon terms outlined by the Human Resources Department for the hiring process. This action followed discussion on the topic held in closed session.

There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Reynolds, Storm, Sullivan, Walk, and Wright. No: None.

Advisory Vote: Student Trustee Kile voted yes.

Absent: None.

Motion carried.

Approval of Human Resources Report.

Trustees reviewed the Human Resources Report.

Trustee Cadwell motioned and Trustee Walk seconded to approve the following Human Resources Report.

The following employees are recommended for leave

Bloemer, Tammy	FMLA	09/15/2019-12/13/2019
Beagle, Ryan	FMLA	07/11/2019-07/16/2019
Davis, Kim	FMLA	08/21/2019-09/03/2019
Strohl, Randy	FMLA (Intermittent)	08/07/2019
Taylor, Debra	FMLA	07/31/2019-09/12/2019

Additional Appointments

The following employees are recommended for additional appointments

	Position	Effective Date
Part-time		
Jarrell, Charles	Adjunct Faculty SSE Sub	08/21/2019

	Primary Position is Division Chair SSE	
Martinez, Yesica	Tutor-Disability Services - Bachelor	08/07/2019
	Primary Position is Chemistry Lab Student Asst	
Martinez, Yesica	Tutor - Bachelor's Community Education	08/07/2019
	Primary Position is Chemistry Lab Student Asst	
Martinez, Yesica	Tutor - Bachelor's Degree	08/07/2019
	Primary Position is Chemistry Lab Student Asst	
Niemerg, Rachel	Tutor-Disability Services - Student	06/11/2019
	Primary Position is Tutor - Student Lrng Asst	
Niemerg, Rachel	Tutor-Student Community Education	06/11/2019
	Primary Position is Tutor - Student Lrng Asst	
Shook, Ciara	Adjunct Faculty Humanities	08/19/2019
	Primary Position is Adult Education Instructor	
Smith, Chandler	College Work Study - Student Life	08/12/2019
	Primary Position is CWS Humanities	
Underwood, Race	Tutor-Disability Services - Student	07/01/2019
	Primary Position is Tutor - Student Lrng Asst	
Underwood, Race	Tutor-Student Community Education	07/01/2019
	Primary Position is Tutor - Student Lrng Asst	
Vogel, David	Print Shop Technician Assistant	08/19/2019
	Primary Position is Graphic Designer Pre-Flight	

Part-time - Grant Funded

Lascelles, Anita	Pathways Substitute Instructor	08/15/2019
	Primary Position is Pathways Classroom Assistant	
Martinez, Yesica	Tutor - Bachelor's Carl Perkins	08/07/2019
	Primary Position is Chemistry Lab Student Asst	
Niemerg, Rachel	Tutor-Student Carl Perkins	06/11/2019
	Primary Position is Tutor - Student Lrng Asst	
Underwood, Race	Tutor-Student Carl Perkins	07/01/2019
	Primary Position is Tutor - Student Lrng Asst	

New Hire-Employees

The following employees are recommended for hire

	Position	Effective Date
Unpaid Volunteer		
Amato, Joseph	Dual Credit Instructor	08/20/2019
Barringer, Kelly	Dual Credit Instructor	08/06/2019
Ness, Kurt	Counseling Services Unpaid Intern	08/19/2019
Vineyard, Rebecca	Dual Credit Instructor	08/12/2019
Full-time		
Shawver, Gavin	Student Services Specialist III	09/23/2019
Full-time - Grant Funded		
Cruit, Laney	Correctional Career Technology Instructor-	09/03/2019

Taylorville CC

Part-time

Austin, Chase	Newspaper Editor - Student Newspaper	08/12/2019
Blazich, Jessica	Bookstore Rush Worker	08/01/2019
Caskey, Winifred	Newspaper Editor - Student Newspaper	08/12/2019
Croft, Katherine	Newspaper Editor - Student Newspaper	08/12/2019
Darling, Kayla	Adjunct Faculty Business	08/19/2019
Daugherty, Rachel	Adjunct Faculty Business	08/19/2019
Diel, Patricia	Adjunct Faculty Social Science	08/19/2019
Dietz, Haley	Fitness Center Specialist	08/19/2019
Flight, Donna	Adjunct Faculty Social Science	08/19/2019
Fogarty, Rebecca	Dual Credit Coordinator	07/23/2019
Froese, Morgan	Newspaper Editor - Student Newspaper	08/12/2019
Grovier, Michael	Newspaper Editor - Student Newspaper	08/12/2019
Gullidge, Breanne	Admissions and Records Data Entry Asst	08/19/2019
Hanson, Madeleine	Admissions and Records Data Entry Asst	08/01/2019
Hartke, Taylor	Admissions and Records Data Entry Asst	08/01/2019
Haslett, Kayla	Newspaper Editor - Student Newspaper	08/12/2019
Heicher, Rachel	Adjunct Faculty Social Science	01/05/2019
Kidd, Madelyn	Newspaper Editor - Student Newspaper	08/12/2019
Lynch, Ross	Laker Mallard Mascot Talent	08/01/2019
Moore, Breanna	Newspaper Editor - Student Newspaper	08/12/2019
Murphy, John	Assistant Baseball Coach	08/01/2019
Murray, Brandon	Adjunct Faculty Social Science	08/19/2019
Omar, Ghada	Adjunct Faculty Math and Science	08/19/2019
Seifert, Owen	Newspaper Editor - Student Newspaper	08/12/2019
Springman, Kara	Allied Health Dental Clinical Instructor	08/19/2019
Thomas, Sarah	Newspaper Editor - Student Newspaper	08/12/2019
Tozer, Michel	Adjunct Faculty Social Science	08/19/2019
Vogel, David	Graphic Designer - Pre-Flighter	08/19/2019
Waggoner, Ashley	Adjunct Faculty Humanities	08/19/2019
Welch, Christina	Bookstore Rush Worker	08/19/2019
Wendling, Austin	Newspaper Editor - Student Newspaper	08/12/2019
Workman, Kyle	Adjunct Faculty Humanities	08/19/2019

Part-time - Grant Funded

Crosby, Sarah	Adult Education Instructor	08/15/2019
Jackson, Kaitlin	Pathways Classroom Assistant	08/12/2019
Jackson, Stephen	Adjunct DOC College Funded Instructor	08/07/2019
Kanouse, Douglas	Adult Education Instructor	08/19/2019
Lascelles, Anita	Pathways Classroom Assistant	08/15/2019
Patton, Margarita	Adjunct DOC College Funded Instructor	08/07/2019
Shabazz, Kwame	Adjunct DOC College Funded Instructor	08/07/2019

College Work Study

Endsley, Courtney	College Work Study - Early Childhood	08/19/2019
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Terminations/Resignations

The following employees are terminating employment

	Position	Effective Date
Unpaid Volunteer		
Blandford, Laurie	Work and Learn - CBI	05/31/2019
Elder, Nicole	Work and Learn - Print Shop	08/26/2019
Krausen, Rachelle	Career Services Unpaid Intern	12/31/2019
Martens, Alex	Counseling Services Unpaid Intern	07/31/2019
Scott, Nicole	Work and Learn - Career Services	05/31/2019
Seward, Larissa	ECIDC Executive Director	10/23/2018

Full-time

Collins, Deborah	Associate Dean – Illinois River CC	08/15/2019
Pastor Rojop, Jennifer	Correctional Ofc Asst - Dixon CC	08/15/2019

Part-time

Coe, Beth	TRIO SSS Student Assistant	07/11/2019
Evans, Kassidy	Fitness Center Specialist	07/14/2019
Horton, Lucinda	Retiree Incentive Program	05/05/2019
Huang, Hsin Hui	Counseling - Clerical Worker	06/30/2019
Johnson, Davis	Fitness Center Specialist	04/21/2019
Jones, Bridgette	Outreach Advisor/Mentor TRIO DC	08/01/2019
Miner, Linda	BNA Clinical Instr Adult Ed	12/16/2018
Packer, Jamie	Print Shop Technician Assist	08/11/2019

College Work Study

Hernandez, Daniel	College Work Study-Business	05/05/2019
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Transfers/Promotions

The following employee is recommended for a change in position

	Position	Effective Date
Full-time		
Hunter, Kimberly	Coordinator of International Studies Program Transferring from: IEL Instructor (pt)	09/23/2019

Full-time - Grant Funded

Groennert, Harvey	DOC Special Projects Manager Transferring from Associate Dean Southwestern IL CC	08/12/2019
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There was no further discussion.

Roll Call Vote:

Yes: Trustees Cadwell, Curtis, Reynolds, Storm, Sullivan, Walk, and Wright. No: None.

Advisory Vote: Student Trustee Kile voted yes.

Absent: None.

Motion carried.

Other Business. (Non-action)

Chair Reynolds said Mr. Gleckler has accepted an administrative position at another college and will be leaving Lake Land College at the end of the month. She thanked Mr. Gleckler for his outstanding service to Lake Land College. Mr. Gleckler expressed gratitude for the opportunity to work at Lake Land the past three years.

There was no additional discussion.

Adjournment.

Trustee Walk moved and Trustee Cadwell seconded to adjourn the meeting of the Lake Land College Board of Trustees at 7:45 p.m.

Motion carried with unanimous voice vote approval.

Approved by:

Mr. Doris Reynolds, Board Chair

Mr. Gary Cadwell, Board Secretary

*Note – See Board of Trustees web page for any referenced attachments to these minutes.
https://www.lakelandcollege.edu/col/board_minutes/

**Lake Land College
Board of Trustees
District No. 517**



Special Meeting – Board Retreat
Board and Administration Center, Room 011, Mattoon, IL
September 9, 2019

Minutes

Call to Order.

Chair Reynolds called the September 9, 2019, special meeting of the Lake Land College Board of Trustees to order at 1:00 p.m. in room 011 of the Board and Administration Center, Mattoon.

Roll Call.

Trustees Physically Present: Mr. Gary Cadwell, Secretary; Mr. Kevin Curtis; Ms. Doris Reynolds, Chair; Mr. Dave Storm; Mr. Mike Sullivan, Vice-Chair; Ms. Denise Walk; Mr. Tom Wright and Ms. Shelbie Kile, Student Trustee.

Trustees Absent: None.

Others Present: Dr. Jonathan Bullock, President; Mr. Jon Althaus, Vice President for Academic Services; Ms. Beth Gerl, Vice President for Student Services; Mr. Bryan Gleckler, Vice President for Business Services; Ms. Jean Anne Grunloh, Senior Executive to the President; Dr. Jim Hull, Vice President for Workforce Solutions and Community Education; and members of the staff, community and media.

Hearing of Citizens, Faculty, and Staff.

There were no public comments.

Non-action Items:

Update on Strategic Planning Process.

Ms. Jean Anne Grunloh, Senior Executive to the President, provided a summary of the process for which the College arrived at its current strategic plan, two key focus areas, goals and objectives. Ms. Grunloh highlighted the visioning sessions held in 2014 and again in 2017

and quoted positive feedback received from the Higher Learning Commission's January 2019 Final Report to the College related to resources, planning and effectiveness and that the College demonstrates a commitment to educational improvement through ongoing attention to retention, persistence, and completion rates in its degree and certificate programs. Trustees reviewed the timeline of actions within the current three-year planning cycle. Trustees then discussed ways the Board can support the College's two key focus areas and our commitment to the long-term success of the College and our students.

Today's College Student.

Ms. Beth Gerl, Vice President for Student Services, presented on characteristics, mindset and preferences of Generation Z. She also highlighted strategies for higher education institutions to consider to adapt to and better engage Gen Z students.

Community College Enrollment Trends.

President Bullock presented on community college enrollment trends, including national, state-wide and local trends. Dr. Bullock highlighted how community college enrollments have closely correlated to unemployment rates for over a decade. He said there has been an unprecedented nationwide decline in community college enrollment since 2010. He also said last year was the lowest nationwide unemployment rate we have seen in past 49 years.

Fall 10th Day Enrollment Report.

Ms. Gerl presented on the Fall 2019 10th Day Enrollment Report. Following this presentation, Trustees discussed the College's enrollment, state and national community college enrollment trends and the importance for Lake Land to develop a strategic enrollment management plan in the coming year to sustain enrollment over the long term.

[The Board took a break from 2:23 p.m. to 2:34 p.m.]

Capital Planning Update.

Mr. Bryan Gleckler, Vice President for Business Services, highlighted the College's current, eight-year capital plan. He highlighted the need, proposed construction, estimated costs, and timeline for four building projects including:

- Workforce and Community Education Building.
- Neal Hall Renovation.
- Alumni Building.
- Solar Panel Expansion.

Technology Refresh.

Mr. Lee Spaniol, Director of Information Systems and Services, presented on a proposed Technology Refresh project. He provided a handout detailing specific items within the overall plan, and he said the projected total cost for all identified projects is \$2,489,387.38.

Bonding Needs.

Trustees heard a presentation from Mr. Gleckler highlighting upcoming bonding needs. He proposed that the College issue bonds for approximately \$11.5 million for the following projects:

- Neal Hall Renovation.
- Construction of a Workforce Center on the main campus.
- Technology Refresh project.
- Solar Expansion project.
- Possible Parking Lot project.

Mr. Gleckler said that after this fiscal year, the only bond the College will be paying off will be for the Luther Student Center Renovation/Addition. He also said the additional bonding can be done without increasing the tax burden on the district. Mr. Gleckler then explained the timeline for the bonding process, with action items to be submitted to the Board each month from November 2019 through Feb. 2020. He also said the proposed bond pay back schedule will occur over a four-year period. Finally, he noted that this timeline will align with the bond authorization forecast for the proposed Rural Development Technology Project.

[The Board took a break from 3:21 p.m. to 3:30 p.m.]

Tour of Luther Student Center Addition/Renovation.

Mr. Gleckler and Ms. Gerl facilitated for the Trustees a tour of the Luther Student Center Addition/Renovation from 3:30 p.m. to 3:58 p.m. Following the tour, the Board resumed its special meeting in room 011 of the Board and Administration Center at 4:02 p.m.

“What If” Brainstorming Session – Presidential Theme for the Year.

Dr. Bullock facilitated a brainstorming session in which he asked Trustees to consider the following:

- What if Lake Land College did not currently exist and we were tasked with starting a new community college? What would that college look like and how would you envision the role of the Board being involved in the college?

Trustees individually recorded their ideas on note cards and then worked together as a group to combine their ideas into categories. Dr. Bullock said the administration will compile all of their responses and maintain this information for future planning purposes.

Adjournment.

Lake Land College Board of Trustees
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Trustee Storm moved and Trustee Sullivan seconded to adjourn the special meeting of the Lake Land College Board of Trustees at 4:44 p.m.
Motion carried with unanimous voice vote approval.

Approved by:

Mr. Doris Reynolds, Board Chair

Mr. Gary Cadwell, Board Secretary

MEMO


TO: Dr. Josh Bullock, President
FROM: Beth Gerl, Vice President for Student Services
DATE: September 25, 2019
RE: 2019-2020 Student Ambassadors

The 2019-2020 Student Ambassadors were selected in September after a very difficult process of reviewing 35 excellent applicants. The interview committee was amazed by the amount of candidates who exemplify the Lake Land College Vision and Values.

Eighteen highly qualified candidates were selected to serve on the ambassador team as official representatives of Lake Land College. The 18 ambassadors will receive a \$500 yearly scholarship. Listed below are the names and hometowns for each student ambassador. I hope that the Board of Trustees and the Student Ambassadors will be able to meet in the near future. Thank you!

Kaitlyn Bloemer	Dieterich, IL
Kailynn Bobbett	Findlay, IL
Sam Bricker	Greenfield, IN
Eusebio Briseno	Arthur, IL
Kourtney Cordes	Effingham, IL
Lucas Duduit	Pana, IL
Alanson Gann	Paris, IL
Makenna Green	Arthur, IL
Breanne Gullidge	Louisville, IL
Taylor Hartke	Teutopolis, IL
Alexis Kiser	Oakland, IL
Emmalee Sherwood	Charleston, IL
Katherine Smith	Creal Springs, IL
Hannah Tappendorf	Altamont, IL
Chase Trainor	Shelbyville, IL
Sydney Trainor	Shelbyville, IL
Emmalyn Walk	Neoga, IL
Faith Williams	Ramsey, IL

LAKE LAND COLLEGE

To: Dr. Josh, Bullock, President 
From: Bryan Gleckler, Vice President for Business Services
Date: September 19, 2019
Re: Policy 11.08.04 – Retention of College Records

In reviewing policy 11.08.04, Retention of College Records, it became evident that this policy required updating due to changes in state requirements regarding records retention. The College solicited the assistance of our legal counsel, Robbins Schwarz, to assist in crafting a Records Retention policy that meets today's requirements. This policy has not been updated since 2004.

The attached policy has been revised to include more information about the record retention and destruction requirements in the Local Records Act. Revisions include a statement that before destroying or digitizing any College records, employees must notify the appropriate Vice President, who may then seek authorization to destroy certain records from the Local Records Commission.

I respectfully recommend the Board approve the update to Board Policy 11.08.04 to ensure the College is current with its obligations in the area of records retention.

11.08.04

Retention of College Records

A Record Retention Schedule for College records has been approved by the Local Records Unit of the Illinois State Archives, in accordance with the Local Records Act. Each employee is responsible for complying with the Local Records Act when managing public records within their possession and control. Before destroying or digitizing any College records, employees must notify the appropriate cabinet member, president, or vice president, and the College may seek authorization from the Local Records Commission. The destruction or digitization of any records must comply with the requirements set forth in Title 44, Section 4000 of the Illinois Administrative Code.

Retention and Storage of Records

The Records Retention Schedule defines certain records for various departments within the College, as well as their retention requirements. All records must be retained in accordance with these established guidelines, which are summarized in Appendix A below. Records must be maintained in their original format, unless otherwise specified. The retention schedule in Appendix A may require that certain records be retained longer than required by the Record Retention Schedule, as necessary to comply with various state and federal records retention laws. Records that may apply to multiple retention periods shall be retained for the longest applicable retention period set forth in Appendix A.

The following documents are not “records” in accordance with this policy: identical copies of documents maintained in the same file; extra copies of printed or processed materials; blank forms; and personal communications.

Destruction of Records

The College must seek authorization from the Local Records Commission before any record can be destroyed. If a record is not included in Records Retention Schedule, it cannot be destroyed. Records related to an ongoing litigation matter, criminal or civil investigation, or audit should not be disposed of until the matter is closed.

At least thirty (30) days prior to the destruction of any records, a Records Disposal Certificate must be completed and approved by the Local Records Commission. This certificate of approval will authorize the College to dispose of the specified records per the Record Retention Schedule. The College must wait to dispose of records until receipt of approval from the Local Records Commission.

When disposing of materials that contain personal information, the personal information must be rendered unreadable, unusable, and undecipherable in accordance with Title 44, Section

4000.40(b) of the Illinois Administrative Code. Personal information includes an individual's name combined with social security number; driver's license number or State identification card number; financial account information; medical information; health information; or unique biometric data.

Digitization of Records

A record may be reproduced in a microfilm or digitized electronic format and the analog/paper version destroyed before the expiration of the retention period only if the College has received authorization from the Local Records Commission. Before destroying or digitizing any College records, employees must notify the appropriate cabinet member, president, or vice president, and the College may seek authorization from the Local Records Commission.

If the Local Records Commission approves the digitization and destruction of an analog/paper version, the records must be reproduced on a durable medium that accurately and legibly reproduces the original record in all details, and that does not permit additions, deletions, or changes to the original document images.

LEGAL REF.: 50 ILCS 205/, Local Records Act.
44 Ill.Admin.Code Part 4000, Local Records Commission.

APPENDIX A

All College records must be retained in accordance with the Record Retention Schedule that has been approved by the Local Records Commission, summarized below. The Records Retention Schedule defines certain records for various departments within the College. If a record is not included in Records Retention Schedule, it cannot be destroyed.

Before destroying or digitizing any College records, employees must notify the appropriate cabinet member, president, or vice president, and the College may seek authorization from the Local Records Commission. Records related to an ongoing litigation matter, criminal or civil investigation, or audit should not be disposed of until the matter is closed.

PRESIDENT'S OFFICE RECORDS

<u>Administrative Files*</u>	<u>1 YR</u> <u>If File Is Of No Further Value</u>
<u>Applications for Authority to dispose of Local Records and Records Disposal Certificates</u>	<u>PERM</u>
<u>Board Committee Reports</u>	<u>2 YRS</u>
<u>Board Packets With Original Material Referred to in Minutes</u>	<u>PERM</u>
<u>Board Packet Without Original Material Referred to in Minutes</u>	<u>1 YR</u>
<u>Certificates of Recognition</u>	<u>PERM</u>
<u>Election Records Pertaining to Consolidation, Annexations</u>	<u>PERM</u>
<u>Election Records Not Pertaining to Consolidation, Annexations</u>	<u>1 YR</u>
<u>Employee Grievance Records</u>	<u>3 YRS</u> <u>After Settlement</u>
<u>FOIA Requests and Denials</u>	<u>2 YRS</u> <u>After Filing</u>
<u>One Copy of Meeting Minutes</u>	<u>PERM</u>
<u>Evaluation Reports.....</u>	<u>PERM</u>
<u>Official Board Policy Manuals</u>	<u>PERM</u>
<u>Position Search Committee Files.....</u>	<u>2 YRS</u> <u>After Position Filled</u>
<u>Purchase Requisitions</u>	<u>2 YRS</u>

Referendum Support Donor Records..... 7 YRS

Student Discipline/Grievance Records..... 3 YRS
After Settlement

VICE PRESIDENT FOR ACADEMIC SERVICES RECORDS

Administrative Files* 1 YR
If File Is Of No Further Value

Course/Curriculum Approvals, Changes, and Deletions PERM

Curriculum Committee Meeting Minutes PERM

Divisional Development Plans (Goals and Objectives) 7 YRS

Employee Grievance Records 3 YRS
After Settlement

I.C.C.B Program Reviews and Evaluations..... 5 YRS

Purchase Orders and Requisitions 2 YRS

ADULT EDUCATION RECORDS

Administrative Files* 1 YR
If File Is Of No Further Value

Grant Records..... 3 YRS
After Final Expenditure Report

Individual Student Grant Records 7 YRS
After Grant Repayment or Scholarship Expiration

Literacy Program Student Files..... 5 YRS

Purchase Orders and Requisitions 2 YRS

Student Enrollment and Attendance Records 5 YRS
If File Is In Student Permanent Records

Student Records (Test Results, Transcripts, Progress Reports) 5 YRS
After Student Leaves the Program

Volunteer Application Forms 5 YRS
After Inactivation

AGRICULTURE RECORDS

Administrative Files*	1 YR
	<u>If File Is Of No Further Value</u>
Budget Requests, Proposals, and Working Papers	2 YRS
Purchase Orders and Requisitions	2 YRS
Student Placement and On-the-Job Training Record***	5 YRS
	<u>After Student Transferred, Graduated, or Withdrew</u>

ALLIED HEALTH RECORDS

Administrative Files*	1 YR
	<u>If File Is Of No Further Value</u>
Applications for Employment	2 YRS
Budget Working Papers	2 YRS
Exam Scores**	60 YRS
	<u>After Student Transferred, Graduated, or Withdrew</u>
Patient Dental Records	6 YRS
	<u>After Inactivation or Ineligibility</u>
Duplicate Personnel Records	5 YRS
	<u>After Employment Termination</u>
Practical Nursing Student Permanent Records**	60 YRS
	<u>After Student Transferred, Graduated, or Withdrew</u>
Purchase Orders and Requisitions	2 YRS
Student Applicant Logs	2 YRS
Student Temporary Records**	5 YRS
	<u>After Student Transferred, Graduated, or Withdrew</u>

BUSINESS RECORDS

Administrative Files*	1 YR
	<u>If File Is Of No Further Value</u>
Duplicate Personnel Records	5 YRS
	<u>After Employment Termination</u>
Purchase Orders and Requisitions	2 YRS

COMMUNITY AND PROFESSIONAL PROGRAM RECORDS

<u>Administrative Files*</u>	<u>1 YR</u> <u>If File Is Of No Further Value</u>
<u>Copies of Class Master Schedules and Time Table Changes</u>	<u>2 YRS</u>
<u>Mileage Record Sheets</u>	<u>2 YRS</u>
<u>Duplicate Personnel Records</u>	<u>5 YRS</u> <u>After Employment Termination</u>
<u>Purchase Orders and Requisitions</u>	<u>2 YRS</u>
<u>Student Attendance Records</u>	<u>2 YRS</u> <u>If Recorded in Student Permanent Record</u>

CORRECTIONAL RECORDS

<u>Administrative Files*</u>	<u>1 YR</u> <u>If File Is Of No Further Value</u>
<u>Copies of Class Rosters</u>	<u>1 YR</u>
<u>Grant Records</u>	<u>3 YRS</u> <u>After Final Expenditure Report</u>
<u>Duplicate Personnel Records</u>	<u>5 YRS</u> <u>After Employment Termination</u>
<u>Purchase Orders and Requisitions</u>	<u>2 YRS</u>
<u>Student Records (Applications, Transcripts, Grant Awards)**</u>	<u>5 YRS</u> <u>After Student Transferred, Graduated, or Withdrew</u>
<u>Timetable Changes</u>	<u>2 YRS</u>

COSMETOLOGY RECORDS

<u>Administrative Files*</u>	<u>1 YR</u> <u>If File Is Of No Further Value</u>
<u>Receipt Reports and Job Sheets</u>	<u>2 YRS</u>
<u>Student Schedule Cards**</u>	<u>5 YRS</u> <u>After Student Transferred, Graduated, or Withdrew</u>

HUMANITIES AND COMMUNICATION RECORDS

Administrative Files*	1 YR <u>If File Is Of No Further Value</u>
Instructor Absence Slips	2 YRS
Personnel Records	5 YRS <u>After Employment Termination</u>
Purchase Orders and Requisitions	2 YRS

LEARNING RESOURCE CENTER RECORDS

College Catalogs.....	PERM <u>(1 Copy)</u>
Course Outlines	1 YR <u>After Course Expiration</u>
Purchase Orders and Requisitions	2 YRS

MATHEMATICS AND SCIENCE RECORDS

Administrative Files*	1 YR <u>If File Is Of No Further Value</u>
Budget Requests and Working Papers	2 YRS
Purchase Orders and Requisitions	2 YRS

SOCIAL SCIENCE/EDUCATION RECORDS

Administrative Files*	1 YR <u>If File Is Of No Further Value</u>
Budget Requests and Working Papers	2 YRS
Purchase Orders and Requisitions	2 YRS
Grant Records.....	3 YRS <u>After Final Expenditure Report</u>
Duplicate Personnel Records	5 YRS <u>After Employment Termination</u>
Purchase Orders and Requisitions	2 YRS
Child Care Deposit Slips	7 YRS

Child Care Fee Accounts 5 YRS
After First Attendance

Child Care Lab Enrollment Records..... 5 YRS
After Last Attendance

Child Care Procurement Records 7 YRS

TECHNOLOGY RECORDS

Administrative Files* 1 YR
If File Is Of No Further Value

Duplicate Budget Reports 2 YRS

Instructor Evaluations 2 YRS
After Employment Termination

Program Evaluations..... 2 YRS

Purchase Orders and Requisitions 2 YRS

Applications for Class Registration for Enrolled Students 5 YRS
After Graduation or Last Attendance

Applications for Class Registration for Non-Enrolled Students 3 YRS

Class Receipts 2 YRS

Contracts, Leases, and Agreements..... 10 YRS
After Termination

CENTER FOR BUSINESS AND INDUSTRY RECORDS

Administrative Files* 1 YR
If File Is Of No Further Value

Budget Requests and Working Papers 2 YRS

Cash Receipts..... 2 YRS

Employment Applications..... 2 YRS

Grant Records..... 3 YRS
After Final Expenditure Report

Purchase Orders and Requisitions 2 YRS

Snap Grant Records (Special Needs Assistance Program)..... 3 YRS
After Final Expenditure Report

VICE PRESIDENT FOR BUSINESS SERVICES ACCOUNTING RECORDS

Administrative Files* 1 YR
If File Is Of No Further Value

Accounting and Payroll Working Papers..... 3 YRS

Audit Reports PERM
(1 Copy)

Budgets..... 7 YRS

Cancelled Bonds and Coupons 2 YRS
After Cancelation or Due Date

Cancelled Checks, Bank Statements, Deposit Slips, Paid Bills, Invoices, Voided
Checks, and Vouchers..... 7 YRS

Cash Receipts, Cash Register Tapes, Check Copies, Invoice Copies 2 YRS

Credit Card Reconciliation Reports..... 7 YRS

Financial Report Batch Runs and Receipts 2 YRS

General Ledgers 7 YRS

Grant Records..... 3 YRS
After Final Expenditure Report

Illinois Department of Revenue Allotment Notices 7 YRS

Inventories and Asses Update Sheets 2 YRS
After Superseded by New Inventory

Bi-Weekly Payroll Registers..... 7 YRS

Work Salary and History Records 60 YRS
After Termination or Employee's 78th Birthday****

Payroll Registries 5 YRS
After Termination

Payroll Transmittal Reports..... 3 YRS

Purchase Orders and Requisitions 2 YRS

State Apportionment Claim Records.....	<u>7 YRS</u>
Student Address Listing	<u>1 YR</u> <u>After Administrative Use is Complete</u>
W-4 Tax Statements	<u>5 YRS</u> <u>After Employment Termination or Until Superseded By New W-4</u>
Other State and Federal Tax Statements and Reports	<u>After Administrative Use is Complete</u>
Student Address Listing	<u>1 YR</u> <u>After Administrative Use is Complete</u>
Student Loan Payment Records	<u>5 YRS</u> <u>After Last Payment or Cancellation</u>
Student Tuition and Fee Requests.....	<u>2 YRS</u>
Time Sheets.....	<u>3 YRS</u>
Tax Extension Working Papers.....	<u>2 YRS</u>
Tax Levies	<u>7 YRS</u>
Third Party Billing Files	<u>7 YRS</u>
Travel Reimbursement Records	<u>7 YRS</u>
On-the-Job Tuition Waivers	<u>2 YRS</u>

MANAGER- BUSINESS SERVICES RECORDS

Employee Insurance Policies	<u>7 YRS</u> <u>After Cancellation</u>
Employee Insurance Claims	<u>7 YRS</u> <u>After Settlement</u>
Insurance Claims Paid Listings	<u>7 YRS</u>
Insurance Policies.....	<u>7 YRS</u> <u>After Cancellation</u>
Insurance Claims	<u>7 YRS</u> <u>After Settlement</u>
Lists of Bills Paid.....	<u>7 YRS</u>

Payroll Insurance Authorization	5 YRS <u>After Employment Termination</u>
Payroll Insurance Garnishment.....	7 YRS <u>After Settlement</u>
Purchase Orders.....	2 YRS
Tax Referendum Election Records	1 YRS
Treasurer's Surety Bonds	2 YRS
Vehicle Trip Sheets.....	2 YRS
Workman's Compensation Records.....	7 YRS <u>After Settlement</u>

AUXILIARY RECORDS (BACK STAGE RECORDS)

Administrative Files*	1 YR <u>If File Is Of No Further Value</u>
Cash Register Tapes and Receipts	2 YRS <u>After Term Expiration</u>
Contracts, Leases, and Agreements (Original)	10 YRS <u>After Termination</u>
Contracts, Leases, and Agreements (Copies)	2 YRS
Financial Statement Support Documentation.....	2 YRS
Inventory Report Support Documents.....	1 YR
Invoices (Copies)	2 YRS
Personnel Files	3 YRS <u>After Administrative Use Is Complete</u>
Purchase Orders and Requisitions	2 YRS
Reconciliation Reports	2 YRS
Daily In-House Sales Reports.....	2 YRS
Time Cards	3 YRS

AUXILIARY SERVICES (BOOK STORE RECORDS)

<u>Credit Card Reconciliation Reports (Copies)</u>	<u>2 YRS</u>
<u>Monthly Department Reports</u>	<u>2 YRS</u>
<u>Daily Deposit Detail Reports</u>	<u>2 YRS</u>
<u>Dual Credit Roster Records</u>	<u>7 YRS</u>
<u>Employee Work Study Credit Form Records</u>	<u>7 YRS</u>
<u>Inventory Worksheets</u>	<u>2 YRS</u>
<u>Purchase Orders and Vouchers (Copies)</u>	<u>2 YRS</u>
<u>Receipts.....</u>	<u>2 YRS</u>
<u>Student Delinquent Book Payment Lists.....</u>	<u>1 YR</u>
	<u>After Administrative Use Is Complete</u>
<u>Student Off-Campus Rosters and Receipt Copies.....</u>	<u>2 YRS</u>
<u>Student Rental Receipts Agreements</u>	<u>2 YRS</u>
<u>Textbook Request Forms (Book Changes).....</u>	<u>2 YRS</u>
<u>Time Cards</u>	<u>3 YRS</u>
<u>Vouchers (Third Party Agreements).....</u>	<u>7 YRS</u>

FACILITIES PLANNING RECORDS

<u>Administrative Files*</u>	<u>1 YR</u>
	<u>If File Is Of No Further Value</u>
<u>Annexation Petitions and Files.....</u>	<u>PERM</u>
<u>Apportionment Studies.....</u>	<u>7 YRS</u>
<u>Asbestos Surveys</u>	<u>PERM</u>
<u>Successful Bids, Specifications, and Proposals.....</u>	<u>10 YRS</u>
	<u>After Contract Termination</u>
<u>Unsuccessful Bids, Specifications, and Proposals.....</u>	<u>3 YRS</u>
	<u>After Rejection</u>

<u>Copies of Bids, Specifications, and Proposals</u>	<u>1 YR</u> <u>After Bidding Is Complete</u>
<u>Bond Insurance Files</u>	<u>2 YRS</u> <u>After Cancellation Or Due Date</u>
<u>Budget Requests and Working Papers</u>	<u>2 YRS</u>
<u>Capital Project Plans, Drawings, and Specifications</u>	<u>PERM</u>
<u>Other Capital Projects Records.....</u>	<u>10 YRS</u> <u>After Project Completion</u>
<u>Certificates of Status of Exempt Property</u>	<u>2 YRS</u>
<u>Citizens' Petitions for Annexations, Land Dedication, Street and Alley Vacations</u> <u>.....</u>	<u>PERM</u>
<u>Other Citizens' Petitions (To Levy Additional Tax, Etc.).....</u>	<u>1 YRS</u>
<u>Collective Bargaining Agreement (1 Copy)</u>	<u>PERM</u>
<u>Other Collective Bargaining Records</u>	<u>15 YRS</u>
<u>Contracts, Leases, and Agreements.....</u>	<u>2 YRS</u> <u>After Contract Terms Are Completed</u>
<u>Copies of Contracts, Leases, and Agreements.....</u>	<u>10 YRS</u>
<u>Election Records.....</u>	<u>1 YR</u>
<u>Employee Grievances.....</u>	<u>3 YRS</u> <u>After Settlement</u>
<u>"Freedom of Information Act" Requests and Denials</u>	<u>2 YRS</u>
<u>Grant Records.....</u>	<u>3 YRS</u> <u>After Final Expenditure Report</u>
<u>Official Board Policy Manual (1 Copy)</u>	<u>PERM</u>
<u>"Prevailing Rate Wage Act" Records</u>	<u>5 YRS</u> <u>After Update</u>
<u>Property Tax Abatement Requests and Related Documentation.....</u>	<u>7 YRS</u>
<u>R.A.M.P. (Resource Allocation Management Plans).....</u>	<u>7 YRS</u>

Tax Objections3 YRS
After Settlement

HUMAN RESOURCE RECORDS

Administrative Files*1 YR
If File Is Of No Further Value

Board of Trustees Personnel Reports (Monthly)2 YRS

Collective Bargaining Records (Includes Contracts, Contract Proposals, and other
Negotiation Records)PERM

Collective Bargaining Records (Collective Bargaining Agreement and Supporting
documents)15 YRS

Employee Absence Report Summaries3 YRS

Employee Action Forms (Original)5 YRS

Employee Action Forms (Copies)2 YRS

Employee Vacation Schedules3 YRS

Job Descriptions5 YRS
After Superseded By New Description

Job Postings and Vacancy Search Files (Notices, Bids, Descriptions, Listings, and
Applications)5 YRS

Official Personnel Records60 YRS
After Termination or Employee's 78th Birthday****

Purchase Orders and Requisitions2 YRS

Receipts for Statements of Economic Interests2 YRS
After Filing with the County Clerk

Unemployment Compensation Claims7 YRS
After Settlement

F.S.A. Health Savings Accounts5 YRS
After Last Entry Date Or Final Payment

F.S.A. Payroll Deduction Authorization5 YRS
After Termination Of Employment

F.S.A. Payroll Deduction Records (Other Records)7 YRS

INFORMATION SYSTEM RECORDS

Administrative Files*1 YR
If File Is Of No Further Value

Purchase Orders.....2 YRS

MAIL ROOM RECORDS

Shipping Documents.....2 YRS

PHYSICAL PLAN RECORDS

Administrative Files*1 YR
If File Is Of No Further Value

Blueprints and DrawingsPERM

Maintenance Project Construction Plans, Drawings and SpecificationsPERM

Other Maintenance Project Records.....10 YRS
After Project Completion

Purchase Orders and Requisitions2 YRS

Vehicle Scheduling Records2 YRS

PRINT SHOP RECORDS

Administrative Files*1 YR
If File Is Of No Further Value

Bids, Specifications, and Proposals (Successful Bids)10 YRS
After Terms of Related Contract are Completed

Bids, Specifications, and Proposals (Unsuccessful Bids)3 YRS
After Rejection

Charge-Back Reports (Monthly).....2 YRS

Contracts, Leases, and Agreements (Successful Bids)10 YRS
After Terms of Related Contract are Completed

Contracts, Leases, and Agreements (Unsuccessful Bids)3 YRS
After Rejection

Print Shop Request Forms.....60 Days
After Completion of Work

Purchase Orders, Requisitions and Requests2 YRS

Vendor Payment Backup Records2 YRS

VICE PRESIDENT FOR DEVELOPMENT, COMMUNICATION, AND CREATIVE SERVICE RECORDS

Administrative Files*1 YR
If File Is Of No Further Value

Press Clippings and Releases (Press Releases with Historical Value)..... PERM

Press Clippings and Releases (All Other Records)..... 2 YRS

Purchase Orders an Requisitions 2 YRS

INSTITUTIONAL RESEARCH RECORDS

Administrative Files*1 YR
If File Is Of No Further Value

A.C.T. Profile Service Summary Reports.....3 YRS

Attrition Studies (Completed Surveys and Summaries)5 YRS

Enrollment Analysis Reports.....3 YRS

Facilities Reports3 YRS

Grade Distribution Reports3 YRS

High School Student Enrolled Listings2 YRS

I.C.C.B. Enrollment Reports.....5 YRS

I.P.E.D.S. Reports.....3 YRS

In-House Enrollment Reports.....5 YRS

In-House Follow-Up Studies5 YRS

Student Enrollment Statistics3 YRS

Student Enrollment Statistics Per 1991 Agency RequestPERM

Unit-Cost Analysis Reports7 YRS

VICE PRESIDENT FOR STUDENT SERVICES

Administrative Files*	1 YR <u>If File Is Of No Further Value</u>
Academic "Standards" Records (Documenting Student Who Fail to Meet Academic Standards) (Originals).....	5 YRS
Grant Records.....	3 YRS <u>After Final Expenditure Report</u>
Goals and Objectives Reports (Annual).....	7 YRS
Purchase Orders and Requisitions	2 YRS
"Talented Student Application" Discontinued Records (Student Loss or Discontinuance of Scholarship. Originals are in Student Permanent Files. ..	5 YRS

ADMISSIONS RECORDS

Student Add/Drop-Change of Schedule Cards	5 YRS
Student Alphabetical Listings.....	5 YRS
Student Grade Rosters (Permanent Records)	60 YRS <u>After the Student has Transferred, Graduated, or Otherwise Permanently Withdrawn From School</u>
Student Graduation Lists and Graduation Reports	PERM
Student Schedule Reports	2 YRS
Student Temporary Records (Applications for Admission, Copies of High School Transcripts, Class Substitutes, Suspensions, Dismissals, Etc.....	5 YRS <u>After Student has Transferred, Graduated or Withdrawn from School</u>
Student Transcripts.....	60 YRS <u>After the Student has Transferred, Graduated, or Otherwise Permanently Withdrawn From School</u>

ATHLETIC RECORDS

Administrative Files*	1 YR <u>If File Is Of No Further Value</u>
Athletic Contracts (Events)	2 YRS

Athletic Records (Scholarship Papers, Signed Code of Conduct, Etc.)5 YRS
After Student has Transferred, Graduated or
Withdrawn from School

Budget Requests and Working Papers2 YRS

Eligibility Lists.....2 YRS

Purchase Orders and Requisitions2 YRS

CAREER PLANNING AND PLACEMENT RECORDS

Budget Requests and Working Papers2 YRS

Career Guidance Center Progress Quarterly Reports2 YRS

Occupational Follow-Up Studies5 YRS

Purchase Orders, Requisitions and Duplicate Copies of Paid Bills.....2 YRS

Student Credential Records (Resumes, Curriculum Sheets, Credential Requests,
Etc.)5 YRS
After Graduation

FINANCIAL AID RECORDS

Administrative Files* 1 YR
If File Is Of No Further Value

College Work-Study Time Sheets 2 YRS

Ledger Sheets 7 YRS

Pell Grant Cards 7 YRS

Pell Grant Records..... 3 YRS
After Final Expenditure Report

Student Financial Aid Files 5 YRS
After Graduation or Date of Last Attendance

Student Financial Aid Inquiry Forms (IL Dept of Public Aid) 1 YR

Student Illinois Guaranteed Loan Files 7 YRS

Student Illinois Guaranteed Loan Program Cards 7 YRS

Student Pell Grant Files 3 YRS

Tuition Waiver Records..... 5 YRS
After Graduation or Date of Last Attendance

Vouchers and Claim Forms (Duplicates) 2 YRS

INDIVIDUALIZED LEARNING CENTER RECORDS

Budget Reports and Request Work Papers 2 YRS

Purchase Orders and Requisitions 2 YRS

Student Tutoring Session Date and Time Sheets 2 YRS

Tutoring Information Cards 5 YRS

Tutoring Rosters 2 YRS

Athletic Physicals 5 YRS
After Graduation or Date of Last Attendance

Health Services Insurance Records (Policies) 7 YRS
After Expiration or Cancellation

Health Services Insurance Records (Claims) 7 YRS
After Settlement

Student Health Records 5 YRS
After Graduation or Date of Last Attendance

Discipline Records (For Students with Disabilities) 5 YRS
After Graduation or Date of Last Attendance

Behavioral Intervention Records 5 YRS
After Graduation or Date of Last Attendance

Disability Service Records 5 YRS
After Graduation or Date of Last Attendance

VICE PRESIDENT FOR WORKFORCE DEVELOPMENT RECORDS

Administrative Files* 1 YR
If File Is Of No Further Value

Applications for Student Field Trips 1 YR

Education for Employment Plans 5 YRS
After Graduation

Employee Action Forms (Copies) 2 YRS

<u>Grant Records.....</u>	<u>3 YRS</u> <u>After Final Expenditure Report</u>
<u>I.C.C.B. Curriculum Approvals, Changes, and Deletions</u>	<u>PERM</u>
<u>Intergovernmental Agency Agreements.....</u>	<u>5 YRS</u> <u>After Termination or Completion of Contract Terms</u>
<u>Purchase Orders and Requisitions</u>	<u>2 YRS</u>
<u>Vocational Instruction Practicum Applications</u>	<u>2 YRS</u>

FOUNDATION RECORDS

<u>Administrative Files*</u>	<u>1 YR</u> <u>If File Is Of No Further Value</u>
<u>Audits and Audit Worksheets (Worksheets).....</u>	<u>7 YRS</u>
<u>Audit Reports</u>	<u>PERM</u>
<u>Duplicate Audit Reports.....</u>	<u>1 YR</u>
<u>Blueprint and Plans</u>	<u>PERM</u>
<u>Board Reports Including Treasurer's Monthly Reports (Original).....</u>	<u>PERM</u>
<u>Board Reports Including Treasurer's Monthly Reports (Copies).....</u>	<u>1 YR</u>
<u>Budgets (Including Special Event Budgets)</u>	<u>7 YRS</u>
<u>Cancelled Checks, Bank Statements, Deposit Slips, Paid Bills, Invoices</u>	<u>7 YRS</u>
<u>Certificate of Status Tax Exempt Property</u>	<u>2 YRS</u>
<u>Chart of Accounts</u>	<u>Dispose When Superseded By a New Chart</u>
<u>Charter and By-Laws</u>	<u>PERM</u>
<u>Deeds, Purchase, Bill of Sale.....</u>	<u>1 YRS</u> <u>After Property is Sold</u>
<u>Donations.....</u>	<u>7 YRS</u>
<u>General Ledgers and Journal Entries</u>	<u>7 YRS</u>
<u>Grant Records.....</u>	<u>3 YRS</u> <u>After Final Expenditure Report</u>

<u>Insurance Policies and Claims (Policies)</u>	<u>7 YRS</u> <u>After Expiration or Cancellation</u>
<u>Insurance Policies and Claims (Claims).....</u>	<u>7 YRS</u> <u>After Settlement</u>
<u>Investment Records (Certificates of Deposit, Securities, Treasury Notes, and Other Records)</u>	<u>7 YRS</u>
<u>Legal Judgments and Settlement Agreements</u>	<u>PERM</u>
<u>Legal Case Files (Other Records).....</u>	<u>3 YRS</u> <u>After Settlement</u>
<u>Minutes of Meetings (Originals)</u>	<u>PERM</u>
<u>Minutes of Meetings (Duplicates).....</u>	<u>1 YR</u>
<u>Property Leases.....</u>	<u>10 YRS</u> <u>After Termination or Completion of Terms of</u> <u>Contract, Agreement, or Lease</u>
<u>Reconciliation Records (Including Special Event Records)</u>	<u>2 YRS</u>
<u>Requisitions for Payment Reimbursements</u>	<u>3 YRS</u>
<u>Resolutions</u>	<u>60 Days</u> <u>If Recorded in Minute Book</u>
<u>Scholarship Records.....</u>	<u>7 YRS</u>
<u>Tax Return Records.....</u>	<u>7 YRS</u>
<u>Trial Balance Reports</u>	<u>2 YRS</u>

* “Administrative Files” include: convenience copies, working papers, and miscellaneous correspondence (including emails) classified as general correspondence and not related to another record series.

** Parents must be notified of the destruction schedule for student permanent records.

*** Parents must be notified before the disposal of any student temporary records.

**** If an employee remains working after the age of 78, records may be disposed of 10 years after the employee’s termination.

A retention and disposal schedule for College records has been approved by the local records commission of the Illinois State Archives. Source documents regarding data, then, will be retained for the period of time required for auditing purposes and as required by any state or federal regulation. The documents will be stored and kept in a manner allowing for safekeeping and reasonable availability. Under the Records Disposal Certificate, the length of time for the retention of each document is listed below; however, before any document is destroyed, a proper form must be secured from the appropriate vice president and submitted to the Illinois State Archives.

One Year	
Board of Trustees election records	
Citizens' petitions	Except relating to annexations, land dedications, street and alley vacations – keep permanently.
Financial aid transcripts	
Tax referendum election records	
Unsolicited applications for employment	
Two Years	
Accounting & payroll working papers	
Athletic eligibility lists	
Board committee reports	

Budget requests & working papers	
----------------------------------	--

Canceled bonds & coupons	
Cash receipt files & cash register receipt tapes	
Certificates of Status of Exempt Property	
Check copies	
Employee time sheets	
Employee absence reports	
Inventories & asset update sheets	
Monthly chargeback reports	
Payroll periodic registers & computer printouts	
Purchase orders	
Refund request forms	
Solicited Applications for Employment	
Student applicant log	
Tax extension working papers	
Treasurer's bonds	Two years after expiration of term of office
Vehicle scheduling books	
Vendor payment backup records	
Vocational instruction practicum (VIP) applications	

Three Years	
Grade distribution reports	
Grant administration files	After completion of grant - includes JTPA/WIA, PELL, DOC, etc.
IPEDS reports	
Tax objections	Following settlement.
Five Years	
Academic Standards files	
Attrition studies	
Client case files	JTPA/WIA
Employee grievances	
Enrollment reports	
Facilities reports	
Job postings & position vacancy search files	
Job descriptions	Five years after superseded by new.
JTPA/WIA participant & post-program files	
Occupational follow-up studies	
Patient dental records	
Payroll deduction authorization forms for insurance	
Prevailing wage rate schedules	

Students' permanent files	Includes enrollment, attendance, credential file, tutoring cards, add/drop cards, schedule reports, financial aid, Illinois Guaranteed loan, athletic records, discipline/grievance files, etc.
Talented Student Application discontinuation files	
W-4's	Five years after termination.
Seven Years	
Authorization for partial student support while attending a recognized college	
Bills – list of paid bills, invoices, & third-party	
Budget reports	
Canceled checks, bank statements, deposit slips	
Computer financial reports	
General ledgers	
Goals & objectives reports	
Insurance policies, records, claims, claims paid, & all employee insurance files	
Property tax abatement requests	
RAMP reports	
Referendum support donor cards	

State apportionment claims	
State & federal tax statements & reports	W-2's, etc.
Statements of Economic Interest	
Student loan payment files	Including SIGL & PELL
Tax levies	
Travel expense reimbursement files	
Unemployment compensation claims	
Unit cost reports	
Vo-Tech education for employment plans	
Workmen's compensation files	
Ten Years	
Bids, specifications, proposals	
Bond issuance files	Including bidding documents
Contracts & agreements	Including cooperative agreements with other colleges
Freedom of Information requests & denials	
Leases & maintenance agreements	
Fifteen Years	
Support documentation for collective bargaining	
Sixty Years	
Mattoon School of Practical Nursing student records	

Payroll year-end registers	Retain individual earnings records for 60 years or until terminated employee's 78th birthday, whichever occurs first. If employee has not retired by age 78, retain for 10 years after termination of employment.
Personnel files	Retain individual work and salary history records for 60 years or until terminated employee's 78th birthday, whichever occurs first. If employee has not retired by age 78, retain for 10 years after termination of employment. Retain all other records in this series for 5 years after termination of employment.
Student transcripts	
Student examination scores	
Permanently	
Annexation petitions and files	
Application for Authority to Dispose of Local Records and Local Records Disposal Certificates (State of Illinois)	
Asbestos survey	
Audit reports	
Blueprints & drawings (original)	

Board meeting minutes	
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Capital projects & maintenance projects	Including construction plans, drawings, specifications - retain other records in this series for 10 years following completion of project.
Certificates of Recognition from ICCB	
Collective bargaining agreements	
College catalogs	
Course/curriculum approvals, changes, deletions and curriculum committee meeting minutes	
North Central Association evaluation reports, self-studies and files	
Official Board Policy Manual	
Press releases	
Press clippings	
Program reviews & evaluations sent to ICCB	
Student graduation lists and reports	
Student enrollment statistics	
Student grade rosters	

Adopted November 9, 1998

Revised May 10, 2004

Revised

MEMO

TO: Dr. Josh Bullock, President

FROM: Beth R. Gerl, Vice President for Student Services

DATE: September 30, 2019

RE: 2019 Student Laureate Nomination

Each year, every Illinois community college has the opportunity to nominate one outstanding student for the Illinois Community College Student Laureate Award from the Lincoln Academy of Illinois. Student Laureates are honored for their “leadership and service in the pursuit of the betterment of humanity and for overall excellence in curricular and extracurricular activities”.

I am pleased to announce that the 2019 Lake Land College Student Laureate nominee will be Ms. Shelbie Kile. As an executive board member of the Student Government Association and Student Trustee, Shelbie has demonstrated strong leadership and service to Lake Land College students and excellence in curricular and extracurricular activities. Shelbie is an excellent representative of the outstanding students that make up our Lake Land College community.

Our nomination is submitted to the Illinois Community College Board staff who will select one nominee to represent the Illinois Community College System. The statewide winner will be recognized at a ceremony held at the Old State Capitol in Springfield on November 16, 2019.

I would like to recognize Shelbie as the Lake Land College nominee at the October meeting of the Board of Trustees. Thank you.

MEMO

TO: Dr. Jonathan Bullock, President
FROM: Jon Althaus, Vice President for Academic Services *JA*
DATE: September 18, 2019
RE: Curriculum Committee Activity

Attached is a listing of new courses and curricula as well as changes in current courses and curricula that have been approved by the Curriculum Committee from April 2019 to September 2019.

Please share this listing with the Board of Trustees at their regular meeting of October 14. I will be available to answer any questions you or the Board may have.

Attachment

Curriculum Committee Highlights April 2019 – September 2019

Course Changes

- AHE 052 Acute Care for the CNA (Withdrawn)
- AHE 053 Medical Office Practice (Withdrawn)
- CAD 062 Introduction to Solidworks (Prerequisite)
- CIM 060 Computer Numerical Control Machining (Prerequisite)
- EET 085 Electronic Projects (Title Change)
- ITT 073 Web Scripting III (Repeatability)

Calendar of Events

Thursday, November 7, 2019	Resource and Development Committee Meeting 8 a.m. – Board & Administration Center 011 Finance Committee Meeting 9 a.m. – Board & Administration Center 011
Monday, November 11, 2019	5:15 p.m. – Board Dinner – Board & Administration Center 011 6 p.m. – Board Meeting – Board & Administration Center 011
Wednesday, December 4, 2019	11 a.m. – 1 p.m. Holiday Luncheon Field House
Thursday, December 5, 2019	Resource and Development Committee Meeting 8 a.m. – Board & Administration Center 011 Finance Committee Meeting 9 a.m. – Board & Administration Center 011 Luther Student Center Grand Reopening 3 p.m. – 6:30 p.m. Open House 5:30 p.m. Rededication Ceremony
Monday, December 9, 2019	5:15 p.m. – Board Dinner – Board & Administration Center 011 6 p.m. – Board Meeting – Board & Administration Center 011
Dec. 24, 2019 - Jan.1, 2020	College Closed for Holiday Break
Thursday, Jan. 9, 2020	Resource and Development Committee Meeting 8 a.m. – Board & Administration Center 011 Finance Committee Meeting 9 a.m. – Board & Administration Center 011
Friday, Jan. 10, 2020	Spring 2020 Opening Day
Monday, Jan. 13, 2020	5:15 p.m. – Board Dinner – Board & Administration Center 011 6 p.m. – Board Meeting – Board & Administration Center 011
Thursday, Feb. 6, 2020	Resource and Development Committee Meeting 8 a.m. – Board & Administration Center 011 Finance Committee Meeting 9 a.m. – Board & Administration Center 011
Monday, Feb. 10, 2020	5:15 p.m. – Board Dinner – Board & Administration Center 011 6 p.m. – Board Meeting – Board & Administration Center 011
Thursday, March 5, 2020	Resource and Development Committee Meeting 8 a.m. – Board & Administration Center 011 Finance Committee Meeting 9 a.m. – Board & Administration Center 011

Monday, March 9, 2020	5:15 p.m. – Board Dinner – Board & Administration Center 011 6 p.m. – Board Meeting – Board & Administration Center 011
Thursday, April 9, 2020	Resource and Development Committee Meeting 8 a.m. – Board & Administration Center 011 Finance Committee Meeting 9 a.m. – Board & Administration Center 011
Monday, April 13, 2020	5:15 p.m. – Board Dinner – Board & Administration Center 011 6 p.m. – Board Meeting – Board & Administration Center 011

Lake Land College Board of Trustees



RESOLUTION NUMBER: 1019-003

DATE: October 14, 2019

RESOLUTION FOR APPOINTMENT OF TREASURER AND APPROVAL OF TREASURER'S SURETY BONDS

WHEREAS, the Board of Trustees of Lake Land College, Community College District No. 517 (the "College") is authorized by the Public Community College Act (the "Act") to oversee the financial affairs of the College and to appoint a College Treasurer, the faithful discharge of whose duties shall be secured by a surety bond(s) in accordance with Sections 3-18 and 3-19 of the Act, 110 ILCS 805/3-18 and -/3-19; and

WHEREAS, the office of Treasurer has become vacant due to its former holder's resignation, Mr. Bryan Gleckler, as the Vice President for Business Services at Lake Land College, such that the Board has need to fill the vacancy and to approve a surety bond(s) for the appointed Treasurer;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Community College District No. 517, Counties of Christian, Clark, Clay, Coles, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie and Shelby, State of Illinois (the "Board") as follows:

Section 1. The Board hereby revokes Mr. Gleckler's authority as Treasurer and appoints Ms. Jean Anne Grunloh, Senior Executive to the President at Lake Land College, to serve as Treasurer at the pleasure of the Board for no additional compensation.

Section 2. The Board hereby approves the Treasurer’s Bonds provided by Travelers Casualty and Surety Company of America, copies of which will be attached to and made a part of this Resolution, and authorizes the Chair and Secretary of the Board to sign the Bonds on the Board’s behalf. The Surety Bonds will also be posted on the web page of the Lake Land College Board of Trustees.

Section 3. This Resolution shall take effect immediately upon passage.

ADOPTED this 14th day of October, 2019 by the following vote:

AYES:

NAYS:

ABSENT:

BOARD OF TRUSTEES
LAKE LAND COLLEGE
COMMUNITY COLLEGE DISTRICT NO. 517
COUNTIES OF CHRISTIAN, CLARK, CLAY,
COLES, CRAWFORD, CUMBERLAND,
DOUGLAS, EDGAR, EFFINGHAM, FAYETTE,
JASPER, MACON, MONTGOMERY,
MOULTRIE, AND SHELBY
STATE OF ILLINOIS

By: _____

Chair

Attest: _____

Secretary

SECRETARY'S CERTIFICATE

I, _____, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Trustees of Lake Land College, Community College District No. 517, Counties of Christian, Clark, Clay, Coles, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie, and Shelby, State of Illinois, (the "College District") and as such official, I am the keeper of the records and files of the Board of Trustees of said College District.

I do further certify that the foregoing Resolution for Appointment of Treasurer and Approval of Treasurer's Surety Bond(s) is a true, correct and complete copy of that Resolution as adopted by the Board of Trustees of the College District at a meeting held on the 14th day of October, 2019.

I do further certify that the deliberations of the members of the Board of Trustees on the adoption of the Resolution were taken openly; that the vote on the adoption of the Resolution was taken openly; that the meeting was held at a specified time and place convenient to the public; that notice of the meeting was duly given to all newspapers, radio or television stations, and other news media requesting notice; and that the meeting was called and held in strict compliance with the provisions of the Illinois Open Meetings Act, as amended, and the applicable provisions of the Public Community College Act of the State of Illinois, and that this Board of Trustees has complied with all of the applicable provisions of said Acts and with all the procedural rules of the Board of Trustees.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 14th day of October, 2019.

Secretary, Board of Trustees

Lake Land College Board of Trustees



RESOLUTION NUMBER: 1019-004

DATE: October 14, 2019

RESOLUTION FOR COLLEGE TREASURER TO ACT AS FISCAL AGENT

WHEREAS, the Board of Trustees of Lake Land College, Community College District No. 517 (the "College") is authorized by the Illinois Public Community College Act to oversee the financial affairs of the College; and

WHEREAS, bank accounts are established in the name of the College for depositing and investing monies; and

WHEREAS, daily financial transactions are conducted to support the business needs of the College; and

WHEREAS, the Board of Trustees has elected Ms. Jean Anne Grunloh as Treasurer to oversee the business of the College; and

THEREFORE, BE IT RESOLVED by the Board of Trustees of Community College District No. 517, Counties of Christian, Clark, Clay, Coles, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie and Shelby, State of Illinois (the "Board") as follows:

Section 1: The Treasurer be authorized and directed to open bank accounts in the name of the College. Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit.

Section 2: The Treasurer be authorized and directed to borrow money on behalf and in the name of the College, sign, execute and deliver promissory notes or other evidences of indebtedness. The Treasurer be authorized and directed to endorse, assign, transfer, mortgage or pledge property now owned or hereafter acquired by the College as security for sums borrowed.

Section 3: The Treasurer and President sign all documents of promissory notes or other evidence of indebtedness.

Section 4: The Treasurer be authorized and directed to enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box on behalf and in the name of the College.

ADOPTED this 14th day of October, 2019 by the following vote:

AYES:

NAYS:

ABSENT:

BOARD OF TRUSTEES
LAKE LAND COLLEGE
COMMUNITY COLLEGE DISTRICT NO. 517
COUNTIES OF CHRISTIAN, CLARK, CLAY,
COLES, CRAWFORD, CUMBERLAND,
DOUGLAS, EDGAR, EFFINGHAM, FAYETTE,
JASPER, MACON, MONTGOMERY,
MOULTRIE, AND SHELBY
STATE OF ILLINOIS

By: _____

Chair

Attest: _____

Secretary

SECRETARY'S CERTIFICATE

I, _____, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Trustees of Lake Land College, Community College District No. 517, Counties of Christian, Clark, Clay, Coles, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie, and Shelby, State of Illinois, (the "College District") and as such official, I am the keeper of the records and files of the Board of Trustees of said College District.

I do further certify that the foregoing Resolution for College Treasurer to Act as Fiscal Agent is a true, correct and complete copy of that Resolution as adopted by the Board of Trustees of the College District at a meeting held on the 14th day of October, 2019.

I do further certify that the deliberations of the members of the Board of Trustees on the adoption of the Resolution were taken openly; that the vote on the adoption of the Resolution was taken openly; that the meeting was held at a specified time and place convenient to the public; that notice of the meeting was duly given to all newspapers, radio or television stations, and other news media requesting notice; and that the meeting was called and held in strict compliance with the provisions of the Illinois Open Meetings Act, as amended, and the applicable provisions of the Public Community College Act of the State of Illinois, and that this Board of Trustees has complied with all of the applicable provisions of said Acts and with all the procedural rules of the Board of Trustees.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 14TH day of October, 2019.

Secretary, Board of Trustees

Lake Land College Board of Trustees



RESOLUTION NUMBER: 1019-005

DATE: October 14, 2019

RESOLUTION APPROVING SIGNATURE CARD AND "CORPORATE AUTHORIZATION RESOLUTION" FOR DELIVERY TO DEPOSITORY MIDLAND STATES BANK

WHEREAS, the Board of Trustees of Lake Land College, Community College District No. 517 (the "College") is authorized by the Public Community College Act (the "Act") to oversee the financial affairs of the College, and has in that capacity previously designated Midland States Bank (the "Bank") as a depository bank for the College; and

WHEREAS, it is necessary and appropriate at this time to update the Signature Card and Corporate Authorization Resolution provided to the Bank;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Community College District No. 517, Counties of Christian, Clark, Clay, Coles, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie and Shelby, State of Illinois (the "Board") as follows:

Section 1. The Board further hereby approves the provisions and form of the Signature Card as shown on the copy of said document which, as completed and signed by College President Dr. Jonathan Bullock, is attached as Exhibit A to and hereby made a part of this Resolution.

Section 2. The Board hereby approves the provisions and form of the Corporate Authorization Resolution as shown on the copy of said document which, as completed and signed on behalf of the College by Board Chair Doris Reynolds, Board Secretary Gary Cadwell, and College President Dr. Jonathan Bullock, is attached as Exhibit B to and hereby made a part of this Resolution.

Section 3. The Secretary of the Board shall cause the originals of the Signature Card and the Corporate Authorization Resolution to be delivered to Midland States Bank.

Section 4. This Resolution shall take effect immediately upon passage, and shall supersede and replace all Resolutions previously adopted by the Board which pertain to the subject matter hereof.

ADOPTED this 14th day of October, 2019 by the following vote:

AYES:

NAYS:

ABSENT:

BOARD OF TRUSTEES
LAKE LAND COLLEGE
COMMUNITY COLLEGE DISTRICT NO. 517
COUNTIES OF CHRISTIAN, CLARK, CLAY,
COLES, CRAWFORD, CUMBERLAND,
DOUGLAS, EDGAR, EFFINGHAM, FAYETTE,
JASPER, MACON, MONTGOMERY,
MOULTRIE, AND SHELBY
STATE OF ILLINOIS

By: _____

Chair

Attest: _____

Secretary

SECRETARY'S CERTIFICATE

I, _____, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Trustees of Lake Land College, Community College District No. 517, Counties of Christian, Clark, Clay, Coles, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie, and Shelby, State of Illinois, (the "College District") and as such official, I am the keeper of the records and files of the Board of Trustees of said College District.

I do further certify that the foregoing Resolution Approving Signature Card and "Corporate Authorization Resolution" for Delivery to Midland States Bank is a true, correct and complete copy of that Resolution as adopted by the Board of Trustees of the College District at a meeting held on the 14th day of October, 2019.

I do further certify that the deliberations of the members of the Board of Trustees on the adoption of the Resolution were taken openly; that the vote on the adoption of the Resolution was taken openly; that the meeting was held at a specified time and place convenient to the public; that notice of the meeting was duly given to all newspapers, radio or television stations, and other news media requesting notice; and that the meeting was called and held in strict compliance with the provisions of the Illinois Open Meetings Act, as amended, and the applicable provisions of the Public Community College Act of the State of Illinois, and that this Board of Trustees has complied with all of the applicable provisions of said Acts and with all the procedural rules of the Board of Trustees.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 14th day of October, 2019.

Secretary, Board of Trustees

Account Agreement

Date: Board Book Page 66

Institution Name & Address

Midland States Bank
 Effingham Main
 110 S 5th St
 Effingham, IL 62401-0000

Owner/Signer Information 1

Name	JONATHAN B BULLOCK	
Relationship	Authorized Signer	
Address	1721 BROADMOOR MATTOON, IL 61938	
Mailing Address (if different)		
Gov't Issued Photo ID (type, number, state, issue date, exp. date)	[REDACTED]	
Other ID (description, details)		
Employer		
Previous Financial Inst.		
E-Mail	JBULLOCK@LAKELANDCOLLEGE.EDU	
Work Phone	(217) 234-5012	
Home Phone:		Mobile Phone:
Birth Date:	[REDACTED]	SSN/TIN:

Ownership of Account

The specified ownership will remain the same for all accounts.

- Individual
- Joint with Survivorship (not as tenants in common)
- Joint with No Survivorship (as tenants in common)
- Sole Proprietorship or Single Member LLC Partnership
- LLC-enter tax classification (C Corp S Corp Partnership)
- C Corporation S Corporation Public Funds
- Trust-Separate Agreement Dated: _____
- _____

Beneficiary Designation

(Check appropriate ownership above.)

- Revocable Trust Pay-On-Death (POD)
- _____

Beneficiary Name(s), Address(es), and SSN(s)

(Check appropriate beneficiary designation above.)

Internal Use

Account Title & Address

LAKE LAND COLLEGE
 5001 LAKE LAND BLVD
 MATTOON, IL 61938

Enter **Non-Individual Owner Information** on page 2. There is additional **Owner/Signer Information** space on page 2.

If checked, this is a temporary account agreement.

Number of signatures required for withdrawal: _____.

Signature(s)

The undersigned authorize the financial institution to investigate credit and employment history and obtain reports from consumer reporting agency(ies) on them as individuals. Except as otherwise provided by law or other documents, each of the undersigned is authorized to make withdrawals from the account(s), provided the required number of signatures indicated above is satisfied. The undersigned personally and as, or on behalf of, the account owner(s) agree to the terms of, and acknowledge receipt of copy(ies) of, this document and the following:

- Terms & Conditions Truth in Savings Funds Availability
- Electronic Fund Transfers Privacy Substitute Checks
- Common Features Service Fees

Authorized Signer (See Owner/Signer Information for Authorized Signer designation(s).)

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

(1): [X]
 JONATHAN B BULLOCK

I.D. # [REDACTED] D.O.B. [REDACTED]

(2): [X]

I.D. # _____ D.O.B. _____

(3): [X]

I.D. # _____ D.O.B. _____

(4): [X]

I.D. # _____ D.O.B. _____

Owner/Signer Information 2

Name	
Relationship	
Address	
Mailing Address (if different)	
Gov't Issued Photo ID (type, number, state, issue date, exp. date)	
Other ID (description, details)	
Employer	
Previous Financial Inst.	
E-Mail	
Work Phone	
Home Phone:	Mobile Phone:
Birth Date:	SSN/TIN:

Owner/Signer Information 3

Name	
Relationship	
Address	
Mailing Address (if different)	
Gov't Issued Photo ID (type, number, state, issue date, exp. date)	
Other ID (description, details)	
Employer	
Previous Financial Inst.	
E-Mail	
Work Phone	
Home Phone:	Mobile Phone:
Birth Date:	SSN/TIN:

Owner/Signer Information 4

Name	
Relationship	
Address	
Mailing Address (if different)	
Gov't Issued Photo ID (type, number, state, issue date, exp. date)	
Other ID (description, details)	
Employer	
Previous Financial Inst.	
E-Mail	
Work Phone	
Home Phone:	Mobile Phone:
Birth Date:	SSN/TIN:

Important Account Opening Information. Federal law requires us to obtain sufficient information to verify your identity. You may be asked several questions and to provide one or more forms of identification to fulfill this requirement. In some instances we may use outside sources to confirm the information. The information you provide is protected by our privacy policy and federal law.

Non-Individual Owner Information Board Book Page 67

Name	LAKE LAND COLLEGE
State/Country & Date of Organization	
Nature of Business	
Address	5001 LAKE LAND BLVD MATTOON, IL 61938
Mailing Address (if different)	
Authorization/Resolution Date	
Previous Financial Inst.	
E-Mail	JBULLOCK@LAKELANDCOLLEGE.EDU
Phone	

EIN: XX-XXX6233 Mobile Phone:

Account Description	Account #	Initial Deposit/Source
Treasury First MMDA		\$ _____ <input type="checkbox"/> Cash <input type="checkbox"/> Check
		\$ _____ <input type="checkbox"/> Cash <input type="checkbox"/> Check
		\$ _____ <input type="checkbox"/> Cash <input type="checkbox"/> Check

Services Requested

ATM Debit/Check Cards (No. Requested: _____)

_____ _____

_____ _____

Backup Withholding Certifications

(If not a "U.S. Person", certify foreign status separately)

By signing signature field (1) on this document, I certify under penalties of perjury that the statements made in this section are true and that I am a U.S. citizen or other U.S. person (as defined in the instructions).

Taxpayer I.D. Number - TIN: 37-0896233
The Taxpayer Identification Number (TIN) shown is my correct taxpayer identification number.

Backup Withholding. I am not subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.

Exempt Recipients. I am an exempt recipient under the Internal Revenue Service Regulations. Exempt payee code (if any) _____

FATCA Code. The FATCA code entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Other Terms/Information

--

Corporate Authorization Resolution

Midland States Bank
Effingham Main
110 S 5th St
Effingham, IL 62401-0000

By: LAKE LAND COLLEGE
5001 LAKE LAND BLVD
MATTOON, IL 61938

Referred to in this document as "Financial Institution"

Referred to in this document as "Corporation"

I, _____, certify that I am Secretary (clerk) of the above named corporation organized under the laws of _____, Federal Employer I.D. Number 37-0896233, engaged in business under the trade name of LAKE LAND COLLEGE, and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of the Board of Directors of the Corporation duly and properly called and held on (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)
JONATHAN B BULLOCK		
A. _____	X _____	X _____
B. _____	X _____	X _____
C. _____	X _____	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
A _____	(1) Exercise all of the powers listed in this resolution.	01 _____
_____	(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 Corporation's express limitations on the powers granted under this resolution.

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 as 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 in this resolution, 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.

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 Directors of the Corporation has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the resolutions stated above 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 Corporation on _____ (date).

Secretary

Attest by One Other Officer

For Financial Institution Use Only		HXP002
Acknowledged and received on	09/23/2019	(date) by _____ (initials)
<input type="checkbox"/> This resolution is superseded by resolution dated _____ .		
Comments:		

Lake Land College Board of Trustees



RESOLUTION NUMBER: 1019-006

DATE: October 14, 2019

RESOLUTION APPROVING "RESOLUTIONS OF LODGE, ASSOCIATION OR OTHER SIMILAR ORGANIZATION" AND SIGNATURE CARDS FOR DELIVERY TO DEPOSITORY FIRST MID BANK & TRUST

WHEREAS, the Board of Trustees of Lake Land College, Community College District No. 517 (the "College") is authorized by the Public Community College Act (the "Act") to oversee the financial affairs of the College, and has in that capacity previously designated First Mid Bank & Trust (the "Bank") as a depository bank for the College; and

WHEREAS, it is necessary and appropriate at this time to update the Resolutions of Lodge, Association or Other Similar Organization and Signature Cards provided to the Bank;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Community College District No. 517, Counties of Christian, Clark, Clay, Coles, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie and Shelby, State of Illinois (the "Board") as follows:

Section 1. The Board hereby approves the provisions and form of the Resolutions of Lodge, Association or Other Similar Organization as shown on the copy of said document which, as completed and signed on behalf of the College by Board Chair Doris Reynolds, Board Secretary Gary Cadwell, College Treasurer Jean Anne Grunloh, and College President Dr. Jonathan Bullock, is attached as Exhibit A and B to and hereby made a part of this Resolution.

Section 2. The Board further hereby approves the provisions and form of the Signature Cards as shown on the copy of said document which, as completed and signed by College

Treasurer Jean Anne Grunloh and College President Dr. Jonathan Bullock, is attached as Exhibit C to and hereby made a part of this Resolution.

Section 3. The Secretary of the Board shall cause the originals of the Resolutions of Lodge, Association or Other Similar Organization and Signature Cards to be delivered to First Mid Bank & Trust.

Section 4. This Resolution shall take effect immediately upon passage, and shall supersede and replace all Resolutions previously adopted by the Board which pertain to the subject matter hereof.

ADOPTED this 14th day of October, 2019 by the following vote:

AYES:

NAYS:

ABSENT:

BOARD OF TRUSTEES
LAKE LAND COLLEGE
COMMUNITY COLLEGE DISTRICT NO. 517
COUNTIES OF CHRISTIAN, CLARK, CLAY,
COLES, CRAWFORD, CUMBERLAND,
DOUGLAS, EDGAR, EFFINGHAM, FAYETTE,
JASPER, MACON, MONTGOMERY,
MOULTRIE, AND SHELBY
STATE OF ILLINOIS

By: _____

Chair

Attest: _____

Secretary

SECRETARY'S CERTIFICATE

I, _____, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Trustees of Lake Land College, Community College District No. 517, Counties of Christian, Clark, Clay, Coles, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie, and Shelby, State of Illinois, (the "College District") and as such official, I am the keeper of the records and files of the Board of Trustees of said College District.

I do further certify that the foregoing Resolutions Approving Resolution of Lodge, Association or Other Similar Organization and Signature Cards for Delivery to First Mid Bank & Trust is a true, correct and complete copy of that Resolution as adopted by the Board of Trustees of the College District at a meeting held on the 14th day of October, 2019.

I do further certify that the deliberations of the members of the Board of Trustees on the adoption of the Resolution were taken openly; that the vote on the adoption of the Resolution was taken openly; that the meeting was held at a specified time and place convenient to the public; that notice of the meeting was duly given to all newspapers, radio or television stations, and other news media requesting notice; and that the meeting was called and held in strict compliance with the provisions of the Illinois Open Meetings Act, as amended, and the applicable provisions of the Public Community College Act of the State of Illinois, and that this Board of Trustees has complied with all of the applicable provisions of said Acts and with all the procedural rules of the Board of Trustees.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 14th day of October, 2019.

Secretary, Board of Trustees

Resolution of Lodge, Association or Other Similar Organization

By: LAKE LAND COLLEGE

FIRST MID BANK & TRUST
PO BOX 499
MATTOON, IL 61938

C/O JONATHAN BULLOCK
5001 LAKELAND BLVD
MATTOON IL 61938-9366

Referred to in this document as "Financial Institution"

Referred to in this document as "Association"

I, _____, certify that I am Secretary (clerk) of the above named association organized under the laws of ILLINOIS _____, Federal Employer I.D. Number 37-0896233, and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of the Association duly and properly called and held on 10/01/2019 (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 <i>(if used)</i>
A. JONATHAN BULLOCK/ PRESIDENT	X 	X _____
B. _____	X _____	X _____
C. _____	X _____	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
N/A _____	(1) Exercise all of the powers listed in this resolution.	N/A _____
A _____	(2) Open any deposit or share account(s) in the name of the Association.	1 _____
A _____	(3) Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution.	1 _____
N/A _____	(4) Borrow money on behalf and in the name of the Association, sign, execute and deliver promissory notes or other evidences of indebtedness.	N/A _____
N/A _____	(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 Association 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.	N/A _____
_____	(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 Association's express limitations on the powers granted under this resolution.

Resolutions

The Association named on this resolution resolves that,

- (1) The Financial Institution is designated as a depository for the funds of the Association 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 Association and certified to the Financial Institution as governing the operation of this association'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 Association. Any Agent, so long as they act in a representative capacity as an Agent of the Association, 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 Association with the Financial Institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.
- (5) The Association agrees to the terms and conditions of any account agreement, properly opened by any Agent of the Association. The Association authorizes the Financial Institution, at any time, to charge the Association 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 Association acknowledges and agrees that the Financial Institution may furnish at its discretion automated access devices to Agents of the Association 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 Association 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 Association 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 Association authorizes each Agent to have custody of the Association'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).

Effect on Previous Resolutions. This resolution supersedes resolution dated _____ completed, all resolutions remain in effect.

Certification of Authority

I further certify that the Association has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the resolutions stated above 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 Association is a non-profit lodge, association or similar organization.

(Secretary)

(Attest by Other Officer)

(Attest by Other Officer)

For Financial Institution Use Only

Acknowledged and received on _____

(date) by _____ (initials)

This resolution is superseded by resolution dated _____

N/A

Comments:

Resolution of Lodge, Association or Other Similar Organization

By: LAKE LAND COLLEGE

FIRST MID BANK & TRUST
PO BOX 499
MATTOON, IL 61938

C/O JEAN GRUNLOH
5001 LAKELAND BLVD
MATTOON IL 61938-9366

Referred to in this document as "Financial Institution"

Referred to in this document as "Association"

I, _____, certify that I am Secretary (clerk) of the above named association organized under the laws of ILLINOIS _____, Federal Employer I.D. Number 37-0896233, and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of the Association duly and properly called and held on 10/03/2019 (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. JONATHAN BULLOCK/ PRESIDENT	X _____	X _____
B. JEAN GRUNLOH/TREASURER	X _____	X _____
C. _____	X _____	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
N/A	(1) Exercise all of the powers listed in this resolution.	N/A
A B	(2) Open any deposit or share account(s) in the name of the Association.	1
A B	(3) Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution.	1
N/A	(4) Borrow money on behalf and in the name of the Association, sign, execute and deliver promissory notes or other evidences of indebtedness.	N/A
N/A	(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 Association 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.	N/A
_____	(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 Association's express limitations on the powers granted under this resolution.

Resolutions

The Association named on this resolution resolves that,

- (1) The Financial Institution is designated as a depository for the funds of the Association 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 Association and certified to the Financial Institution as governing the operation of this association'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 Association. Any Agent, so long as they act in a representative capacity as an Agent of the Association, 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 Association with the Financial Institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.
- (5) The Association agrees to the terms and conditions of any account agreement, properly opened by any Agent of the Association. The Association authorizes the Financial Institution, at any time, to charge the Association 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 Association acknowledges and agrees that the Financial Institution may furnish at its discretion automated access devices to Agents of the Association 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 Association 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 Association 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 Association authorizes each Agent to have custody of the Association'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).

Effect on Previous Resolutions. This resolution supersedes resolution dated _____ completed, all resolutions remain in effect.

Certification of Authority

I further certify that the Association has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the resolutions stated above 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 Association is a non-profit lodge, association or similar organization.

(Secretary)

(Attest by Other Officer)

(Attest by Other Officer)

For Financial Institution Use Only

Acknowledged and received on

(date) by _____ (initials)

This resolution is superseded by resolution dated

N/A

Comments:

ACCOUNT AGREEMENT

FIRST MID BANK & TRUST
PO BOX 499
MATTOON, IL 61938

Account Number: [REDACTED]

Account Owner(s) Name & Address
LAKE LAND COLLEGE
PAYROLL CASH
PAYROLL ACCOUNT D
C/O JEAN GRUNLOH
5001 LAKELAND BLVD
MATTOON IL 61938-9366

Agreement Date: 10/03/2019 By: Ashley Clodfelder
[X] EXISTING Account - This agreement replaces previous agreement(s).
Account Description: (52) Now Public Fund

Additional Information: ADDING JEAN AS SIGNER

[X] Checking [] Savings [] NOW []
Initial Deposit \$ 20,000.00 Source: On file

Ownership of Account - CONSUMER Purpose
[] Individual []
[] Joint - With Survivorship (and not as tenants in common)
[] Joint - No Survivorship (as tenants in common)
[] Trust - Separate Agreement:
[] Revocable Trust or [] Pay-on-Death Designation
as Defined in this Agreement
(Name and Address of Beneficiaries):

Signature(s). The undersigned certifies the accuracy of the information he/she has provided and acknowledges receipt of a completed copy of this form. The undersigned authorizes the financial institution to verify credit and employment history and/or have a credit reporting agency prepare a credit report on the undersigned, as individuals. The undersigned also acknowledges the receipt of a copy and agree to the terms of the following agreement(s) and/or disclosure(s):

- [X] Terms & Conditions [] Truth in Savings [X] Funds Availability
[] Electronic Fund Transfers [] Privacy [] Substitute Checks
[X] Common Features []

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Ownership of Account - BUSINESS Purpose
[] Sole Proprietorship [] Single-Member LLC [] Partnership
[] LLC (LLC tax classification: [] C Corp [] S Corp [] Partnership)
[] C Corporation [] S Corporation [] Non-Profit
[X] PUBLIC FUNDS
Business: LAKE LAND COLLEGE

(1): [X]
JONATHAN BULLOCK
I.D. # [REDACTED] D.O.B. [REDACTED]

(2): [X]
JEAN GRUNLOH
I.D. # [REDACTED] D.O.B. [REDACTED]

(3): [X]

(4): [X]

Backup Withholding Certifications (Non-U.S. Persons* - Use separate Form W-8)
[X] By signing at right, I, LAKE LAND COLLEGE
certify under penalties of perjury that the statements made in this section are true.
[X] TIN: 37-0896233 The Taxpayer Identification Number (TIN) shown is my correct taxpayer identification number.
[X] Not Subject to Backup Withholding. I am NOT subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.
[] Exempt Recipient. I am an exempt recipient under the Internal Revenue Service Regulations. Exempt payee code (if any)
FATCA Code. The FATCA code entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
U.S. Person. I am a U.S. citizen or other U.S. person (as defined in the instructions).

I.D. # [REDACTED] D.O.B. [REDACTED]

I.D. # [REDACTED] D.O.B. [REDACTED]
[] Authorized Signer (Individual Accounts Only)

[X]

I.D. # [REDACTED] D.O.B. [REDACTED]

ACCOUNT AGREEMENT

FIRST MID BANK & TRUST
 PO BOX 499
 MATTOON, IL 61938

Agreement Date: 10/03/2019 By: Ashley Clodfelder

EXISTING Account - This agreement replaces previous agreement(s).

Account Description: (51) Public Fund

Checking Savings NOW _____

Initial Deposit \$ 1,000.00 Source: On file

Ownership of Account - CONSUMER Purpose

Individual _____

Joint - With Survivorship (and not as tenants in common)

Joint - No Survivorship (as tenants in common)

Trust - Separate Agreement:

Revocable Trust or Pay-on-Death Designation
 as Defined in this Agreement

(Name and Address of Beneficiaries):

Ownership of Account - BUSINESS Purpose

Sole Proprietorship Single-Member LLC Partnership

LLC (LLC tax classification: C Corp S Corp Partnership)

C Corporation S Corporation Non-Profit

PUBLIC FUNDS

Business: LAKE LAND COLLEGE

Backup Withholding Certifications (Non-U.S. Persons* - Use separate Form W8)

By signing at right, I, LAKE LAND COLLEGE
 certify under penalties of perjury that the statements made in this section are true.

TIN: 37-0896233 The Taxpayer Identification
 Number (TIN) shown is my correct taxpayer identification number.

Not Subject to Backup Withholding. I am NOT subject to backup
 withholding either because I have not been notified that I am subject to backup
 withholding as a result of a failure to report all interest or dividends, or the Internal
 Revenue Service has notified me that I am no longer subject to backup withholding.

Exempt Recipient. I am an exempt recipient under the Internal Revenue
 Service Regulations. Exempt payee code (if any) _____

FATCA Code. The FATCA code entered on this form (if any) indicating that I am
 exempt from FATCA reporting is correct.

U.S. Person. I am a U.S. citizen or other U.S. person (as defined
 in the instructions).

Account Number: [REDACTED]

Account Owner(s) Name & Address
 LAKE LAND COLLEGE

 5001 LAKELAND BLVD
 MATTOON IL 61938-9366

Additional Information:

Signature(s). The undersigned certifies the accuracy of the information he/she has
 provided and acknowledges receipt of a completed copy of this form. The undersigned
 authorizes the financial institution to verify credit and employment history and/or have
 a credit reporting agency prepare a credit report on the undersigned, as individuals.
 The undersigned also acknowledges the receipt of a copy and agree to the terms of the
 following agreement(s) and/or disclosure(s):

- Terms & Conditions Truth in Savings Funds Availability
- Electronic Fund Transfers Privacy Substitute Checks
- Common Features _____

The Internal Revenue Service does not require your consent to any
 provision of this document other than the certifications required to
 avoid backup withholding.

(1): [X]
 JONATHAN BULLOCK
 I.D. # [REDACTED] D.O.B. [REDACTED]

(2): [X]
 JEAN GRUNLOH
 I.D. # [REDACTED] D.O.B. [REDACTED]

(3): [X]
 I.D. # _____ D.O.B. _____

(4): [X]
 I.D. # _____ D.O.B. _____

Authorized Signer (Individual Accounts Only)

[X]
 I.D. # _____ D.O.B. _____

ACCOUNT AGREEMENT

FIRST MID BANK & TRUST
 PO BOX 499
 MATTOON, IL 61938

Agreement Date: 10/03/2019 By: Ashley Clodfelder

EXISTING Account - This agreement replaces previous agreement(s).

Account Description: (52) Now Public Fund

Checking Savings NOW _____

Initial Deposit \$ 1.00 Source: On file

Ownership of Account - CONSUMER Purpose

Individual _____

Joint - With Survivorship (and not as tenants in common)

Joint - No Survivorship (as tenants in common)

Trust - Separate Agreement:

Revocable Trust or Pay-on-Death Designation as Defined in this Agreement
 (Name and Address of Beneficiaries):

Ownership of Account - BUSINESS Purpose

Sole Proprietorship Single-Member LLC Partnership

LLC (LLC tax classification: C Corp S Corp Partnership)

C Corporation S Corporation Non-Profit

PUBLIC FUNDS

Business: LAKE LAND COLLEGE

Backup Withholding Certifications (Non-U.S. Persons* - Use separate Form W-8)

By signing at right, I, LAKE LAND COLLEGE certify under penalties of perjury that the statements made in this section are true.

TIN: 37-0896233 The Taxpayer Identification Number (TIN) shown is my correct taxpayer identification number.

Not Subject to Backup Withholding. I am NOT subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.

Exempt Recipient. I am an exempt recipient under the Internal Revenue Service Regulations. Exempt payee code (if any) _____

FATCA Code. The FATCA code entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

U.S. Person. I am a U.S. citizen or other U.S. person (as defined in the instructions).

Account Number: [REDACTED]

Account Owner(s) Name & Address
 LAKE LAND COLLEGE
 FLEX SPENDING

C/O JEAN GRUNLOH
 5001 LAKELAND BLVD
 MATTOON IL 61938-9366

Additional Information:

Signature(s). The undersigned certifies the accuracy of the information he/she has provided and acknowledges receipt of a completed copy of this form. The undersigned authorizes the financial institution to verify credit and employment history and/or have a credit reporting agency prepare a credit report on the undersigned, as individuals. The undersigned also acknowledges the receipt of a copy and agree to the terms of the following agreement(s) and/or disclosure(s):

- Terms & Conditions Truth in Savings Funds Availability
- Electronic Fund Transfers Privacy Substitute Checks
- Common Features _____

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

(1): [X]
 JONATHAN BULLOCK

I.D. # [REDACTED] D.O.B. [REDACTED]

(2): [X]
 JEAN GRUNLOH

I.D. # [REDACTED] D.O.B. [REDACTED]

(3): [X]

I.D. # _____ D.O.B. _____

(4): [X]

I.D. # _____ D.O.B. _____

Authorized Signer (Individual Accounts Only)

[X]

I.D. # _____ D.O.B. _____

ACCOUNT AGREEMENT

FIRST MID BANK & TRUST
 PO BOX 499
 MATTOON, IL 61938

Account Number: [REDACTED]

Account Owner(s) Name & Address
 LAKE LAND COLLEGE
 NDSL FED FUNDS 1349

 C/O JEAN GRUNLOH
 5001 LAKELAND BLVD
 MATTOON IL 61938-9366

Agreement Date: 10/03/2019 By: Ashley Clodfelder
 EXISTING Account - This agreement replaces previous agreement(s).
 Account Description: (51) Public Fund

Additional Information:

Checking Savings NOW _____
 Initial Deposit \$ 8,818.29 Source: On file

Ownership of Account - CONSUMER Purpose

Individual _____
 Joint - With Survivorship (and not as tenants in common)
 Joint - No Survivorship (as tenants in common)
 Trust - Separate Agreement:

 Revocable Trust or Pay-on-Death Designation
 as Defined In this Agreement
 (Name and Address of Beneficiaries):

Signature(s). The undersigned certifies the accuracy of the information he/she has provided and acknowledges receipt of a completed copy of this form. The undersigned authorizes the financial institution to verify credit and employment history and/or have a credit reporting agency prepare a credit report on the undersigned, as individuals. The undersigned also acknowledges the receipt of a copy and agree to the terms of the following agreement(s) and/or disclosure(s):

- Terms & Conditions Truth in Savings Funds Availability
 Electronic Fund Transfers Privacy Substitute Checks
 Common Features _____

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Ownership of Account - BUSINESS Purpose

Sole Proprietorship Single-Member LLC Partnership
 LLC (LLC tax classification: C Corp S Corp Partnership)
 C Corporation S Corporation Non-Profit
 PUBLIC FUNDS
 Business: LAKE LAND COLLEGE

(1): [X]
 JONATHAN BULLOCK
 I.D. # [REDACTED] D.O.B. [REDACTED]

(2): [X]
 JEAN GRUNLOH
 I.D. # [REDACTED] D.O.B. [REDACTED]

Backup Withholding Certifications (Non-U.S. Persons - Use separate Form W-8)

By signing at right, I, LAKE LAND COLLEGE certify under penalties of perjury that the statements made in this section are true.
 TIN: 37-0896233 The Taxpayer Identification Number (TIN) shown is my correct taxpayer identification number.
 Not Subject to Backup Withholding. I am NOT subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.
 Exempt Recipient. I am an exempt recipient under the Internal Revenue Service Regulations. Exempt payee code (if any) _____
FATCA Code. The FATCA code entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
U.S. Person. I am a U.S. citizen or other U.S. person (as defined in the instructions).

(3): [X]

(4): [X]

I.D. # _____ D.O.B. _____

Authorized Signer (Individual Accounts Only)

[X]

I.D. # _____ D.O.B. _____

ACCOUNT AGREEMENT

FIRST MID BANK & TRUST

PO BOX 499
MATTOON, IL 61938

Agreement Date: 10/03/2019 By: Ashley Clodfelder

EXISTING Account - This agreement replaces previous agreement(s).

Account Description: (52) Now Public Fund

Checking Savings NOW _____
Initial Deposit \$ 2.00 Source: On file

Ownership of Account - CONSUMER Purpose

- Individual _____
- Joint - With Survivorship (and not as tenants in common)
- Joint - No Survivorship (as tenants in common)
- Trust - Separate Agreement:

Revocable Trust or Pay-on-Death Designation
as Defined in this Agreement
(Name and Address of Beneficiaries):

Ownership of Account - BUSINESS Purpose

- Sole Proprietorship Single-Member LLC Partnership
- LLC (LLC tax classification: C Corp S Corp Partnership)
- C Corporation S Corporation Non-Profit
- PUBLIC FUND

Business: LAKE LAND COLLEGE

Backup Withholding Certifications (Non-U.S. Persons* - Use separate Form W-8)

By signing at right, I, LAKE LAND COLLEGE, certify under penalties of perjury that the statements made in this section are true.

TIN: 37-0896233 The Taxpayer Identification Number (TIN) shown is my correct taxpayer identification number.

Not Subject to Backup Withholding. I am NOT subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.

Exempt Recipient. I am an exempt recipient under the Internal Revenue Service Regulations. Exempt payee code (if any) _____

FATCA Code. The FATCA code entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

U.S. Person. I am a U.S. citizen or other U.S. person (as defined in the instructions).

Account Number: [REDACTED]

Account Owner(s) Name & Address
LAKE LAND COLLEGE
CREDIT CARD ACCOUNT

C/O JEAN GRUNLOH
5001 LAKELAND BLVD
MATTOON IL 61938-9366

Additional Information:

Signature(s). The undersigned certifies the accuracy of the information he/she has provided and acknowledges receipt of a completed copy of this form. The undersigned authorizes the financial institution to verify credit and employment history and/or have a credit reporting agency prepare a credit report on the undersigned, as individuals. The undersigned also acknowledges the receipt of a copy and agree to the terms of the following agreement(s) and/or disclosure(s):

- Terms & Conditions Truth in Savings Funds Availability
- Electronic Fund Transfers Privacy Substitute Checks
- Common Features _____

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

(1): [X]
JONATHAN BULLOCK

I.D. # [REDACTED] D.O.B. [REDACTED]

(2): [X]
JEAN GRUNLOH

I.D. # [REDACTED] D.O.B. [REDACTED]

(3): [X]

I.D. # _____ D.O.B. _____

(4): [X]

I.D. # _____ D.O.B. _____

Authorized Signer (Individual Accounts Only)

[X]

I.D. # _____ D.O.B. _____

ACCOUNT AGREEMENT

FIRST MID BANK & TRUST
 PO BOX 499
 MATTOON, IL 61938

Account Number: [REDACTED]

Account Owner(s) Name & Address
 LAKE LAND COLLEGE
 WORKING CASH FUND

 C/O JEAN GRUNLOH
 5001 LAKELAND BLVD
 MATTOON IL 61938-9366

Agreement Date: 10/03/2019 By: Ashley Clodfelder
 EXISTING Account - This agreement replaces previous agreement(s).
 Account Description: (52) Now Public Fund

Additional Information:

Checking Savings NOW _____
 Initial Deposit \$ 81.87 Source: On file

Ownership of Account - CONSUMER Purpose

Individual _____
 Joint - With Survivorship (and not as tenants in common)
 Joint - No Survivorship (as tenants in common)
 Trust - Separate Agreement:

 Revocable Trust or Pay-on-Death Designation
 as Defined in this Agreement
 (Name and Address of Beneficiaries):

Signature(s). The undersigned certifies the accuracy of the information he/she has provided and acknowledges receipt of a completed copy of this form. The undersigned authorizes the financial institution to verify credit and employment history and/or have a credit reporting agency prepare a credit report on the undersigned, as individuals. The undersigned also acknowledge the receipt of a copy and agree to the terms of the following agreement(s) and/or disclosure(s):

- Terms & Conditions Truth in Savings Funds Availability
 Electronic Fund Transfers Privacy Substitute Checks
 Common Features _____

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Ownership of Account - BUSINESS Purpose

Sole Proprietorship Single-Member LLC Partnership
 LLC (LLC tax classification: C Corp S Corp Partnership)
 C Corporation S Corporation Non-Profit
 PUBLIC FUND
 Business: LAKE LAND COLLEGE

(1): [X]
 JONATHAN BULLOCK
 I.D. # [REDACTED] D.O.B. [REDACTED]

(2): [X]
 JEAN GRUNLOH
 I.D. # [REDACTED] D.O.B. [REDACTED]

Backup Withholding Certifications (Non-U.S. Persons* - Use separate Form W-8)

By signing at right, I, LAKE LAND COLLEGE certify under penalties of perjury that the statements made in this section are true.
 TIN: 37-0896233 The Taxpayer Identification Number (TIN) shown is my correct taxpayer identification number.
 Not Subject to Backup Withholding. I am NOT subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.
 Exempt Recipient. I am an exempt recipient under the Internal Revenue Service Regulations. Exempt payee code (if any) _____
FATCA Code. The FATCA code entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
U.S. Person. I am a U.S. citizen or other U.S. person (as defined in the instructions).

(3): [X]
 I.D. # _____ D.O.B. _____

(4): [X]
 I.D. # _____ D.O.B. _____

Authorized Signer (Individual Accounts Only)

[X]
 I.D. # _____ D.O.B. _____

Lake Land College Board of Trustees



RESOLUTION NUMBER: 1019-007

DATE: October 14, 2019

RESOLUTION APPROVING SIGNATORY CARDS FOR DELIVERY TO DEPOSITORY WELLS FARGO ADVISORS, LLC

WHEREAS, the Board of Trustees of Lake Land College, Community College District No. 517 (the "College") is authorized by the Public Community College Act (the "Act") to oversee the financial affairs of the College, and has in that capacity previously designated Wells Fargo Advisors, LLC (the "Investment Service") as an investment service for the College; and

WHEREAS, it is necessary and appropriate at this time to update the Signatory Cards provided to the Investment Service;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Community College District No. 517, Counties of Christian, Clark, Clay, Coles, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie and Shelby, State of Illinois (the "Board") as follows:

Section 1. The Board hereby approves the provisions and form of the Signatory Cards as shown on the copy of said document which is attached as Exhibit A, Exhibit B, and Exhibit C to and hereby made a part of this Resolution.

Section 2. This Resolution shall take effect immediately upon passage, and shall supersede and replace all Resolutions previously adopted by the Board which pertain to the subject matter hereof.

ADOPTED this 14th day of October, 2019 by the following vote:

AYES:

NAYS:

ABSENT:

BOARD OF TRUSTEES
LAKE LAND COLLEGE
COMMUNITY COLLEGE DISTRICT NO. 517
COUNTIES OF CHRISTIAN, CLARK, CLAY,
COLES, CRAWFORD, CUMBERLAND,
DOUGLAS, EDGAR, EFFINGHAM, FAYETTE,
JASPER, MACON, MONTGOMERY,
MOULTRIE, AND SHELBY
STATE OF ILLINOIS

By: _____

Chair

Attest: _____

Secretary

SECRETARY'S CERTIFICATE

I, _____, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Trustees of Lake Land College, Community College District No. 517, Counties of Christian, Clark, Clay, Coles, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie, and Shelby, State of Illinois, (the "College District") and as such official, I am the keeper of the records and files of the Board of Trustees of said College District.

I do further certify that the foregoing Resolution Approving Signatory Cards for Delivery to Wells Fargo Advisors, LLC is a true, correct and complete copy of that Resolution as adopted by the Board of Trustees of the College District at a meeting held on the 14th day of October, 2019.

I do further certify that the deliberations of the members of the Board of Trustees on the adoption of the Resolution were taken openly; that the vote on the adoption of the Resolution was taken openly; that the meeting was held at a specified time and place convenient to the public; that notice of the meeting was duly given to all newspapers, radio or television stations, and other news media requesting notice; and that the meeting was called and held in strict compliance with the provisions of the Illinois Open Meetings Act, as amended, and the applicable provisions of the Public Community College Act of the State of Illinois, and that this Board of Trustees has complied with all of the applicable provisions of said Acts and with all the procedural rules of the Board of Trustees.

IN WITNESS WHEREOF, I hereunto affix my official signature, this 14th day of October, 2019.

Secretary, Board of Trustees



Name/Address Verification
Account number ending in [REDACTED]

October 1, 2019

We appreciate your choice to maintain your investment account(s) with Wells Fargo Advisors.

The accuracy of your account information is critical, so it is important that you review and verify the new registration name and/or address we received for this account.

If the information is correct:	• No action is necessary.
If your address is incorrect or you have general questions:	• Please contact your Financial Advisor CUNNINGHAM / CONSIDINE / CARR/ Or visit us online at www.wellsfargoadvisors.com
If you did not authorize this address change or feel your information has been compromised:	• Please contact a service specialist at 855-349-3789, available Monday through Friday from 8:00 am to 7:00 pm (EST).

We have changed your registration name or address on our records as shown below. Please note this confirmation is being sent to your **previous** address for security reasons. If you notified the Post Office, the form should automatically forward to your new address.

Sub Firm	Branch	FA Code	Account number ending	
001	CNIL	CNNF	[REDACTED]	
PREVIOUS INFORMATION			10/01/2019	NEW INFORMATION
LAKE LAND COLLEGE				LAKE LAND COLLEGE
ATTN: BRYAN GLECKLER				ATTN: JONATHAN BULLOCK
5001 LAKE LAND BLVD				5001 LAKE LAND BLVD
MATTOON IL 61938-9366				MATTOON IL 61938-9366

Thank you. We look forward to the continued privilege of serving your investment needs.

Wells Fargo Advisors is a trade name used by Wells Fargo Clearing Services, LLC, a registered broker-dealer and non-bank affiliate of Wells Fargo & Company.

Investments and insurance products are:

NOT FDIC-INSURED	NO BANK GUARANTEE	MAY LOSE VALUE
-------------------------	--------------------------	-----------------------



Name/Address Verification
Account number ending in [REDACTED]

October 1, 2019

We appreciate your choice to maintain your investment account(s) with Wells Fargo Advisors.

The accuracy of your account information is critical, so it is important that you review and verify the new registration name and/or address we received for this account.

If the information is correct:	• No action is necessary.
If your address is incorrect or you have general questions:	• Please contact your Financial Advisor CUNNINGHAM / CONSIDINE / CARR/ Or visit us online at www.wellsfargoadvisors.com
If you did not authorize this address change or feel your information has been compromised:	• Please contact a service specialist at 855-349-3789, available Monday through Friday from 8:00 am to 7:00 pm (EST).

We have changed your registration name or address on our records as shown below. Please note this confirmation is being sent to your **previous** address for security reasons. If you notified the Post Office, the form should automatically forward to your new address.

Sub Firm	Branch	FA Code	Account number ending
001	CNIL	CNNF	[REDACTED]
PREVIOUS INFORMATION			10/01/2019
NEW INFORMATION			
LAKE LAND COLLEGE			LAKE LAND COLLEGE
ATTN: BRYAN GLECKLER			ATTN: JONATHAN BULLOCK
5001 LAKE LAND BLVD			5001 LAKE LAND BLVD
MATTOON IL 61938-9366			MATTOON IL 61938-9366

Thank you. We look forward to the continued privilege of serving your investment needs.

Wells Fargo Advisors is a trade name used by Wells Fargo Clearing Services, LLC, a registered broker-dealer and non-bank affiliate of Wells Fargo & Company.

Investments and insurance products are:

NOT FDIC-INSURED	NO BANK GUARANTEE	MAY LOSE VALUE
-------------------------	--------------------------	-----------------------

003656



Name/Address Verification
Account number ending in [REDACTED]

October 1, 2019

We appreciate your choice to maintain your investment account(s) with Wells Fargo Advisors.

The accuracy of your account information is critical, so it is important that you review and verify the new registration name and/or address we received for this account.

If the information is correct:	• No action is necessary.
If your address is incorrect or you have general questions:	• Please contact your Financial Advisor CUNNINGHAM / CONSIDINE / CARR/ Or visit us online at www.wellsfargoadvisors.com
If you did not authorize this address change or feel your information has been compromised:	• Please contact a service specialist at 855-349-3789, available Monday through Friday from 8:00 am to 7:00 pm (EST).

We have changed your registration name or address on our records as shown below. Please note this confirmation is being sent to your **previous** address for security reasons. If you notified the Post Office, the form should automatically forward to your new address.

Sub Firm	Branch	FA Code	Account number ending
001	CNIL	CNNF	[REDACTED]
PREVIOUS INFORMATION		10/01/2019	NEW INFORMATION
LAKE LAND COLLEGE ATTN: BRYAN GLECKLER 5001 LAKE LAND BLVD MATTOON IL 61938-9366			LAKE LAND COLLEGE ATTN: JONATHAN BULLOCK 5001 LAKE LAND BLVD MATTOON IL 61938-9366

Thank you. We look forward to the continued privilege of serving your investment needs.


005002

Wells Fargo Advisors is a trade name used by Wells Fargo Clearing Services, LLC, a registered broker-dealer and non-bank affiliate of Wells Fargo & Company.

Investments and insurance products are:

NOT FDIC-INSURED	NO BANK GUARANTEE	MAY LOSE VALUE
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MEMO

TO: Dr. Josh Bullock, President 

FROM: Mr. Bryan Gleckler, Vice President for Business Services

DATE: September 23, 2019

RE: August 2019 Financial Statement Summary

Outlined below are the budgetary variances of note for the month of August for Fiscal Year 2020.

Areas of Concern:

- There are not any budgetary areas of concern at this point in FY2020.

Overall Variances:

- *Revenue* – Total August revenue was \$1,360,856 resulting in an unfavorable variance of \$1,945,005 compared to the budgeted level. This unfavorable variance is due to not receiving Effingham County property tax revenue in August as anticipated creating an unfavorable variance in local source revenue of \$1,764,548 for the month. This will even itself out over the next month once that revenue is received. Year to date, revenue is unfavorable by \$360,475.
- *Expenditures* – Total August expenditures were \$2,408,335 resulting in an overall favorable variance of \$423,523. Year to date, expenditures remain favorable overall by \$2,161,495.

Revenue Variances:

- *Local Sources* – Unfavorable variance of \$1,764,548 due to not receiving Effingham County tax revenue as anticipated. This is a timing issue and will even out over the coming months. Year to date, this area is unfavorable by \$388,959.
- *ICCB Credit Hour Grant* – We received a smaller payment during the month of August than anticipated (after receiving a larger one in July) so there is an unfavorable variance of \$103,183. Year to date, this area is favorable by \$266,213.
- *ICCB Equalization Grant* – We received a slightly smaller payment during the month of August than anticipated so there is an unfavorable variance of \$15,811. This is due to

timing and will catch up over the course of the fiscal year. Year to date this area is unfavorable by \$31,622.

- *Tuition & Fees* – August had an unfavorable variance for tuition of \$143,893 while fees were favorable by \$33,973. The variance for tuition may be more due to timing as we recorded more revenue than projected in July. Year to date, there is an unfavorable variance for tuition of \$85,416 and a favorable variance for fees of \$266,811.
- *Other State Sources* – No variance in this area for the month of August as there were no revenues received or projected. Year to date this area is unfavorable by \$286,529. This is due to timing of not receiving any CTE payments from the State of Illinois as of yet. This should come more in line with the budgeted amounts over the course of the year.
- *Other Revenue* – August had a favorable variance of \$48,457. Year to date this area is unfavorable by \$100,974 due to the CBI revenue being less than anticipated thus far. This will likely even out as more CBI classes are conducted over the remainder of the year.

Expenditure Variances:

- *Salary & Wages (overall)* – Overall the salary and wage lines had a favorable variance in August of \$644,643. This was so significant due to budgeting overload and adjunct pay one pay too early so this will correct itself in the coming pay periods. Year to date this area is favorable by \$886,613.
- *Employee Benefits (overall)* – Overall, there was a favorable variance in employee benefits in August in the amount of \$181,315. Year to date this area is favorable by \$211,056.
- *Instructional* – Had a favorable variance in August of \$757,970. This is primarily due to a \$596,967 favorable variance in instructional wages due to budgeting overload and adjunct pay one pay period too early. This will correct itself in the coming pay periods.
- *Academic Support* – Had a favorable variance in August of \$22,858. Year to date this area is favorable by \$130,746.
- *Student Services* – Had a favorable variance in August of \$67,922 that is primarily due to a favorable variance in wages of \$40,986 and benefits of \$12,490. Year to date this area is favorable by \$115,063.
- *Public Service/Continuing Education* – This area had an unfavorable August variance of \$6,402. Year to date this area is favorable by \$2,801.
- *Operations & Maintenance* – This area had an unfavorable overall August variance of \$476,948. This was a result of recording \$502,699 in expenses associated with the geothermal well field addition that we had planned to be able to record in FY2019. Year to date this area is unfavorable by \$478,063.

- *Institutional Support* – Had a favorable August variance of \$8,467. Within this area, there was an unfavorable variance of \$185,173 for contingency funds. This is due to recording furniture that was delivered this fiscal year for the new Student Center. Despite this variance, the contingency fund variance for the year is favorable by \$85,943 and the area as a whole is favorable by \$1,328,876.
- *Scholarships, Grants, Waivers* – this shows a favorable variance for August of \$49,656. Year to date this area is favorable by \$245,259.

Please do not hesitate to contact me if you have any questions or need any further clarification on any of these items or have others you would like to discuss.

Current Month				Current YTD	Current YTD	Current YTD
Current Month	Budget	Variance		Actual	Budget	Budget Variance
1,153,394.09	1,798,037.46	644,643.37	Salary and Wages	2,618,860.38	3,505,473.67	886,613.29
172,467.95	353,783.85	181,315.90	Employee Benefits	503,473.68	714,530.66	211,056.98
63,879.19	136,531.98	72,652.79	Contractual Services	99,772.20	245,283.82	145,511.62
188,648.79	311,594.21	122,945.42	General Materials and Supplies	533,962.88	1,205,677.12	671,714.24
10,079.59	26,248.69	16,169.10	Travel and Meeting Expenses	19,453.60	90,063.85	70,610.25
31,277.97	23,682.51	(7,595.46)	Fixed Charges	72,960.52	287,022.02	214,061.50
94,042.65	120,527.31	26,484.66	Utilities	181,575.25	209,718.21	28,142.96
506,175.52	8,600.00	(497,575.52)	Capital Outlay	518,472.58	48,563.00	(469,909.58)
188,025.07	2,852.00	(185,173.07)	Contingency Funds	(87.03)	85,855.53	85,942.56
-	-	-	Other Expenditures	-	-	-
2,407,990.82	2,781,858.01	373,867.19	Total	4,548,444.06	6,392,187.88	1,843,743.82

Lake Land College

FY2020 Salary, Wage & Benefits Detail

Salary & Wages	<i>Year to Date</i>			FY2020 Budgeted	<i>FY20 Projections</i>		
	<u>Actual</u>	<u>Budgeted</u>	<u>Variance</u>		<u>Projected Actual</u>	<u>Budgeted</u>	<u>Variance</u>
Salary and Wages - Instructional	\$1,844,741	\$2,273,241	\$428,500	\$11,763,802		\$11,763,802	\$11,763,802
Salary and Wages - Acad. Support	\$100,528	\$184,066	\$83,538	\$385,484		\$385,484	\$385,484
Salary and Wages - Stud. Svcs	\$266,878	\$292,188	\$25,310	\$1,633,591		\$1,633,591	\$1,633,591
Salary and Wages - Public Svc.	\$54,854	\$49,479	(\$5,375)	\$321,611		\$321,611	\$321,611
Salary and Wages - Maintenance	\$148,860	\$167,642	\$18,782	\$1,086,925		\$1,086,925	\$1,086,925
Salary and Wages - Inst. Support	\$202,999	\$538,857	\$335,858	\$3,499,494		\$3,499,494	\$3,499,494
Total Salary and Wages	\$2,618,860	\$3,505,474	\$886,613	\$18,690,907		\$0	\$18,690,907

Employee Benefits	<i>Year to Date</i>			FY2020 Budgeted	<i>FY20 Projections</i>		
	<u>Actual</u>	<u>Budgeted</u>	<u>Variance</u>		<u>Projected Actual</u>	<u>Budgeted</u>	<u>Variance</u>
Employee Benefits - Instructional	\$267,214	\$430,688	\$163,474	\$2,701,468		\$2,701,468	\$2,701,468
Employee Benefits - Acad. Support	\$15,902	\$21,062	\$5,160	\$84,218		\$84,218	\$84,218
Employee Benefits - Stud. Svcs	\$55,541	\$62,182	\$6,641	\$382,148		\$382,148	\$382,148
Employee Benefits - Public Svc.	\$10,877	\$8,173	(\$2,704)	\$50,156		\$50,156	\$50,156
Employee Benefits - Maintenance	\$37,748	\$55,568	\$17,820	\$342,483		\$342,483	\$342,483
Employee Benefits - Inst. Support	\$116,191	\$136,858	\$20,666	\$833,446		\$833,446	\$833,446
Total Employee Benefits	\$503,474	\$714,531	\$211,057	\$4,393,919		\$0	\$4,393,919

MEMO

TO: Dr. Jonathan Bullock, President

FROM: Bryan Gleckler, Vice President Business Services

CC:

DATE: September 17, 2019

RE: Updated Dissemination Agent Agreement

For the 2018B General Obligation Bond that Lake Land College executed for the Student Center project, we are required to file a Dissemination Agent Agreement annually. Enclosed is the updated Dissemination Agent Agreement from PMA Securities, Inc. that satisfies the College's annual report update requirement.



DISSEMINATION AGENT AGREEMENT

This Dissemination Agent Agreement (the "Agreement") is made and entered into by and between the Community College District No. 517 (Lake Land College), Counties of Coles, Christian, Clark, Clay, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie and Shelby and State of Illinois ("Issuer") and PMA Securities, LLC ("PMA" or "Dissemination Agent") effective as of the date executed by the Issuer as set forth on the signature page hereof (the "Effective Date"). The Issuer and PMA collectively constitute the "Parties" hereunder.

WITNESSETH:

WHEREAS, the Issuer is a municipal entity, and the Issuer has one or more outstanding debt obligation issuances of municipal securities as defined by the Securities Exchange Act of 1934, as amended (the "Exchange Act") and the rules of the Municipal Securities Rulemaking Board (the "MSRB") (hereinafter, the "Securities");

WHEREAS, the Issuer has entered into (a) Continuing Disclosure Agreement(s) or Undertaking(s) to assist the participating underwriters of the Issuer's Securities in complying with the requirements of the U.S. Securities and Exchange Commission ("SEC") Rule 15c2-12 promulgated under the Exchange Act (the "continuing disclosure filing requirements");

WHEREAS, PMA is registered as a municipal advisor with the SEC and the MSRB and thus, may provide municipal advisor services to municipal entities such as the Issuer, including advice provided in connection with acting as a municipal entity's dissemination agent;

WHEREAS, the Issuer desires to obtain the professional services of PMA in assisting with the ongoing continuing disclosure filing requirements of the Issuer; and

WHEREAS, PMA is willing to provide its professional services and its facilities as Dissemination Agent in connection with facilitating the Issuer's continuing disclosure filing requirements.

NOW, THEREFORE, the Issuer and PMA, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, do hereby agree as follows:

SECTION I SCOPE OF SERVICES

Upon the request of an authorized representative of the Issuer, PMA agrees to perform the services stated in the following provisions of this Section I (hereinafter "Services" or "Scope of Services"); and for having rendered such Services, the Issuer agrees to pay to PMA the compensation as provided in Section VII hereof.

A. Filing the Annual Report. PMA shall file the Issuer's Annual Report on an annual basis. The Annual Report is defined in the Issuer's Continuing Disclosure Agreement(s) or Undertaking(s) with participating underwriters of the Issuer's Securities and may include the following:

1. Annual Financial Information and Operating Data of the Issuer; and
2. The Issuer's Audited Financial Statement or a Comprehensive Annual Financial Report ("CAFR").

PMA agrees to provide advance notice of the Annual Report filing deadline to the Issuer and the timeline for submission in an effort to timely file the Annual Report for the Issuer. If the Annual Report has been obtained from the Issuer in a timely manner, PMA shall file, on behalf of the Issuer, the Annual Report on the MSRB's Electronic Municipal Market Access ("EMMA") system within a timeframe that complies with the Issuer's continuing disclosure filing requirements. In the event the Issuer's Annual Report has not been submitted to PMA in a timely manner, PMA shall file the Annual Report on the EMMA system as soon as feasible after it has been provided to PMA by the Issuer. Additionally, PMA will prepare a notice of a failure to timely file the Annual Report and file it on the EMMA system.

B. Filing Reportable Events. Whenever the Issuer obtains knowledge of the occurrence of a Reportable Event, as defined in the Issuer's continuing disclosure filing requirements, the Issuer shall promptly notify PMA of such occurrence, so that a notice can be timely filed on the EMMA system. **A timely filed Reportable Event is filed as soon as possible after the occurrence of said event, but not more than ten (10) business days after the occurrence of the event.**

The terms of the Issuer's Continuing Disclosure Agreement(s) or Undertaking(s) will govern but Reportable Events for the Issuer may include the following:

- Principal and interest payment delinquencies
- Non-payment related defaults, if material
- Unscheduled draws on debt service reserves reflecting financial difficulties
- Unscheduled draws on credit enhancements reflecting financial difficulties
- Substitution of credit or liquidity providers, or their failure to perform
- Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security
- Modifications to the rights of security holders, if material
- Bond calls, if material, and tender offers
- Defeasances
- Release, substitution or sale of property securing repayment of the securities, if material
- Rating changes
- Bankruptcy, insolvency, receivership or similar event of the Issuer*
- The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material
- Appointment of a successor or additional trustee or the change of name of a trustee, if material
- Incurrence of a financial obligation of the issuer or obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the issuer or obligated person, any of which affect security holders, if material
- Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the issuer or obligated person, any of which reflect financial difficulties.

* This event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

C. Limitations on the Scope of Services. The Services are subject to the following limitations:

1. The Services are limited solely to the services described herein and are subject to any limitations set forth within the Scope of Services.
2. As to the Services with respect to the filing of Reportable Events set forth in Section I.B, such Services are limited to filing of a notice for any Reportable Event that the Issuer reports to PMA. PMA will not review for the occurrence of any Reportable Event above and takes no responsibility hereunder for determining whether a Reportable Event has occurred or for the timely filing of notice of the occurrence of a Reportable Event that is not reported to PMA in a timely manner. However, if PMA learns of the occurrence of a possible Reportable Event, it may inform the Issuer of this occurrence without establishing a duty to inform the Issuer of such occurrences or a duty to investigate whether such Reportable Events have occurred. PMA will not be required to make any determination with respect to the “materiality” of a Reportable Event or whether such event reflects “financial difficulties” of the Issuer. The Issuer may consult its legal counsel relating to the determination of the occurrence or materiality of a Reportable Event.
3. It is understood that PMA shall review the Annual Financial Information and Operating Data of the Issuer supplied by the Issuer and third-party prior to filing to see if the data submitted conforms to the list of information that the Issuer agreed to provide in its Continuing Disclosure Agreement(s) or Undertaking(s).
4. Except as set forth above, for any Annual Report provided for filing, the Issuer understands that PMA will not undertake an investigation or examination into the underlying data provided by the Issuer and that any inaccuracies or incompleteness of that data and any resulting erroneous reports, shall be solely the Issuer’s responsibility. PMA makes no representation, warranty or guarantee regarding the accuracy or completeness of the information in the Annual Report, and its assistance in preparing the Annual Report should not be construed as a representation that it has independently verified such information.
5. The Agreement is separate from any agreement the Issuer and PMA may have for any municipal advisory services not explicitly described herein relating to the issuance of municipal securities, other municipal advisory services not related to the issuance of municipal securities or the investment of proceeds of municipal securities.
6. The Services do not include tax, legal or accounting advice with respect to the Securities or in connection with any continuing disclosure filing requirement.

D. Amendment to Scope of Services. The Scope of Services may be amended as set forth in Section VIII.C. The Parties agree to amend or supplement the Scope of Services described herein promptly to reflect any material changes or additions to the Scope of Services. Changes to the Scope of Services may result in an increased fee.

SECTION II RESPONSIBILITIES OF THE ISSUER

A. PMA will rely upon the Issuer to provide timely information described in Sections I.A and I.B above.

1. The Issuer agrees to provide to PMA the Annual Financial Information and Operating Data requested by PMA and the Audited Financial Statements or CAFR, as described in Section I.A, within ten (10) business days of such information becoming available to the Issuer, so that PMA may timely file the Issuer’s Annual Report on the EMMA system. This timeframe may be shortened subject to the Issuer’s continuing disclosure filing requirements.

2. The Issuer agrees to provide prompt notice of a Reportable Event, as described in Section I.B, to PMA so that PMA may file timely notice of such Reportable Event. PMA is not responsible for the untimely filing of a Reportable Event if the Issuer fails to provide prompt notice of such Reportable Event to PMA.
- B. The Audited Financial Statement or CAFR must be in a word-searchable format pursuant to SEC Rule 15c2-12. See *MSRB Primary Market and Continuing Disclosure Submission Services – Reminder of Upcoming Word-Searchable Document Requirement and Update on Other Submission-Related Matters*, MSRB Notice 2009-60 (Nov. 24, 2009) available at <http://www.msrb.org/Rules-and-Interpretations/Regulatory-Notices/2009/2009-60.aspx?n=1>.
 - C. The Issuer agrees to review and return a draft of the Annual Financial Information and Operating Data filing for full and fair disclosure within three (3) calendar days of receiving any draft from PMA. This timeframe may be shortened subject to the Issuer’s continuing disclosure filing requirements.

SECTION III COOPERATION IN MEETING REGULATORY REQUIREMENTS

The Issuer and PMA agree that both Parties have regulatory duties and agree to cooperate, and to cause their agents to cooperate, in carrying out these regulatory duties, including providing complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties.

SECTION IV DISCLOSURES

As set forth in the PMA Securities, LLC *Municipal Advisor Disclosure Statement*, PMA is a broker-dealer and municipal advisor registered with the SEC and MSRB and is a member of the Financial Industry Regulatory Authority and the Securities Investor Protection Corporation. In these roles, PMA generally provides fixed income brokerage services and public finance services to municipal entity clients, including financial advisory services and advice with respect to the investment of proceeds of municipal securities. PMA is affiliated with PMA Financial Network, LLC, a financial services provider, and Prudent Man Advisors, LLC, an investment adviser registered with the SEC. These entities operate under common ownership with PMA and are collectively referred to in this disclosure as the “Affiliates.” Each of these Affiliates also provides services to municipal entity clients, and PMA and Affiliates market the services of the other Affiliates. Unless otherwise stated, separate fees are charged for each of these products and services and referrals to its Affiliates result in an increase in revenue to the overall Affiliated. Additionally, PMA or its Affiliates may provide pricing discounts or bundled pricing for the use of services across multiple Affiliated companies.

PMA’s duties, responsibilities, and fees arise from that as Dissemination Agent to the Issuer in connection with this Agreement. PMA receives additional fees for the services used by the Issuer, if any, described in the paragraph above. The fees for these services arise from separate agreements with the Issuer and with institutions of which the Issuer may be a member.

By signing this Agreement, the Issuer acknowledges that PMA has provided the Issuer with the PMA Securities, LLC *Municipal Advisor Disclosure Statement*, which contains important disclosures on matters such as all material conflicts of interest and all legal and disciplinary events that are material to a client’s evaluation of us relevant to our provision of municipal advisory services. This disclosure document also will specify the date of the last material change or addition to the legal or disciplinary event disclosures, if any, on any Form MA or Form MA-I that we file with the SEC and a brief explanation for the materiality of the change or addition.

SECTION V WARRANTIES AND DISCLAIMER OF LIABILITY

PMA will use commercially reasonable efforts to perform the services under this Agreement in a timely manner. It is hereby understood, however, that timely filing submissions on the EMMA system is largely dependent on the Issuer's prompt and timely submission to PMA.

During the course of this engagement, PMA will rely on the Issuer's representatives to provide all data in a timely manner, and PMA assumes no responsibility on the timeliness of the submission or the responsibility to determine whether the Issuer's personnel providing PMA with such data possess the requisite authority to do so.

PMA, at all times, will act in good faith with respect to its Services described in Section I under this Agreement. The Issuer agrees that PMA shall not be liable to the Issuer for any act or omission in connection with the performance of PMA's services hereunder, other than as a result of PMA's negligence, reckless conduct, intentional misconduct, bad faith, violation of applicable law or material breach of this Agreement. In addition, the Issuer agrees that in no event whatsoever shall PMA or its Affiliates be liable for any direct, indirect, special, incidental, punitive or consequential damages, even if they have been advised of the possibility of such damages, whether in contract, tort, strict liability or otherwise. PMA will have no duty, responsibility or liability under this Agreement as to any services identified in Section I.C, relating to the limitation of services or Section II, relating to the Issuer's responsibilities.

Further, if permitted under the laws of the State in which the Issuer is located, the Issuer agrees to indemnify and hold PMA harmless against any claims, loss, cost or expense incurred of any (a) incorrect, omitted and/or unauthorized information provided by the Issuer to PMA, (b) misrepresentations made by the Issuer regarding the Annual Report, (c) failure to comply with documentation related to the Securities, state and federal law that is not directly attributed to PMA's actions and (d) actions or inactions arising from the gross negligence or willful misconduct of the Issuer.

It is understood that nothing herein shall in any way constitute a waiver or limitation of any of the obligations which PMA may have under the federal securities laws or under applicable state law.

SECTION VI TERM AND TERMINATION OF AGREEMENT

The term of this Agreement shall commence on the Effective Date and, the obligations for the Parties under this Agreement shall terminate upon: (i) the giving of prior written notice to the other Party of a Party's intention to terminate, specifying in such notice the effective date of such termination, provided that PMA shall provide at least thirty (30) days' notice; (ii) legal defeasance, prior redemption or payment in full of all outstanding Securities; or (iii) the amendment or termination of SEC Rule 15c2-12 in a manner that provides that the Services in Section I are no longer required.

SECTION VII FEES

The Issuer agrees to pay and PMA agrees to accept \$2,000.00, annually, for the Scope of Services set forth and described in Section I of this Agreement. The annual fee is reduced to \$500.00 if the Issuer issues municipal securities with an official statement prepared by PMA, as financial advisor, which contains the Annual Financial Information and Operating Data required for the Annual Filing. Such fees, for which PMA

is entitled to reimbursement, shall become due and payable subsequent to PMA's annual filing of the Issuer's Annual Report and upon PMA's issuing of an invoice to the Issuer.

PMA agrees to waive its fee for a limited continuing disclosure filing requirement that only requires the filing of the Issuer's Audited Financial Statement or CAFR and any Reportable Events as may be provided to PMA for filing under this Agreement.

**SECTION VIII
MISCELLANEOUS**

- A. Choice of Law. This Agreement shall be construed and given effect in accordance with the laws of the State in which the Issuer is located, without regard to conflict of law principles.
- B. Binding Effect: Assignment. This Agreement shall be binding upon and inure to the benefit of the Issuer and PMA, their respective successors and assigns; provided however, neither Party hereto may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other Party.
- C. Entire Agreement. This instrument contains the entire agreement between the Parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this Agreement shall be of no force or effect except for a subsequent modification in writing signed or acknowledged by each Party hereto. The form of this modification may include an email acknowledged by each Party. The Parties agree to amend or supplement this Agreement promptly to reflect any material changes or additions to the Agreement.

PMA Securities, LLC

Community College District No. 517 (Lake Land College), Counties of Coles, Christian, Clark, Clay, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie and Shelby and State of Illinois

By: 

By⁽¹⁾: _____

Tammie Beckwith Schallmo
Senior Vice President
Managing Director

Print Name


Date: August 27, 2019

Title: _____

Date: _____

(1) By signing this Agreement, as authorized representative of the Issuer, the authorized representative acknowledges that he or she has the ability to bind the Issuer by contract with PMA, and that he or she is not a party to a disclosed conflict.

Memo

To: Josh Bullock, President 
From: Bryan Gleckler, Vice President for Business Services
Date: September 25, 2019
Re: Health Insurance 2020 Plan Renewal Recommendation

We have been working with our Health Care Consultant, J.W. Terrill, to review the employee health insurance renewal through our insurance provider, Aetna, for the 2020 plan year. As you may recall, the College implemented various plan design changes last year in an effort to contain costs and ensure our plans are in line with our peers. I am happy to report that these changes have put us in a position where we are not recommending any plan design changes and are only recommending a 1.0% premium rate increase for the 2020 plan year. This recommendation has been reviewed and approved by the Health Insurance Committee at Lake Land College.

If you recall, the College budgeted a 5.0% increase for the upcoming plan year so an increase of only 1.0% is well within the budgeted projection. A 1.0% increase assumes a total increase to the college of approximately \$60,900 for the plan year. For an employee with family coverage, they will see an increase of only \$4.87 per month if they are on the high deductible plan and an increase of \$7.69 if they are on the PPO plan.

I recommend that the Board of Trustees approve a premium rate increase of 1.0% for the 2020 health insurance plan year renewal through Aetna.

MEMO

TO: Dr. Jonathan Bullock, President
FROM: Madge Shoot, Comptroller
CC:
DATE: October 1, 2019
RE: Resolution of Intent to Continue Foundation Tax Levy

Attached is the Resolution of Intent to Continue the Foundation Tax Levy for the coming tax year. Lake Land is eligible to annually levy for the Foundation tax since the college is eligible to receive equalization grant money and since our combined operating levy of 18.00 cents per \$100 EAV for the education fund and the operations and maintenance fund is below the state average of 29.05 cents per \$100 EAV. Therefore, the College is able to levy 11.05 cents per \$100 EAV for the 2019 tax year.

The following data represents the average state levy per \$100 EAV for the past five years.

<u>Cents per \$100 EAV</u>
2018 – 29.12
2017 – 29.62
2016 – 29.97
2015 – 29.63
2014 – 26.81

The initial authorization for this annual levy dates back to the Illinois Community College Board Act dated September 15, 1989. Due to our equalization grant eligibility and low combined operating rate of 18.00 cents per \$100 EAV, the college has annually authorized the Foundation tax levy.

If the resolution is approved by the Trustees, we will proceed as outlined in HB 1484.

Due to the financial needs of the college, I recommend approval of the resolution.

Attachment

Lake Land College Board of Trustees



RESOLUTION NUMBER: 1019-008

DATE: 10/14/19

RESOLUTION OF INTENT TO CONTINUE THE FOUNDATION TAX LEVY

WHEREAS, HB1484 authorizes the board of a community college district to levy an additional tax upon the taxable property of the district in any year in which the State Board issues a certificate of eligibility to do so; and

WHEREAS, the Illinois Community College Board has certified that Lake Land College is authorized a 29.05 cents per \$100 of equalized assessed valuation; and

WHEREAS, the Lake Land College Board of Trustees intends to continue the levy of an additional tax as authorized by HB1484; and

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Trustees of Community College District No. 517, Counties of Christian, Clark, Clay, Coles, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie, and Shelby, and the State of Illinois, intends to increase the levy by 11.05 cents per \$100 of equalized assessed valuation to 29.05 cents per \$100 of equalized assessed valuation as certified by the Illinois Community College Board, effective for the 2019 tax year.

Adopted this 14th day of October, 2019 by the following vote:

AYES:

NAYS:

ABSENT:

Board Chair

ATTEST:

Board Secretary

Seal:

SECRETARY’S CERTIFICATE

I, _____, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Trustees of Lake Land College, Community College District No. 517, Counties of Christian, Clark, Clay, Coles, Crawford, Cumberland, Douglas, Edgar, Effingham, Fayette, Jasper, Macon, Montgomery, Moultrie, and Shelby, State of Illinois, (the “College District”) and as such official, I am the keeper of the records and files of the Board of Trustees of said College District.

I do further certify that the foregoing Resolution of Intent to Continue the Foundation Tax Levy, is a true, correct and complete copy of that Resolution as adopted by the Board of Trustees of the College District at a meeting held on the 14th day of October, 2019.

I do further certify that the deliberations of the members of the Board of Trustees on the adoption of the Resolution were taken openly; that the vote on the adoption of the Resolution was taken openly; that the meeting was held at a specified time and place convenient to the public; that notice of the meeting was duly given to all newspapers, radio or television stations, and other news media requesting notice; and that the meeting was called and held in strict compliance with the provisions of the Illinois Open Meetings Act, as amended, and the applicable provisions of the Public Community College Act of the State of Illinois, and that this Board of Trustees has complied with all of the applicable provisions of said Acts and with all the procedural rules of the Board of Trustees.

IN WITNESS WHEREOF, I hereunto affix my official signature, this ___ day of _____, 2019.

Secretary, Board of Trustees

MEMO

TO: Dr. Josh Bullock, President
FROM: Beth Gerl, Vice President for Student Services
DATE: October 3, 2019
RE: Student Government Elections

On September 18 and 19, 2019, the Student Government Association (SGA) conducted an election for the 2019-2020 freshman members for the Student Government Association. Lake Land College students were informed about the election through the Laker HUB, printed flyers distributed throughout campus, announcements in classes, WLKL radio announcements, and on the College's Facebook page. 300 students participated in the election.

The list below identifies the eight students elected to the SGA. Official election results are attached to present for certification at the October meeting of the Board of Trustees. Please contact me if you have questions. Thank you.

Lucas Dudit	Pre Engineering	Pana
Brianna Ulmer	Ag Transfer	Greenville
Breanne Gullidge	Ag Transfer	Louisville
Caralee Hayes	Accounting	Effingham
Emmalee Sherwood	Elementary Education	Charleston
Cassie Peters	Ag Transfer	Crescent City
Suhyun Moon	Pre Nursing	Gimhue, South Korea
Natalie Swisher	Pre Vet Med	Pana

Judges certifying the election:
Eusebio Briseno, President, Student Government Association
Shelbie Kile, Student Trustee
Valerie Lynch, Director of Student Life

MEMO

TO: Beth Gerl
FROM: Valerie Lynch, Director of Student Life
DATE: September 25, 2019
RE: Student Government Freshman Elections 2019

The Elections for Freshman Student Government Association were held on Wednesday, September 18 & Thursday, September 19, 2019 online through the HUB. The students were informed about the elections through fliers on the tables in the commons areas of the buildings, announcements in classrooms, WLKL radio ads, through the HUB, texts, and on Lake Land College's Facebook page. Students were allowed to vote for up to five candidates for freshman SGA. A total of fifteen students ran for the eight positions available on the board. A total of 300 students cast votes in the election. The following are the results of the elections.

*Indicates a position on the respective board.

Freshman Student Government Association results:

* Lucas Duduit	129
* Suhyun Moon	108
* Emmalee Sherwood	67
* Natalie Swisher	66
* Caralee Hayes	60
* Brianna Ulmer	49
* Breanne Gullidge	48
* Cassie Peters	43


Monique Kimbrough	39
Brian Cox	37
Sara Hampsten	37
Brice Dallas	32
Dallas DeSherlia	31
Samantha Monterusso	31
Ky'Sean Green	29

Write-Ins:

Lucas Duduit	7
Tyler Meinhart	4
Ansh Dogra	3
Brian Cox	2
Andrew Matlock	1
Asa Hanson	1
Cool Cat	1
Darrius Frazier	1
Harambe	1
Josh Stutzman	1
Kyle Kocher	1
Lara Linke	1
Lucas Diduit	1
Madison Carson	1
Madison Neeley	1
Mitchell Tarr	1
Sara Hampsten	1



Valerie Lynch
Director of Student Life



Shelbie Kile
Student Trustee



Eusebio Briseno
SGA President

MEMO

TO: Dr. Jonathan Bullock, President
FROM: Madge Shoot, Comptroller
CC:
DATE: October 7, 2019
RE: Surplus Equipment


Below are items that have become surplus. They are obsolete and have little value to the college:

- 1 – 1994 Chevrolet Truck – No Compression (Not Running)
- 1 – 1999 Chevrolet Astro Van
- 1 – 3 wheeled bicycle
- 1 – Exam Bed
- Facial Chairs
- Several Lots of Furniture

As with past surplus items, we will seek the best financial route to follow in disposing of these items. Those routes could include sales to individuals, auction house consignment, and/or wholesale purchasers.

I recommend declaring these items as surplus materials and seek authorization to dispose of these items in a manner most beneficial to the college.

MEMO

TO: Dr. Josh Bullock, President 

FROM: Bryan Gleckler, Vice President for Business Services

DATE: September 27, 2019

RE: Addendum #3 to CTS Performance Contract

As previously discussed with the Board of Trustees, we are proposing to amend CTS' performance contract with Lake Land College for the following planned campus projects: Addition of campus solar arrays to be placed on various building rooftops; and, the design and coordination of the construction activities for the Foundation & Alumni Center and the Workforce Center to be constructed on campus. The total cost to CTS for these projects is \$1,311,742.

Given this, we are recommending that the Board of Trustees approve addendum #3 to the CTS performance contract to expand the solar capacity on campus and facilitate the construction of the Foundation & Alumni Center and the Workforce Center in the amount of \$1,311,742.

**CALENDAR YEAR 2020 PROJECTS:
PHASE II SOLAR ARRAYS and DESIGN DEVELOPMENT for WORKFORCE
TECHNOLOGY and ALUMNI BUILDINGS
ADDENDUM #3**

CUSTOMER NAME:
DATE OF SUBMISSION:

**Lake Land College
October 14, 2019**

SCOPE OF WORK

Initial project focus will be the second phase of campus solar arrays as Lake Land College (referenced herein as the "College", "Customer", or "LLC") continues to embrace environmental stewardship. Plans are to place roof top mounted arrays on Luther Student Center, Neal Hall, Northeast Building and the Power Plant.

The College will be relocating the Workforce Technology program back on the central campus with the plans to open the new building by January 1, 2021. In addition, the planned campus renovations in 2020 include tearing down the old Bookstore (services were relocated to the Luther Student Center) and building a new Alumni Building that will face Alumni Park (open in August 2020). CTS will work with the College and jh petty & associates to design both buildings to support the College's program needs. This phase of the contract represents only the design development of both these buildings. The Design and Development Scope of Services have been identified below and will be presented to the Board of Trustees at the October 2019 meeting. The subsequent construction phase and Implementation contract of these building projects will be considered by the Board of Trustees after design documents are completed, soliciting of contractor services, and presentation of final construction costs. As jh petty & associates and WRF Engineers proceed through design development, CTS will explore opportunities to complete portions of the building renovations that can be completed in a reasonable sequence. We will support the College as the Program Manager for non-energy related projects, remaining the College's agent and advisor throughout the building renovations anticipated to start in spring of 2020 with anticipated substantial completion dates noted above (*this will be greatly impacted by the early design developments with the design team and meeting their milestone schedule dates with the College stakeholders*).

General Requirements for Solar Array Installations

CTS will meet the CUSTOMER's intention to have a complete turnkey installation. The Scope of Work will be installed in a neat and workmanlike manner following all applicable building and seismic codes. CTS will provide owner training on systems installed through CTS. CTS will handle any necessary local permits and work with the CUSTOMER on any required ICCB documentation.

Construction Drawings & Submittals

The following applies to the planned installation of the Solar Arrays and the design documents of the Workforce Technology and Alumni Building:

- A. For all equipment, systems and materials, CTS shall furnish submittals to LLC personnel. Before submitting, CTS shall check same against project conditions which may vary from dimensions on the drawings. Submittals shall bear evidence of having been checked by CTS prior to submission.
- B. Architectural equipment, systems and materials can be transmitted in *pdf* format to the Director of Facilities or Vice President for Business Services.
- C. LLC personnel will review shop drawings and submittals to see that they conform to the original drawings and specifications, but it shall be the responsibility of CTS to see that work complies with the Contract Documents, and fits to project conditions and to material installed later. CTS shall be responsible for dimensions and quantities.
- D. Fabrication or installation of equipment, systems or materials shall not proceed until each respective submittal bears evidence of review by LLC personnel.

Solar Array As-Built Drawings

CTS shall, during progress of the work, record all changes or deviations from the original drawings and layout of the work and record critical dimensions of buried or concealed work. At the completion of the project CTS shall deliver to LLC one marked up set of "As-Built" drawings. CTS to provide AutoCAD architectural, mechanical, electrical and plumbing drawings.

SCOPE OF WORK
(Continued)

Solar Arrays:

CTS will furnish and install four (4) solar arrays throughout the College. This will represent a turnkey installation that will include: engineering, furnish, and installing a fully functional, grid-interactive, solar photovoltaic system that is fully compliant with local building code, NEC-2011, and the local utility interconnection standards. CTS to coordinate final utility interconnection and energizing system with Coles-Moultrie. Installation work to be done during normal working hours. Work that requires building power to be turned off to be completed during a weekend and coordinated with the College ahead of time.

Structural Analysis has been performed and these documents will be provided to the College. Services will include all installation labor, crane and rigging personnel, and array commissioning.

The depictions below illustrate the solar PV layouts throughout the campus. Final layouts are subject to change as necessary to meet Solar Renewable Solar Credits (SRECs) size requirements.

All such construction and maintenance must be performed consistent with commercially reasonable efforts and prudent solar industry standards for projects done on college property and, in connection therewith, CTS will install one or more caution signs as necessary.

Luther Student Center



EQUIPMENT

Luther Existing Building

- Total system size 41.7 kW. Final layout and module selection to be determined based on availability and optimum locations.
- 1 Chint CPS SCA36KTL Inverters or equivalent
- Custom RBI Racking system or equivalent
- 1 – AC Disconnect
- Balance of System: Junction Boxes, Conduit, Conduit Bodies, Panels, Wire, Ballast, Connectors, Fittings, Labels

SCOPE OF WORK
(Continued)

Luther New Building

- Total system size 27.3 kW. Final layout and module selection to be determined based on availability and optimum locations.
- 1 Chint CPS SCA26KTL Inverters or equivalent
- Custom RBI Racking system or equivalent
- 1 – AC Disconnect
- Balance of System: Junction Boxes, Conduit, Conduit Bodies, Panels, Wire, Ballast, Connectors, Fittings, Labels

Northeast Building



Northeast Building

- Total system size 116 kW. Final layout and module selection to be determined based on availability and optimum locations.
- 2 Chint CPS SCA50KTL Inverters or equivalent
- Custom RBI Racking system or equivalent
- 1 – AC Disconnect
- Balance of System: Junction Boxes, Conduit, Conduit Bodies, Panels, Wire, Ballast, Connectors, Fittings, Labels

SCOPE OF WORK

(Continued)

Neal Hall



Neal Hall

- Total system size 140 kW Final layout and module selection to be determined based on availability and optimum locations.
- 2 Chint CPSSCA60KTL invertors or equivalent
- Custom Ecolibrium EcoFoot2 Racking system or equivalent
- 1 – AC Disconnect
- Balance of System: Junction Boxes, Conduit, Conduit Bodies, Panels, Wire, Ballast, Connectors, Fittings, Labels

Power Plant



Power Plant

- Total system size 39 kW. Final layout and module selection to be determined based on availability and optimum locations.
- 1 Chint CPS SCA36KTL Invertors or equivalent
- Custom RBI Racking system or equivalent
- 1 – AC Disconnect
- Balance of System: Junction Boxes, Conduit, Conduit Bodies, Panels, Wire, Ballast, Connectors, Fittings, Labels

SCOPE OF WORK

(Continued)

Scope of services to include the design packages signed/sealed by an Illinois Professional Engineer. This will include permit and inspection requirements. Any in-field modifications required to meet the proposed power capacity will be reviewed with the College and reflected in the As-Built documents.

Roof bearing points: Compatible with roofing materials, based on manufacturer acceptance.

Roof protection shall be ensured by placing plywood, Masonite, or OSB sheets under all pallets, and ensuring the protective sheeting does not have any nails, screws, or other hardware that could damage the roof.

CTS will ensure the system is commissioned and demonstrate seven (7) days of uninterrupted photovoltaic system operation following substantial completion prior to turnover to the College.

CTS will coordinate a training session for College's operational team to provide basic training, operation, and maintenance indoctrination.

Shop Drawings to include:

- i. Layout: CTS will provide drawings that include a system schematic diagram, photovoltaic module layout overlaid on site plan, elevation, and single-line diagram.
- ii. Single-Line Diagram: Depicting all components, sizes, and locations, including wire and conduit count, type and size.
- iii. Sign and Placard Placement: A site plan and elevation showing location of key components and all required signs and placards.
- iv. Rack assembly and ballasting and/or connection plan.

College Responsibilities:

- College to provide ongoing cleaning as needed of solar modules.
- College to provide Wi-Fi connection for contractors, as necessary.
- College to provide space for laydown of equipment from project start to stop.
- We suggest the College carry a Business Interruption Insurance Rider with College's Insurance Provider that offset any losses of production revenue due to direct physical loss of or damaged to property throughout the term of SREC timeline.

Project Clean Up:

CTS and our Contractors will be responsible for daily and weekly clean-up of any item resulting from their work. CUSTOMER will notify CTS if they are delinquent on the clean-up of their items. If CTS' Contractors do not immediately comply, CUSTOMER will have their debris cleaned up and deduct the costs for this work from their contract.

Exclusions:

1. Remove any existing equipment on the roofs.
2. Repair of any unforeseen structural problems.
3. All work done during normal hours. If utility shut down is required, that to be coordinated with the College outside of normal operating hours.
4. Any utility installation or metering requirements.

Price for Solar Array Installations: \$807,783

\$ 789,492 Design Development & Installation

\$ 18,291 Initial Five Year Annual O&M Services

Our recommendation is that the College include provisions for:

\$ 48,000 Utility Interconnection & Upgrade ALLOWANCE

SCOPE OF WORK

(Continued)

Alumni Building and Workforce Technology Building Design & Development:

The College is currently working with CTS Group, Joe Petty & Associates, and WRF Engineers on designing the construction of the future Alumni Building and Workforce Technology Building. This team has worked with Administration and Staff “at-risk” over the last six months to consider site utilities, possible floor plans, and renderings that will be shared with the Board of Trustees.

As the design development transitions from schematic design to development of construction documents, the following scope of services will be provided.

Design Documents to be consistent with JH Petty & Associates initial schematic floor plans. The overview below is specific to the work for the design development of Alumni Building and Workforce Technology Buildings. CTS to provide a turn-key service for the Architectural and Engineering design of these buildings. ***(Final Construction will be considered as subsequent contract addendum.)*** It is anticipated that Site work will commence in no later than early next spring, with the anticipated building renovations completion in August of 2020 and January 1, 2021 respectively.

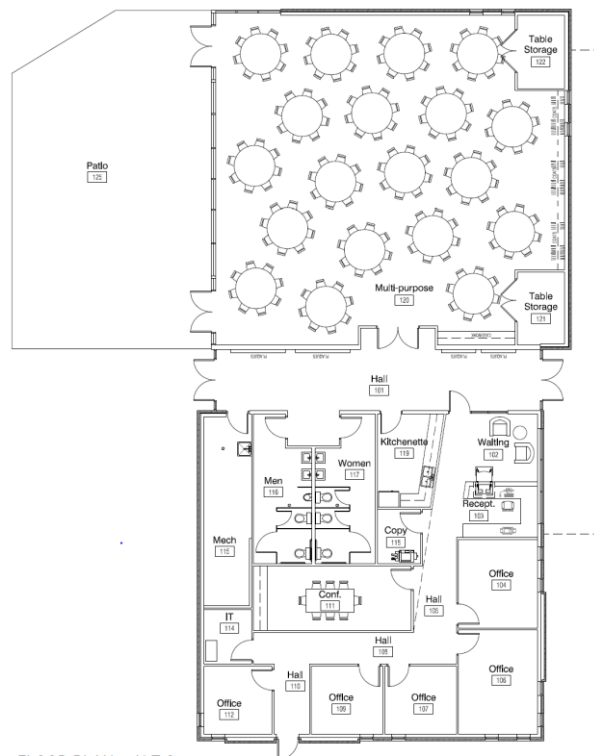
The College will have the opportunity to review and approve final architectural plans, construction documents, and equipment schedules. All Work is to be completed in compliance with the International Building Code (IBC) 2012 and all applicable state and local building codes. Design will include adding both buildings to the campus wide geothermal system.

Final Design may impact overall contract pricing as we consider the College’s preference in lighting, audio, visual, and room finishes. We have anticipated some of these costs, but the final pricing will be adjusted higher or lower based on the final selections by the College.

Because other activities of the College will be proceeding at the same time as the work covered by this Scope of Work, CTS shall cooperate with the College to ensure that all contract work progresses in a manner which does not conflict with other activities.

Alumni Building (5,535 Square Feet)

Final Design to be consistent with schematic floor plan
(dated 9/6/19)



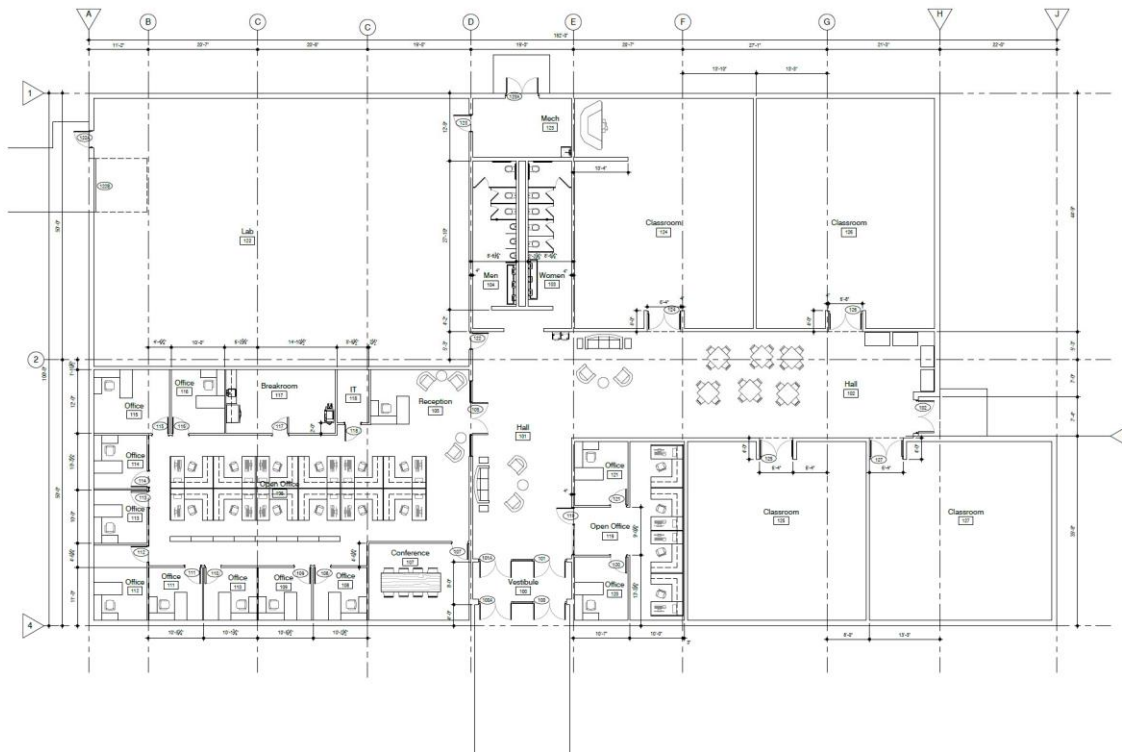
FLOOR PLAN - N.T.S.



SCOPE OF WORK
(Continued)

Workforce Technology Building (16,750 Square Feet)

Final Design to be consistent with **jh petty & associates** schematic floor plan (dated 9/4/19)



SCOPE OF WORK

(Continued)

Overview of CTS Program Management Services

Additional details will be provided in the Construction Implementation contract.

General Conceptual Approach

- CTS to perform as “Program Manager” for non-energy related projects, remaining the College’s agent and advisor throughout the building renovations. As a Program Manager, CTS will provide construction insight and functionality to the future proposed building renovations, and support/lead the implementation of any non-energy related building renovations. Energy related renovations will be provided through CTS, similar to past building renovations through the Performance Contract model.

Pre-Construction Phase

- CTS will work with the Design Team to oversee construction schedule and “constructability” of the proposed building renovations. CTS will review 75% Construction Document estimates with College and Design Team and will review 95% Construction Documents prior to release of bid documents.
- CTS shall advise the College and Design Team if it appears that the Cost of the Work may exceed the College’s budget and make recommendations for corrective action and cooperate with the College and Architect in making such adjustments.
- The non-energy related projects will be competitively bid direct to the College through trade contractors. CTS will solicit energy related services with preferred subcontractor trades.

Construction Phase Administration

- CTS will provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed. CTS to provide on-site administration of the contracts for construction in cooperation with the Design Team. CTS to provide administrative, management and related services to coordinate scheduled activities and responsibilities of the multiple prime contractors.

PAYMENT SCHEDULE

Summary of Project Cost

Price for new solar arrays	\$ 807,783
Professional Design Development Services with JHP & WRF	\$ 383,494
Professional Civil Engineering and Land Survey/Testing	\$ 63,690
Compensation for Pre-Construction Services	\$ 56,775
<i>And billable hours and reimbursables</i>	

\$1,311,742

The College anticipates the Alumni Building and Workforce Technology Building to be substantially completed by August 30, 2020 and January 1, 2021 respectively.

The Design Development Team foresees the release of three bid packages between Alumni and Workforce Technology Buildings:

Alumni Building:

1. Complete Construction Bid Documents by November 11, 2019

Workforce Technology Building:

2. MEP & Site / Structural Construction Bid Documents by November 11, 2019
3. General Construction and Interior Finishes by December 5, 2019

The following will be invoiced upon contract execution.

- A mobilization fee of 5%
- Initial Payment of the Pre-Construction Services of Alumni Building and Workforce Technology of \$10,000

The balance of the payments will be invoiced during Design Development of Alumni and Workforce Technology Buildings and the Construction of the Solar Arrays.

The project shall be invoiced on a monthly basis for the work completed and equipment ordered for the project, per Schedule of Values. These progress invoices shall be submitted on the last day of each month. All invoices shall be billed as net thirty (30) days.

CONTRACT TERMS

This Addendum #3 is part of the Master Agreement Group II (see Section 13.1 of the Master Agreement Group II), which governs the scope of works described in this Addendum #3. The Master Agreement Group II and this Addendum #3 are collectively referenced herein as the "Agreement."

The following terms and conditions are added to the Agreement:

1. **Compliance with SRECTrade ABP Agreement.** CTS agrees that as part of the consideration for this Agreement, CTS shall be responsible for performing all of the College's duties and responsibilities required by the SRECTrade Illinois ABP Agreement ("ABP Agreement") entered into on October ____, 2019. CTS shall not assign or delegate such duties and/or responsibilities without the written consent of the College.
2. **Indemnification.** In addition to the indemnification language contained in Article 8 of the Master Agreement, CTS agrees to indemnify, defend, and hold CUSTOMER, and CUSTOMER's consultants, agents, officers, board members, directors, and employees harmless from and against any and all claims, damages, expenses, liabilities, and losses, including attorneys' fees, arising from or out of, or related to, any breach by CTS of its obligations under this Agreement and/or any claim for bodily injury, death, and property damages or loss to the extent such breach or claims result from, arise under, or caused by the negligent actions or omissions or willful misconduct of CTS, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose actions they may be liable, in connection with this Agreement. Except as otherwise provided herein, CTS's obligation, if any, to indemnify the CUSTOMER does not extend to losses sustained in whole or in part as a result of the CUSTOMER's (or its agent's) negligent acts or omissions. Moreover, CTS agrees to assume liability for all claims for bodily injury to or death of its own employees, including all costs and legal fees incurred by CUSTOMER related thereto, to the extent caused by CTS's negligence, notwithstanding any limitations of liability afforded CTS under any Worker's Compensation laws. CTS shall also indemnify the College for any claims or loss of payment required by Section 1.05 of the ABP Agreement resulting from, arising under, or caused by the: (a) breach of this Agreement by CTS, (b) breach of the responsibilities that CTS shall perform under ABP Agreement (pursuant to Section 1 above), or (c) negligent actions or omissions or willful misconduct of CTS, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose actions they may be liable, in connection with this Agreement.

O&M SUPPORT SERVICES

CTS shall provide following Services at no additional cost in accordance with attached work scope documents and terms and conditions, which form a part of this Agreement. The Support Services will maintain the solar arrays installed at the CUSTOMER's site(s).

CTS SHALL PERFORM EACH OF THE SERVICES LISTED BELOW:

I. Programs

In addition to those responsibilities described in the Agreement, CTS shall be responsible for the establishment and implementation of the following programs, standards and procedures, which require CUSTOMER approval and which are included in the "O&M Support Services" to be provided by CTS.

- 1.1. The program for establishing specific operating goals for each functional Project area, for managing resources to minimize personnel turnover, and for qualifying personnel, to operate and maintain the Project (including the basis for qualification of personnel).
- 1.2. The program for communicating and cooperating with CUSTOMER and Other agencies.
- 1.3. The Project management standards for conduct of operations, Project safety, conduct of maintenance, housekeeping, material condition, and records management.
- 1.4. The program for preparing supporting documentation, meter readings and information necessary to accurately prepare, justify and support monthly invoices in accordance with the terms and conditions of

the Project Agreements.

- 1.5. Developing the procedures used to operate the Project as well as monitoring, evaluating, and proposing revisions to such procedures.
- 1.6. The Project operations and monitoring program which provides the requirements for:
 - Monitoring of Project Performance
 - Monthly Project Performance Calculations and Report
 - Operating Practices
 - Control of Solar Power Facility Equipment
 - Training Program to ensure Lake Land College Maintenance staff understands the facility and able to respond in case of an emergency or potentially take a larger role in system maintenance once CTS completes the included plan
 - Operator Qualifications
 - Operating Procedures
 - Status of Major Equipment
- 1.7. The maintenance program which provides the requirements for:
 - Maintenance Planning
 - Maintenance Procedures
 - Preventive Maintenance
 - Predictive Maintenance
- 1.8. The materials management program which provides the requirements for:
 - Procuring Materials and Tools
 - Inventory Levels and Control
 - Renewal of Inventories

- 1.9. The diagnostic testing program for maintaining the Project and Project equipment, including both system and component level testing.
- 1.10. The housekeeping / cleanliness program which provides the requirements for:
 - General Project Cleanliness
 - Equipment Condition Inspections
- 1.11. The problem assessment program which provides the procedure for determining the cause(s) of operational or equipment failures and preventing future failures through recommended improvements, including justification for such recommendations (i.e., basis of recommendation and economic analysis).
- 1.12. The records management program for maintaining the traceability and documentation of Project performance.
- 1.13. The Project safety program which provides the requirements for establishing:
 - Safety Monitoring
 - Accident Prevention Program
 - Accident Reporting
- 1.14. Yearly reporting systems of Project performance to CUSTOMER.

Example of Project Performance Report by customer (below):

	Hamilton County Jail Production (kWh)	Hamilton County Health Dept Production (kWh)	Hamilton County Corrections Production (kWh)	Hamilton County Juvenile Production (kWh)	Notes
Jan-18	-	-	-	-	
Feb-18	-	-	-	-	
Mar-18	-	-	-	-	
Apr-18	-	-	-	-	
May-18	-	-	-	-	
Jun-18	-	-	11,518	-	
Jul-18	-	17,201	33,867	-	
Aug-18	221,329	15,754	31,461	75,833	
Sep-18	163,365	18,970	23,095	103,991	
Oct-18	116,167	14,846	18,553	94,984	
Nov-18	74,640	9,424	8,915	45,608	
Dec-18	73,350	9,663	6,893	37,868	
Jan-19	74,710	7,751	6,640	29,399	
Feb-19	79,444	10,180	9,163	47,480	
Mar-19	154,274	17,174	16,223	88,044	
Apr-19	162,611	21,799	20,897	102,968	
May-19	195,453	23,521	25,537	118,940	
Totals	1,315,342	166,284	212,762	745,115	
Totals	\$105,622	\$13,353	\$17,085	\$59,833	Rate of \$.0803 per contract
Grand Total Solar				\$195,892	

II. Specific Requirements

CTS' scope of Services is based on the Project design as described in certain of the Project Agreements, vendor manuals and design drawings.

2.1 Provide trained personnel as is reasonably necessary to operate and maintain the Project and provide the Services set forth in this Agreement.

2.2 Operate and maintain the Project in accordance with the O&M Annual PM Scope.

2.3 Plan and manage on-site operations and maintenance activities, including:

- Assuring that the Project is operated in accordance with this Agreement and in a safe, reliable, efficient, and prudent manner.
- Assuring that operations and maintenance personnel are trained and qualified for their assigned responsibilities and tasks, and that such qualification is maintained.
- Assuring that the Project meets contract, regulatory, and environmental requirements set forth in the Project Agreements or otherwise identified by CUSTOMER or CTS.
- Managing and controlling costs consistent with budget requirements.
- Planning, scheduling and managing work and maintenance activities.
- Defining and documenting operational technical requirements.
- Defining and delineating responsibilities between CTS and CUSTOMER and identifying reporting requirements.
- Establishing labor relations and personnel programs that will meet state and federal requirements and encourage employee retention.
- The Operator (CTS) will have spare parts for replacement of failed components.
- Controlling outages, both planned and unplanned, by using detailed and integrated plans and schedules, and resource management.
- Maintaining Project performance levels by using routine system and component performance testing.
- Maintaining a file of preplanned outage-related work to allow for efficient use of any forced outage downtime.
- Establishing contract agreements with Project equipment vendors, industrial suppliers, jobbers, and maintenance contractors in accordance with Project Agreements to ensure timely response to Project maintenance needs.

2.4 Perform certain tasks, duties, responsibilities and obligations assigned to CUSTOMER under the Interconnection Agreements, including, but not limited to, the following:

- Performing routine surveillance of all equipment routinely used to communicate with the System Operator.
- Notifying the System Operator of any routine maintenance activities which will require clearance from the System Operator.
- Providing the System Operator and Owner's Customers with all required information regarding the Project's availability.
- Responding to dispatch orders.

2.5 Execution or oversight of routine preventive maintenance ("PM") activities in accordance with Prudent Utility Practice by the Operator's (CTS) Solar Service Manager, Data Analyst, Measurement and Verification Specialist, and Solar Technician, including but not necessarily accurate and without limitation:

- Visual Inspections
- Operational Monitoring
- Trend Analysis
- Calibration
- Measurements
- Adjustments
- Hydrostatic Tests
- Replacement of Wear / Sacrificial Parts
- Resistance Testing
- Wire Checks
- Torque Checks
- Infrared Imaging of Inverters and Modules on 10% of System
- IV Curve Testing

2.6 Execution or oversight of routine corrective maintenance ("CM") activities in accordance with Prudent Utility Practices to troubleshoot, inspect, and repair the equipment upon identification and detection of certain conditions, including without limitation:

- Physical fault conditions such as:
 - ✓ Blocked / stopped flow
 - ✓ Fractures / break / breaches
 - ✓ Cracks
 - ✓ Distortion / displacement
 - ✓ Corrosion / discoloration
- Out of specification conditions such as:
 - ✓ High / low flow, pressure, temperature, or chemistry
 - ✓ Off voltage
 - ✓ Out of limits / adjustments
 - ✓ Erratic output
 - ✓ Intermittent / spurious operation
 - ✓ Failure to control / hold
 - ✓ High / low output
 - ✓ Improper timing
- Demand fault conditions such as failure to:
 - ✓ Start / run / operate
 - ✓ Stop
 - ✓ Open
 - ✓ Close
 - ✓ Move / release / respond
- Abnormal characteristics such as:
 - ✓ Overheating
 - ✓ Noise
 - ✓ Vibration
 - ✓ Chatter
 - ✓ False response
- CM activities not requiring equipment shutdown shall be performed as soon as possible and in order of priority. CM activities requiring equipment shutdown shall be performed when equipment is removed from service.

2.7 The PM and CM activities will be inventoried and performed on a system-by-system basis and shall apply to the following equipment types:

- Circuit Breakers (all types)
- Batteries (all types)
- Electric Heaters
- Heat Tracing
- Control Relays (AC / DC)
- Transformers
- Controllers
- Switches (all types)
- Filters / Strainers

2.8 Perform such other tasks and services which CUSTOMER may reasonably request from time to time in connection with operation of the Project.

2.9 Panel and Inverter Warranty:

- Solar panel and inverter warranties are 10 years including parts and labor and a 25 year production warranty for the solar panels (by the manufacturer). Oversight and implementation of manufacturer's warranty will be provided by our service contract. If the service contract is executed past the bank loan period, solar panels, inverters, and wiring, racking and connections will be fully covered.

Description	Part/Model	Quantity
Solar Panel		
Inverters		

*When installation is completed, these exact quantities and models will be filled out.

2.10 Balance of Systems:

- Wiring, racking, and connections will be fully covered, which includes wiring, racking, and connections.
 - ✓ Array visual Inspection - wire management, connector tightness, insulation inspection
 - ✓ Verify fence condition and grounding
 - ✓ Inspect system and site drainage
 - ✓ Site security inspection

2.11 O&M Annual PM Scope:

These PM tasks will be performed once annually, but will occur on two separate visits:

1. Module Visual Inspection:
 - Inspect 100% of glass side for cleanliness and obvious defects (cracked glass, delamination, buss-bar separation, moisture intrusion)
 - Thermal Scan 10% of modules
 - Array ground/racking debris removal and vegetation inspection (heat cracks, tears, and signs of separation)
 - Inspect 10% of module clamps for looseness
2. String Inverters:
 - Inspect for corrosion, labeling and basic condition of housing
 - Verify functionality of display and operation of PV system
 - Inspect base of inverter and conduit entry points
 - Clean inverter interior and inspect for moisture intrusion
 - Check string fuse functionality
 - Check ground straps and ensure all grounds are intact and tight to the enclosure
 - Clean heat sinks and filters (replace filters if necessary)
 - Torque AC and DC conductor connections to manufacturers specs
 - IR scan all string terminations
3. AC/DC Disconnects, AC Combiners & Panel Boards:
 - Cycle all movable parts in AC/DC disconnect, AC Combiners & Panel Boards
 - Torque all conductor connections to manufacturers specs
 - IR scan all string terminations

4. DAS & MET Stations

- Inspect cabinet for labeling, corrosion, moisture intrusion and basic condition of device
- Ensure all conductors and wires are routed in a neat and clean manner
- Torque data terminations to manufacturers specs
- Clean reference cell and/or pyranometer (Replace desiccant)
- Verify functionality of all DAS Components
- Schedule of Periodic Maintenance
- IV curve testing on modules, thermographic scanning of modules, inverters, AC panel boards, and other associated equipment

Example of Service Report (Below):

JMS Service Report			
Date:	06Feb2019		
Technician:	Wayne Alley		
Job Number:	9000-3000.0230.0230		
Cust PO/WO#:		See "Time Tracking Log":	Y/N

Customer		Service Site	
Company:	Sheridan Community Schools	Site Name:	Sheridan Elementary School
Contact Name:	Dave McClain	Address:	24795 Hinesley Road
Phone #:	(317) 371-0404	City/State:	Sheridan IN
Email:	dmcclain@sheridan.k12.in.us	Zip Code:	46069
Reason for Visit:			
Change Inverter 61			
Work Performed/Action Taken:			
<ul style="list-style-type: none"> • Loaded new Fronius inverter from JMS shop to transport to Sheridan Elementary for install • Checked in with front office before maneuvering on-site • After locating inverter 61, we powered unit down and utilized LOTO on disconnect • Uninstalled old inverter and isolated DC strings to finish removal • Packaged up bad inverter for return • Mounted new Fronius back plate • Re-installed DC strings and AC wires • Mounted new Fronius inverter and pulled communications through for install • Transferred old Fronius cover to new inverter (cover that is sent with replacement inverter is for transportation purposes only) • Powered up new inverter and verified production 			

<ul style="list-style-type: none"> Transported bad inverter back to shop to apply RMA label and communicated with Barb that old inverter was ready for shipping 				
Root Cause of Problem:				
<ul style="list-style-type: none"> Internal arcing on line side of inverter 				
Manufacturer Case #:				
Equipment Replaced:		Yes		
Qty	Description	Model #	Serial #	Warranty
1	Fronius Symo 24.0-B 480 EXC	4,210,056,801A	27303605	Yes
				Y/N
				Y/N
Conclusion:				
Work is complete and service report can be closed				
Final Checklist:				
Final Walk-through completed:	Yes	Monitoring verified:	Yes	
All devices tested:	Yes	Customer notified of departure:	Yes	
Report Completed:	Yes	Follow-up service required:	No	



Materials Purchased:		No	Receipt Attached:		No
Qty.	Description		Unit Price	Total	

Time Tracking Log					
Technician	Date	Time in:	Time out:	Total Hours on site	Drive Time:
Wayne Alley	6Feb			2.5	
Tony Johnson	6Feb			2	

(All time for job completion including multiple days and multiple technicians should be completed above.)

Totals	
Total Materials:	0
Total Hrs:	4.5

Malfunction. Each of CUSTOMER and CTS will notify the other within one business day following the discovery by it of (a) any material malfunction in the operation of the System or (b) an interruption in the supply of Services under this Agreement. CTS and CUSTOMER each will notify the other Party immediately upon the discovery of an emergency condition in the System. If the supply of Energy from the System is interrupted as a result of malfunction or other shutdown, CTS shall use commercially reasonable efforts to remedy such interruption.

Maintenance of Health and Safety. CTS shall take all reasonable safety precautions with respect to the operation, maintenance, repair, and replacement of the System and shall comply with all applicable health and safety laws, rules, regulations, and permit requirements. If CTS becomes aware of any circumstances relating to the Premises or the System that creates an imminent risk of damage or injury to any Person or any Person's property (and, should CUSTOMER become aware of such circumstances, CUSTOMER shall promptly notify CTS with respect thereto), CTS shall take prompt action to prevent such damage or injury and shall promptly notify CUSTOMER.

System Repair and Maintenance. CTS shall give CUSTOMER ten (10) days advance notice for any suspension of delivery of electricity due to repair and maintenance. CTS shall give CUSTOMER notice as soon as practicable for unplanned suspensions. CTS shall use commercially reasonable efforts to (i) minimize any interruption in service to the CUSTOMER, and (ii) limit any such suspension of service to weekend or off-peak hours when the Premises are not being used for College classes. For purposes of this Section, "off-peak hours" means when classes are not in session and no education or education sponsored activities are being performed.

System Testing. Promptly after completion of construction of the System, CTS shall, at no cost to CUSTOMER, test the System to confirm that the System (i) is capable of delivering electricity in accordance with the operational requirements set forth in the Plans and Specifications and (ii) meets all requirements established by the Local Utility and Applicable Law.

Non-Interference. CTS shall provide the O&M Services, including making all repairs, structural or non-structural, as required to the System from time to time, in a manner that will not unreasonably obstruct or interfere with CUSTOMER's use of the Premises or with the improvements on, or the rights of any other occupants or person in possession of, any other portion of the Premises. Neither Party will injure or interfere with the quiet enjoyment of the other Party or any occupants or persons in possession of any other portion of the Premises. In the event any such interference or injury occurs, the breaching Party shall take all reasonable steps necessary to eliminate such interference or injury promptly.

Net Metering:

Title to Electricity, Net Metering Credits. CUSTOMER shall own and be entitled to all right, title and interest to all of the electricity generated by the System.

Metering of Delivery. CTS shall measure the amount of Energy supplied to CUSTOMER at the Delivery Point using a revenue-grade metering system that meets ANSI-C12.20 standards for accuracy ("Meter"). Such meter shall be installed and maintained at CTS' cost. The meter shall be kept under seal, such seal to be broken only when the meter is to be tested, adjusted, modified, or relocated. In the event that either Party breaks a seal, such Party shall notify the other Party as soon as practicable. CUSTOMER shall have access to the metered energy output data via the monitoring system installed and maintained by CTS as part of the System, as well as all other records related to the production, distribution and sale of the electricity.

Meter Verification. CTS shall calibrate the Meter in accordance with manufacturer's recommendations. Annually, or earlier if either Party has reason to believe there may be a meter malfunction, CTS shall test the meter and provide copies of such tests to CUSTOMER. The tests shall be conducted by a qualified independent third party. CTS shall notify CUSTOMER seven (7) days in advance of each such test, and shall permit CUSTOMER to be present during such tests. If a meter is inaccurate, CTS shall promptly cause the meter to be repaired or replaced. If a meter is inaccurate by more than two percent (2%) and the duration of such inaccuracy is known, then guaranteed savings amounts reports shall be adjusted accordingly. If a meter is inaccurate by more than two percent (2%) and it is not known when the meter inaccuracy commenced, then

prior guaranteed energy savings reports shall be adjusted for the amount of the inaccuracy on the basis that the inaccuracy persisted during one-half of the period since the prior meter test. Notwithstanding the foregoing, CUSTOMER may install, or cause to be installed, its own revenue-grade meter at the same location as the Meter. If there is a discrepancy between the data from CUSTOMER's meter and the data from the Meter of greater than two percent (2%) over the course of a Contract Year, then CUSTOMER may request that CTS calibrate the Meter at CTS' cost.

Net Metering Agreement. CTS must negotiate and enter into a Net Metering Agreement with the local utility to implement this Agreement.

Both the Interconnection Agreement and Net Metering Agreement described above must include terms and conditions sufficient to allow for performance of this Agreement. Should either of these items not be accomplished by CTS, this Agreement will automatically terminate and be of no force or effect against either Party and no liability by either Party to the other.

Time and Material:

The following items are not included in this O&M contract. They will be charged as a Time and Material job:

1. Damaged equipment outside of normal wear & tear, to include but not limited to: car accidents, vandalism, storm damage, etc. These damages will be covered through insurance, which can be done by the CUSTOMER. To do so, CUSTOMER will contact CUSTOMER's insurance agent and have the agent provide special property insurance and business interruption insurance on an actual loss sustain basis for the solar array.
2. Panel cleaning: Due to weather conditions in the Midwest the Operator (CTS) will not perform panel washing. We will provide panel washing at our cost if we find that excess soiling is affecting production.

A proposal for future Scope of Work is to be submitted by the CTS to CUSTOMER. If approved, CUSTOMER will sign the proposal and provide CTS with a Purchase Order before the work will begin.

Payment Schedule:

The Operations and Maintenance Schedule takes effect on the Substantial Completion Date of the Solar Arrays and will continue for the 60 month term of the contract. The O&M Services will automatically renew on a year-to-year basis for up to 120 months after the original term ends unless the CUSTOMER gives CTS a written notice that it does not wish to renew. The notice must be delivered at least 60 days before the end of the original term or of any renewal year. The sixth year \$4,114 annual Service Fee or fair market value fee will be invoiced at the beginning of the contract year, and all payments under this agreement will be due and payable in accordance with the *Illinois Local Government Prompt Payment Act*. Yearly renewals will be escalated at 2% or at fair market value.

Term & Termination:

Term: The initial term of this Agreement will begin on the Effective Date and continue for a period of five years. Thereafter, the term will automatically be renewed for consecutive terms of one year unless terminated by either party by the delivery of written notice to the other with least sixty (60) days' notice, or unless terminated as provided herein.

Interconnection Agreement. The Parties' obligations under this Agreement are conditioned upon CUSTOMER and the Local Utility executing an Interconnection Agreement with respect to the operation of the System and the local distribution utility's "final acceptance" of the System as provided in the Interconnection Agreement.

The Parties will not be obligated to go forward with installation of a System if the applicable utility approvals are conditioned upon material upgrades to the existing electrical infrastructure and neither Party elects to provide for such upgrades. CTS shall make all reasonable repairs or changes to the existing electrical infrastructure as described in the Scope of Work so that the System can achieve commercial operation and will be eligible for state rebate funding, if applicable.

Termination Prior to Installation. If, at any time after the Effective Date and prior to Commencement of Installation, (i) CTS reasonably determines that the installation of the System will not be technically or economically viable, and (ii) the Parties are unable to negotiate a Contract Price adjustment within thirty (30) days following written notice from CTS of any of the above conditions, then either Party may terminate this Agreement by providing ten (10) days' prior written notice to the other Party. Neither Party shall be liable for any damages in connection with such termination.

The Performance Guarantee Schedule of Savings is associated with the Operations & Maintenance Services, and if the CUSTOMER cancels or materially breaches the Operations & Maintenance Schedule, the Performance Guarantee shall terminate upon thirty days written notice to CUSTOMER. If the CUSTOMER unreasonably discontinues use of any of the Solar Arrays or fails to renew the O&M Services (other than due to CTS default, negligence, or fault), CTS may calculate an adjustment to the Savings Schedule set forth below and void the Energy Production Guarantee Below by sending written notice to the CUSTOMER.

If, during the Term, CUSTOMER ceases to conduct business operations at the Premises or vacates the Premises; the Premises have been destroyed; or the CUSTOMER is otherwise unable to continue to host the System or accept the electricity delivered by the System for any other reason (other than a Default Event by CTS), CUSTOMER may propose in writing the relocation of the System, at CUSTOMER's cost, in lieu of termination of the Agreement by CTS. If such proposal is practically feasible, the Parties shall seek to negotiate in good faith an agreement for the relocation of the System. If the Parties are unable to reach agreement on relocation of the System within sixty (60) days after the date of receipt of CUSTOMER proposal, CUSTOMER may terminate this Agreement.

CUSTOMER Termination For Cause. CUSTOMER may terminate this Agreement for cause if (1) CTS defaults in the performance of any material term of this Agreement; (2) any representation or warranty given by CTS under this Agreement was incorrect in any material respect when made; (3) CTS commences a voluntary case under any bankruptcy law, fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against CTS in an involuntary case under any bankruptcy law; or any involuntary bankruptcy proceeding commenced against CTS remains undismissed or undischarged for a period of sixty (60) days; or (4) fails or neglects to carry forward the Services in accordance with this Agreement. Following any of the above conditions, CUSTOMER may provide notice in writing of its intention to terminate this Agreement to CTS. If CTS, following receipt of such written notice, neglects to cure or correct the identified deficiencies within thirty (30) business days, CUSTOMER may provide a second written notice. If CTS has not, within thirty (30) business days after receipt of such notice, acted to remedy and make good such deficiencies, CUSTOMER may, without prejudice to any other rights and remedies of CUSTOMER, terminate this Agreement and recover from CTS all damages resulting from early termination of the agreement, all costs reasonably incurred by CUSTOMER by reason of the termination, specifically including, but not limited to attorney's fees, expert witness fees, court reporter fees and court costs, and any and all other amounts previously accrued under this Agreement and then owed by CTS to CUSTOMER.

CTS Termination For Cause. CTS may terminate this Agreement for cause (including, but not limited to, CUSTOMER'S failure to make payments as agreed herein) after giving CUSTOMER written notice of its intent to terminate. If, within thirty (30) days following receipt of such notice, CUSTOMER fails to make the payments then due, or otherwise fails to cure or perform its obligations, CTS may, by written notice to CUSTOMER, terminate this Agreement and recover from CUSTOMER payment for Services performed and for losses sustained for materials, tools, construction equipment and machinery, including but not limited to, reasonable overhead, profit and applicable damages.

CUSTOMER Termination Without Cause. CUSTOMER may, at any time, terminate the Agreement for convenience and without cause. Upon receipt of notice from CUSTOMER terminating the Agreement without cause, CTS shall cease operations as directed by CUSTOMER; (2) take necessary actions for the protection of and to preserve the System. In such termination for convenience, CUSTOMER shall pay CTS for Work properly executed, costs incurred due to the termination, and for all lost overhead and profit for the Work.

Cancellation - This Agreement may be canceled at CTS' option in the event CTS equipment on CUSTOMER'S premises is destroyed or substantially damaged. Likewise, this schedule may be canceled at CUSTOMER'S option in the event CUSTOMER'S premises are destroyed. In the event of such cancellation, neither party shall be liable for damages or subject to any penalty, except that CUSTOMER will remain liable for Services rendered to the date of cancellation.

Project Development License. CUSTOMER hereby grants to CTS and to CTS's agents, employees, contractors and the utility (i) a temporary, non-exclusive license (the "Project Development License") for access to, on, over, under and across the Premises, for the purpose of installing the System, from the Effective Date until the Operation Date. CTS and its employees, agents and contractors must comply with CUSTOMER's site safety and security requirements when on the Premises. Prior to the end of the term of the Project Development License, CTS shall restore, at its cost and expense, the Premises to a substantially similar condition that existed prior to the commencement of installation of the System, including, but not limited to, repairing sidewalks, paths and re-sodding of damaged removed grass.

SCHEDULE OF SAVINGS

The Master Contract Savings is amended to reflect the Phase II Solar Arrays installation.

Year	Avoided Increase in Utility Operating Costs (FEMPA)	Secured Grants and Utility Incentives	Long Term Operating Costs Savings	Guaranteed Savings
1	\$ 37,698	\$ 35,227	\$ -	\$ 72,925
2	\$ 38,882	\$ 47,456	\$ -	\$ 86,338
3	\$ 39,980	\$ 47,456	\$ -	\$ 87,436
4	\$ 41,172	\$ 47,456	\$ -	\$ 88,628
5	\$ 42,400	\$ 47,456	\$ -	\$ 89,856
6	\$ 43,665	\$ -	\$ -	\$ 43,665
7	\$ 44,967	\$ -	\$ -	\$ 44,967
8	\$ 46,308	\$ -	\$ -	\$ 46,308
9	\$ 47,689	\$ -	\$ -	\$ 47,689
10	\$ 49,112	\$ -	\$ -	\$ 49,112
11	\$ 50,576	\$ -	\$ -	\$ 50,576
12	\$ 52,085	\$ -	\$ -	\$ 52,085
13	\$ 53,638	\$ -	\$ -	\$ 53,638
14	\$ 55,238	\$ -	\$ -	\$ 55,238
15	\$ 56,886	\$ 24,451	\$ -	\$ 81,337
16	\$ 58,582	\$ -	\$ -	\$ 58,582
17	\$ 60,329	\$ -	\$ -	\$ 60,329
18	\$ 62,129	\$ -	\$ -	\$ 62,129
19	\$ 63,982	\$ -	\$ -	\$ 63,982
20	\$ 65,890	\$ -	\$ -	\$ 65,890
Total	\$ 1,011,208	\$ 249,502	\$ -	\$ 1,260,710

The Baseline Period is defined as **January 2018 – December 2018**.

1.1 Energy Savings. The total guarantee of energy cost avoidance is \$37,698 within the first year of the below listed ECMs. Energy savings are based on a 3.5% annual inflation escalation and a 0.5% annual solar array degradation. The savings are based on the listed Energy and operational Cost Avoidance Guarantee Practices contained in Section 1.3 herein.

ECM #1 Solar PV System at Luther Existing Building

The system is a 42 kW rooftop solar PV System. Final layout considerations for optimizing system performance may be considered and reflected in final as-built drawings.

ECM #2: Solar PV System at Luther New Building

The system is a 27 kW ground mounted system. Final layout considerations for optimizing system performance may be considered and reflected in final as-built drawings.

ECM #3: Solar PV System at North East Building

The system is a 117 kW ground mounted system. Final layout considerations for optimizing system performance may be considered and reflected in final as-built drawings.

ECM #4: Solar PV System at Neil Building

The system is a 140 kW ground mounted system. Final layout considerations for optimizing system performance may be considered and reflected in final as-built drawings.

ECM #5: Solar PV System at Power Plant Building

The below system is a 39 kW ground mounted system. Final layout considerations for optimizing system performance may be considered and reflected in final as-built drawings.

1.2 Operational Cost Savings. The annual guarantee of operational cost avoidance strategies are listed below. The Savings are based on the listed Energy and Operational Cost Avoidance Guarantee practices contained in Section 1.3 herein. The operational cost savings identified below are deemed satisfied upon contract execution.

1.2.1 Secured Grants. CTS will work with the BOARD to apply for renewable energy grants. This would include applicable grants available through the Illinois Clean Energy Community Foundation, the Illinois Power Authority, and local AmerenUE incentives. Buildings owned and operated by tax-exempt local public education can receive grants as incentives to implement energy conservation strategies within planned building renovations and new construction. CTS currently attributes the awarded \$249,502 Solar Renewable Energy Credits in the above table. Any additional grants secured will be totaled within the Accumulation of Savings.

1.2.2 Long Term Operating Cost Reductions. The School Code Section 19b-1.1 allows energy conservation measures that provide long term operating cost reductions. The future long-term operating costs would include capital dollars budgeted for the new construction of the future Alumni and Workforce Technology Buildings and these will be reallocated towards the Performance Contract in a future addendum.

1.3 Energy and Operational Cost Avoidance Guarantee Practices:

1.3.1 BASELINE Operating Parameters: are the facility(s) and system(s) operations measured and/or observed before commencement of the Work. The data summarized will be used in the calculation of the baseline energy consumption and/or demand and for calculating baseline adjustments for changes in facility operation that occur during the Guarantee Period. CTS and CUSTOMER agree that the operating parameters specified in this section are representative of equipment operating characteristics during the Base Year specified in this Agreement. The following data was collected during observations.

1.3.2 Baseline Operating Parameters:

The baseline condition for the existing systems are utilizing Coles County Memorial Airport weather data. This data accounts for historical irradiance or sunlight which is the basis for the solar generation projections.

1.3.3 PROPOSED Operating Parameters. The baseline condition for the existing systems are utilizing Coles County Memorial Airport weather data. This data accounts for historical irradiance or sunlight which is the basis for the solar generation projections. The system will be commissioned/monitored for the first year of production. Any generation made between energization and Part II approval by the Adjustable Block Program will be added to the year 1 guarantee.

1.4 Guarantee Savings Measurement and Verification Plan

1.4.1 Measurement and Verification Methodology(s)

Energy Conservation Measure	Electric Savings Verification Method	Fuel Savings Verification Method	Other Utility Savings Verification Method
ECM #1 & #2: Solar System at Luther Existing / New Building	Option A	N/A	N/A
ECM #3: Solar System at North East Building	Option A	N/A	N/A
ECM #4: Solar System at Neil Building	Option A	N/A	N/A
ECM #5 Solar System at Power Plant Building	Option A	N/A	N/A

"Option A" is a verification approach that is designed for projects in which the potential to perform needs to be verified, but the actual performance can be stipulated based on the results of the "potential to perform and generate savings" verification and engineering calculations.

1.4.2 Energy Cost Avoidance: The following describes the Measurement and Verification procedures, formulas, and stipulated values which may be used in the calculation of the energy cost avoidance. The calculation of energy cost avoidance is based upon the utility rate paid during the Guarantee Year, or the Baseline Period utility rate, whichever is higher and/or as defined heretofore. Energy cost avoidance may also include, but is not limited to, Savings from demand charges, power factor correction, taxes, ratchet charges, rate changes and other utility tariff charges that are reduced as a result of the CTS involvement.

1.4.3 Constants: The following constants and/or stipulated values are agreed to be reasonable and may be used in the calculation of the energy cost avoidance. The calculation of energy cost avoidance is based upon the utility rate paid during the Guarantee Year, or the Baseline Period utility rate, whichever is higher and/or as defined heretofore. Energy savings were escalated at 3.5% annually. Energy cost avoidance may also include, but is not limited to, Savings from demand charges, power factor correction, taxes, ratchet charges, rate changes and other utility tariff charges that are reduced because of the CTS involvement.

1.4.4 Measurement and Verification Reporting

The first year M&V report will be provided at the completion of the first Year.

The combined annual production of both solar arrays is projected below. Production guarantees adjustments can be made to consider weatherization, utility related system shutdowns, and other performance impacts outside of CTS control.

	#	Annual Energy Offset (kWh)
Year	1	448,984
Year	2	446,739
Year	3	444,505
Year	4	442,283
Year	5	440,071
Year	6	437,871
Year	7	435,682
Year	8	433,503
Year	9	431,336
Year	10	429,179
Year	11	427,033
Year	12	424,898
Year	13	422,773
Year	14	420,660
Year	15	418,556
Year	16	416,463
Year	17	414,381
Year	18	412,309
Year	19	410,248
Year	20	408,196
Year	21	406,155
Year	22	404,125
Year	23	402,104
Year	24	400,094
Year	25	398,093

M&V Plan: Solar Systems at LLC

CTS will be installing roof mount arrays that total 365.4 kW. The avoided electrical energy cost savings are dependent upon the historical local weather (solar irradiance). CTS will monitor the performance of the solar array during the first twelve months of operation. Kilowatt hour production will be monitored and converted to savings by using the base blended electrical energy rate of \$0.081 / KWH. The average year 1 production is estimated to be 448,984 kWh. Production guarantees adjustments can be made to consider account weatherization, utility related system shutdowns, and other performance impacts outside of CTS control.

PROJECT ACCEPTANCE

CTS

FINAL DELIVERY AND ACCEPTANCE CERTIFICATE

Project Name _____

Agreement Effective Date: _____

Scope-of-Work (SOW) Item/Energy Conservation Measure (ECM): _____

To: CTS

Reference is made to the above listed Agreement between the undersigned and CTS, Inc. and to the Scope of Work as defined in Scope of Work herein. In connection therewith, we confirm to you the following:

1. The Scope of Work (SOW) Item/ Energy Conservation Measure (ECM) referenced above of the Agreement has been demonstrated to the satisfaction of the Owner's Representative as being substantially complete, including all punch list items generated during the Project Acceptance Procedure.
2. All of the Work has been delivered to and received by the undersigned and that said Work has been examined and /or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and that said Work has been accepted by the undersigned and complies with all terms of the Agreement. Consequently, you are hereby authorized to invoice for the Final Payment.

Owner Name: _____

By: _____
(Authorized Signature)

(Printed Name and Title)

(Date)

APPROVALS:

The parties hereby execute this Agreement as of the date first set forth herein by the signatures of their duly authorized representatives:

CTS

By _____
Name _____
Title _____
Date _____

Lake Land College

By _____
Name _____
Title _____
Date _____

878545v1

MEMO

TO: Board of Trustees
FROM: Dr. Josh Bullock, President
DATE: October 11, 2019
RE: Subordination and SRECTrade Illinois ABP Agreement

As previously discussed with the Board of Trustees, the College has been working with The CTS Group to expand our solar capacity on the main campus. With the Board's approval of addendum #3 to the CTS performance contract, we will add four solar arrays to be placed on various building rooftops. By doing so, the College will be eligible to receive an allocated \$250,000 in Solar Renewable Energy Credits (SRECs). Thus, I respectfully request that the Board approve the attached Subordination and SRECTrade Illinois ABP Client Agreements so we may receive these energy renewable credits.

SUBORDINATION AGREEMENT

This Subordination Agreement (this "Agreement") is made as of _____, 20__ SRECTrade, Inc., a Delaware corporation (the "Creditor"), and _____ Bank ("Bank").

RECITALS

A. Lake Land College, a _____ [corporation, limited liability company, partnership, etc.] ("Borrower"), has requested and/or obtained certain loans or other credit accommodations from Bank which are or may be from time to time secured by assets and property of Borrower.

B. The Creditor has extended loans or other credit accommodations to Borrower, and/or may extend loans or other credit accommodations to Borrower from time to time.

C. In order to induce Bank to extend credit to Borrower and, at any time or from time to time, at Bank's option, to make such further loans, extensions of credit, or other accommodations to or for the account of Borrower, or to purchase or extend credit upon any instrument or writing in respect of which Borrower may be liable in any capacity, or to grant such renewals or extension of any such loan, extension of credit, purchase, or other accommodation as Bank may deem advisable, the Creditor is willing to subordinate: (i) all of Borrower's indebtedness and obligations to the Creditor (the "Subordinated Debt"), whether presently existing or arising in the future, including without limitation all of Borrower's indebtedness and obligations to the Creditor under the aggregation services provided by the Creditor to Borrower for the purpose of offering Renewable Energy Credits generated by Borrower's energy generating system into the Illinois Adjustable Block Program pursuant to the SRECTrade Illinois Adjustable Block Program Agreement entered into by Borrower on _____, including the Security Agreement Addendum thereto (the "ABP Agreement"), to all of Borrower's indebtedness and obligations to Bank; and (ii) all of the Creditor's security interests, if any, to all of Bank's security interests in the Borrower's property.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The Creditor subordinates to Bank any security interest or lien that the Creditor may have in any property of Borrower. Notwithstanding the respective dates of attachment or perfection of the security interest of the Creditor and the security interest of Bank, the security interest of Bank in the Collateral, as defined in that certain Loan and Security Agreement between Borrower and Bank, dated as of _____ (as amended, restated, supplemented or replaced from time to time, the "Loan Agreement"), shall at all times be prior to the security interest of the Creditor. Capitalized terms not otherwise defined herein shall have the same meaning as in the Loan Agreement.

2. All Subordinated Debt is subordinated in right of payment to all obligations of Borrower to Bank now existing or hereafter arising, together with all costs of collecting such obligations (including attorneys' fees), including, without limitation, all interest accruing after the commencement by or against Borrower of any bankruptcy, reorganization or similar proceeding, and all obligations under the Loan Agreement (the "Senior Debt").

3. So long as no Event of Default (as that term is defined in the Loan Agreement) has occurred, the Creditor will be free to demand or receive from Borrower all or any part of the Subordinated Debt, by way of payment, prepayment, setoff, lawsuit or otherwise, and the Creditor may exercise any remedy with respect to the Collateral, including without limitation, to commence, or cause to commence, prosecute or participate in any administrative, legal or equitable action against Borrower.

4. In the event of Borrower's insolvency, reorganization or any case or proceeding under any bankruptcy or insolvency law or laws relating to the relief of debtors, these provisions shall remain in full force and effect, and Bank's claims against Borrower and the estate of Borrower shall be paid in full before any payment is made to the Creditor.

5. For so long as any of the Senior Debt remains unpaid and/or Bank has any commitment to extend credit to Borrower, the Creditor irrevocably appoints Bank as the Creditor's attorney in fact, and grants to Bank a

power of attorney with full power of substitution, in the name of the Creditor or in the name of Bank, for the use and benefit of Bank, without notice to the Creditor, to perform at Bank's option the following acts in any bankruptcy, insolvency or similar proceeding involving Borrower:

(a) To file the appropriate claim or claims in respect of the Subordinated Debt on behalf of the Creditor if the Creditor does not do so prior to 30 days before the expiration of the time to file claims in such proceeding and if Bank elects, in its sole discretion, to file such claim or claims; and

(b) To accept or reject any plan of reorganization or arrangement on behalf of the Creditor and to otherwise vote the Creditor's claims in respect of any Subordinated Debt in any manner that Bank deems appropriate for the enforcement of its rights hereunder.

6. For so long as any of the Senior Debt remains unpaid or Bank has any commitment to extend credit to Borrower, the Creditor agrees that it will not object to or oppose (i) the sale of the Borrower, or (ii) the sale or other disposition of any property of the Borrower, if Bank has consented to such sale of the Borrower or sale or disposition of any property of the Borrower. If requested by Bank, the Creditor shall affirmatively consent to such sale or disposition and shall take all necessary actions and execute such documents and instruments as Bank may reasonably request in connection with and to facilitate such sale or disposition including, but not limited to, releasing any security interests held by the Creditor in such property and filing any terminations of security interests of the Creditor in such property. If the Creditor fails to take such actions within five (5) days of Bank's request, the Creditor irrevocably appoints Bank as the Creditor's attorney in fact, and grants to Bank a power of attorney with full power of substitution, in the name of the Creditor or in the name of Bank, for the use and benefit of Bank, without notice to the Creditor, to perform at Bank's option to take such actions.

7. The Creditor shall immediately affix a legend to the instruments evidencing the Subordinated Debt stating that the instruments are subject to the terms of this Agreement. No amendment of the documents evidencing or relating to the Subordinated Debt shall directly or indirectly modify the provisions of this Agreement in any manner which might terminate or impair the subordination of the Subordinated Debt or the subordination of the security interest or lien that the Creditor may have in any property of Borrower. By way of example, such instruments shall not be amended to (i) increase the rate of interest with respect to the Subordinated Debt, or (ii) accelerate the payment of the principal or interest or any other portion of the Subordinated Debt.

8. This Agreement shall remain effective for so long as Borrower owes any amounts to Bank under the Loan Agreement or otherwise or Bank has any commitment to extend credit to Borrower. If, at any time after payment in full of the Senior Debt any payments of the Senior Debt must be disgorged by Bank for any reason (including, without limitation, the bankruptcy of Borrower), this Agreement and the relative rights and priorities set forth herein shall be reinstated as to all such disgorged payments as though such payments had not been made and the Creditor shall immediately pay over to Bank all payments received with respect to the Subordinated Debt to the extent that such payments would have been prohibited hereunder. At any time and from time to time, without notice to the Creditor, Bank may take such actions with respect to the Senior Debt as Bank, in its sole discretion and in accordance with applicable law or contract, may deem appropriate, including, without limitation, terminating advances to Borrower, increasing the principal amount, extending the time of payment, increasing applicable interest rates, renewing, compromising or otherwise amending the terms of any documents affecting the Senior Debt and any collateral securing the Senior Debt, and enforcing or failing to enforce any rights against Borrower or any other person. No such action or inaction shall impair or otherwise affect Bank's rights hereunder.

9. The Creditor authorizes Bank to file with any applicable federal, state or local municipality or government agency any UCC-3 financing statement amendment as to any of the Creditor's UCC-1 financing statements filed against Borrower, to evidence the subordination set forth in this Agreement.

10. This Agreement shall bind any successors or assignees of the Creditor and shall benefit any successors or assigns of Bank. This Agreement is solely for the benefit of the Creditor and Bank and not for the benefit of Borrower or any other party. The Creditor further agrees that if Borrower is in the process of refinancing a portion of the Senior Debt with a new lender, and if Bank makes a request of the Creditor, Creditor shall agree to enter into a new subordination agreement with the new lender on substantially the terms and conditions of this Agreement.

11. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

12. THE PARTIES HEREBY AGREE THAT THIS AGREEMENT AND ALL OTHER LOAN DOCUMENTS, INSTRUMENTS AND AGREEMENTS RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO ITS CONFLICTS OF LAW PROVISIONS. CREDITOR, BORROWER AND BANK EACH HEREBY IRREVOCABLY AND UNCONDITIONALLY (I) CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE STATE OF ILLINOIS, AND ANY APPELATE COURT THEREOF, (II) AGREES THAT ALL ACTIONS AND PROCEEDINGS BASED UPON, ARISING OUT OF, RELATING TO OR OTHERWISE CONCERNING THIS AGREEMENT OR ANY OTHER DOCUMENT, INSTRUMENT OR AGREEMENT RELATED TO THIS AGREEMENT, INCLUDING ALL CLAIMS FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, SHALL SOLELY AND EXCLUSIVELY BE BROUGHT, HEARD, AND DETERMINED (LITIGATED) IN SUCH COURTS, (III) ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, THE SOLE AND EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS, (IV) WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED UPON THE GROUNDS OF FORUM NON CONVENIENS, THAT IT MAY NOW OR HEREAFTER HAVE TO BRINGING OR MAINTAINING ANY SUCH ACTION OR PROCEEDING IN SUCH JURISDICTION, AND (V) AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS AGREEMENT. NOTHING HEREIN SHALL LIMIT THE RIGHT OF BANK TO BRING ANY ACTION OR PROCEEDING AGAINST, CREDITOR OR ITS PROPERTIES OR BORROWER OR ITS PROPERTIES IN THE COURTS OF ANY OTHER JURISDICTION IN CONNECTION WITH THE ENFORCEMENT OF ANY LIENS OR SECURITY INTERESTS IN FAVOR OF BANK ON ANY OF CREDITOR'S PROPERTIES OR ASSETS OR BORROWER'S PROPERTIES OR ASSETS.

13. This Agreement represents the entire agreement with respect to the subject matter hereof, and supersedes all prior negotiations, agreements and commitments. The Creditor is not relying on any representations by Bank or Borrower in entering into this Agreement, and the Creditor has kept and will continue to keep itself fully apprised of the financial and other condition of Borrower. This Agreement may be amended only by written instrument signed by the Creditor and Bank.

14. In the event of any legal action to enforce the rights of a party under this Agreement, the party prevailing in such action shall be entitled, in addition to such other relief as may be granted, all reasonable costs and expenses, including reasonable attorneys' fees, incurred in such action.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Agreement is executed as of the date first above written.

SRECTRADE, INC.

By:

Name:

Title:

IN WITNESS WHEREOF, this Agreement is executed as of the date first above written.

LAKE LAND COLLEGE

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, this Agreement is executed as of the date first above written.

“Bank”

_____ **BANK**

By: _____

Name: _____

Title: _____

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TERMS AND CONDITIONS OF THE SRECTRADE ILLINOIS ABP AGREEMENT

Introductory Terms and Conditions

This “Agreement”, governed by these Terms and Conditions, is intended to facilitate the purchase and sale of Renewable Energy Credits (“RECs”) from Designated Systems approved by the Illinois Commerce Commission (“ICC”) in accordance with the Illinois Adjustable Block Program (“ABP”), contained in the Illinois Power Agency (“IPA”) Renewable Portfolio Standard, as established under 20 Ill. Comp. Stat. 3855/1-75 (collectively, the “Applicable Program”).

This Agreement describes the terms upon which we, SRECTrade, Inc. and its subsidiaries (hereinafter, “SRECTrade”) offers you (the “REC Owner”, also referred to herein as “you” or “your”) access to our aggregation services for the purposes of offering the RECs generated by your approved Designated System, as identified in your approved Application (the “System”) into the ABP. In this Agreement, SRECTrade and REC Owner are each a “Party” and may be referred to collectively as the “Parties”. Reference is made to the Illinois Renewable Energy Credit Agreement (the “REC Contract”) and the Illinois Master Renewable Energy Certificate Purchase and Sale Agreement (the “Master REC Agreement”), which can be accessed at www.illinoisabp.com/rec-contract/. The REC Contract and the Master REC Agreement, including all cover sheets, exhibits and addenda, are referred to herein as the “REC PSA”. Capitalized terms used and not otherwise defined in this Agreement shall have the meanings given to them in the REC PSA.

REC Owner understands, agrees and certifies at the time of its Application and in providing any additional or subsequent information regarding the System, including System Identification or Notice of System Energization, that its System(s) meets the qualifications for a Certified Renewable Energy Facility under the ABP.

In addition to these Terms and Conditions, the REC Owner shall also agree to the SRECTrade Terms & Conditions, which includes the SRECTrade User Agreement, the EasyREC Terms of Service, and the Managed Sales Terms of Service, as applicable. These SRECTrade Terms & Conditions are available on the SRECTrade website at <http://www.SRECTrade.com/terms> and must be agreed-to upon SRECTrade account creation.

Underlined terms that are not defined immediately after introduction are defined in Section 6.14 of this Agreement.

Article I. Aggregator Services

Section 1.01 This Article defines the services that will be provided by SRECTrade to REC Owner under the terms of this Agreement. In addition to the services included specifically in this Article I, SRECTrade’s services include, but are not limited to, access to or use of www.SRECTrade.com, management and transaction services, developer platforms, premium services, or any content or information provided as part of these services, collectively, the “Services”.

Section 1.02 Submission of an Application; Notification of Application Approval.

(a) Application, Application Fee and Performance Assurance.

If your “Application” is submitted, and verified for completeness by SRECTrade then your System will be included in SRECTrade’s submission to the entity administering the ABP on behalf of the IPA (the “Program Administrator”) subject to the following terms, conditions and limitations (SRECTrade’s submission to the Program Administrator, which includes the aggregation of all Systems administered by SRECTrade pursuant to the REC PSA shall be referred to herein as the “Batch Application”):

- (i) The Application must be complete and correct, and any and all required documentation must be complete and correct, and any and all required Performance Assurance must be submitted and processed by SRECTrade (*see* Section 1.03). The successful submission of an Application to SRECTrade does not guarantee verification by SRECTrade, and an Application may be deemed to be incomplete, inaccurate, or missing information after submission. SRECTrade reserves the right to follow up with the Applicant and/or REC Owner and/or Installer of the System and/or

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Host of the System for missing, incomplete, or inaccurate information, or for additional verification or clarification of information submitted on the Application.

- (ii) Inclusion and submission of REC Owner's System and Application in an SRECTrade Batch Application submission to the Program Administrator is conditional and subject to the terms of Section 1.02(c) hereof regarding SRECTrade's discretion to decline to include REC Owner's System and Application in its Batch Application submission on the basis of REC Owner's Application details including system information, expected generation, or any other information at SRECTrade's sole discretion and interpretation. In the event that SRECTrade intends to decline to include REC Owner's System in its Batch Application submission, REC Owner will be notified. SRECTrade reserves the right, without obligation or guarantee, to provide REC Owner with the opportunity to adjust its Application information to be included in the Batch Application submission. Notwithstanding the foregoing, SRECTrade makes no guarantee that REC Owner's System or Application will be included in a SRECTrade Batch Application submission and further warrants that inclusion of REC Owner's System in its Batch Application submission is at all times subject to the sole discretion of SRECTrade, and SRECTrade does not guarantee or warrant that it will notify REC Owner of its intent not to include its System in SRECTrade's Batch Application submission prior to the applicable Submission Date or otherwise.
 - (iii) Inclusion and submission of REC Owner's Application in a SRECTrade Batch Application submission is further subject to "Force Majeure" and/or any event of technology failure on the part of the IPA, the Program Administrator, or the "GATS" or other similar applicable tracking registry.
 - (iv) If REC Owner's Application is included in a SRECTrade Batch Application to the Program Administrator, you will see a status of "Submitted" and "Batched" in your SRECTrade account on your Application. If your Application is not submitted for any reason, you will not see a status of "Submitted" and "Batched" in your SRECTrade account on your Application (your application will be in a status of either "Unpaid", "Applied", "Needs Info", or "Verified", as applicable), and you will be eligible to complete or correct your application such that it may be included in a subsequent Batch Application, if available.
- (b) Notification of successful Application Award; Contract Execution with the "Buyer" (also referred to as the "Contracting Utility"). If REC Owner's Application is granted a successful "Application Award" through the IPA ABP Program as part of an Aggregated Group of Projects:
- (i) SRECTrade shall enter into an actual contract with the Contracting Utility-Buyer on the basis of an executed, legally binding REC PSA; and
 - (ii) SRECTrade will notify REC Owner that a REC PSA has been or will be executed by marking the Applicant's Application as "Successful."
- (c) Notification of unsuccessful Application Award; Release of Agreement. If the IPA does not award REC Owner's Application with a successful Application Award, then REC Owner's Application and this Agreement shall automatically terminate. However, REC Owner may opt to re-apply and may do so under this existing agreement, provided any deficiencies in the application are corrected and additional application fees are paid if necessary.

Section 1.03 Application Fee and Performance Assurance.

- (a) Amount. Each REC Owner shall deposit and pay an "Application Fee" and "Performance Assurance", respectively, in the amount specified below.
 - (i) Application Fee. REC Owner shall deposit and pay an Application Fee in the amount of ten dollars (\$10.00) multiplied by the System's Size (in kilowatts AC), which will be calculated on the Application. The Application Fee shall not exceed five thousand dollars (\$5,000.00), even for Systems exceeding five hundred kilowatts AC (500 kW AC).
 - (ii) Performance Assurance. SRECTrade shall retain a "Performance Assurance" of ten percent (10%) of the System's Total Contract Value. The Performance Assurance is comprised of the Collateral Requirement retained by the Utility at the time of Application (the "Utility Performance

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Assurance”) and the additional collateral requirement retained by SRECTrade as security for its Approved Vendor Services (the “Aggregator Performance Assurance”).

- (b) Terms of Collection.
- (i) Small Systems smaller than or equal to 10 kW (AC). SRECTrade shall collect the Application Fee and projected Utility Performance Assurance on the Application via a Credit Card transaction, which will include a variable, non-refundable charge based on the total System size (kW AC).
 - (ii) Large Systems larger than 10 kW (AC) and Photovoltaic Community Renewable Generation Projects. SRECTrade shall collect the Application Fee and project Utility Performance Assurance via a Credit Card transaction, which will include a variable, non-refundable charge based on total System size (kW AC), or a cash deposit made via an Automated Clearing House (“ACH”) transfer by REC Owner or Applicant, as applicable, to SRECTrade during the applicable Application Window. The ACH transfer must be confirmed received by SRECTrade via an application status of “paid” on SRECTrade.com prior to the applicable Application Deadline before the Application will be considered to have satisfied its Application Fee obligations.
 - (iii) If a Designated System is Energized as of the Trade Date and to the extent it is allowed under the REC PSA, REC Owner will be able to have the projected Utility Performance Assurance withheld from the first REC payment.
 - (iv) The projected Utility Performance Assurance collected shall be equal to 5% of the Projected Contract Value. The Projected Contract Value will be based on the estimated energy production, currently available block pricing from the Program Administrator, interconnecting utility, and size category. Changes to the Projected Contract Value between the time of application and final approval may require additional Utility Performance Assurance to be collected such that the Utility Performance Assurance is equal to 5% of the ABP approved Projected Contract Value.
 - (v) For Small Systems smaller than or equal to 10 kW (AC), upon first payment to the system owner SRECTrade will withhold additional Performance Assurance equal to 5% of the Final Contract Value (i.e., the Aggregator Performance Assurance). For the sake of clarity, the Aggregator Performance Assurance is in addition to the projected Utility Performance Assurance paid at the time of original application. SRECTrade will also withhold additional funds if the Final Contract Value is greater than the Projected Contract Value, resulting in the projected Utility Performance Assurance being less the Final Utility Performance Assurance (5% of final contract value). For Large Systems larger than 10 kW (AC) and Photovoltaic Community Renewable Generation Projects, upon first payment to the system owner SRECTrade will withhold additional Performance Assurance equal to 5% of the Final Contract Value (i.e., the Aggregator Performance Assurance).
 - (vi) In all instances, SRECTrade will retain a total of ten percent (10%) of the final Contract Value via a combination of the original projected Utility Performance Assurance payment and the additional Aggregator Performance Assurance withheld from the System’s first REC payment.
- (c) Terms of Refund.
- (i) All Performance Assurance and/or Application Fee funds will be returned via wire or ACH transfer, to an account specified by REC Owner on the Application, subject to the conditions hereof, as applicable. If the REC Owner paid via Credit Card, the variable Credit Card charge will not be included in the refund.
 - (ii) If REC Owner’s Application is not included in the submission to the Program Administrator, the REC Owner’s Application Fee and Performance Assurance will be returned within fifteen (15) Business Days from the time of Application rejection or notification from System Owner of intent to withdraw Application.
 - (iii) If REC Owner’s Application is included in a SRECTrade Batch Application to the Program Administrator the Application Fee will no longer be refundable, REC Owners Performance Assurance will be refunded based on the success of the REC Owner’s application, as follows:
 - 1) If Application is rejected, REC Owner’s Performance Assurance will be refunded within fifteen (15) Business Days after the IPA notice of rejection, should REC owner not wish to re-apply.

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- 2) If Approved: Subject to REC Owner's performance of its obligations set forth in this Agreement, REC Owner's original Performance Assurance will be refunded at the end of the Term of this Agreement. In accordance with Section 1.03(d) hereof, should REC Owner fail to satisfy its obligations under this Agreement, REC Owner may resultantly forfeit its Performance Assurance in full. Should the Contracting Utility delay the return, or reduce the amount, of the Performance Assurance for any reason, the return of the Performance Assurance to the REC Owner will be delayed or reduced accordingly.
 - 3) If this Agreement is terminated because the System is not constructed due to a Force Majeure Event, SRECTrade shall also terminate the REC PSA with the Buyer, and REC Owner's Performance Assurance shall be returned to REC Owner within fifteen (15) Business Days of funds being returned to SRECTrade by the contracting Utility.
 - 4) If the REC PSA entered into by and between SRECTrade and the Buyer is terminated due to an Event of Default by the Buyer, SRECTrade shall also terminate the REC PSA with the Buyer, and REC Owner's Performance Assurance shall be returned to REC Owner within fifteen (15) Business Days of funds being returned to SRECTrade by the Contracting Utility.
- (d) Performance Assurance Maintenance and Management. REC Owner understands and agrees that they will need to maintain a predefined Performance Assurance balance with SRECTrade for the entire term of the REC PSA. The Performance Assurance will be determined in the Application based on the kilowatt AC size of the system, and further adjusted based on the Final Contract Value. The Performance Assurance will be used to fulfill short falls in REC production as defined in the REC PSA. In the event the Performance Assurance is needed to meet a shortfall due to REC production (a "Performance Call"), REC Owner will be required to make a payment to SRECTrade to refill the Performance Assurance to the original balance. Payment to refill the Performance Assurance will be made by credit card, ACH withdrawal from REC Owner's bank account, or other method as required. In all instances when a Performance Call is made, REC Owner will have no longer than five (5) business days to meet its obligation under the Performance Call. SRECTrade will use all forms of automatic withdrawal to meet the REC Owner's Performance Call obligation. These forms will include charging a credit card the REC Owner keeps on file with SRECTrade, withdrawing funds automatically from the REC Owner's bank account, or another form of payment. If it is determined that during the term of the contract the REC Owner's form of payment in the event of Performance Calls is no longer active, the REC Owner will be required to update its form of payment for events of Performance Calls in their account on SRECTrade's website. At all times during the term of this Agreement, the REC Owner represents and warrants that they have the financial wherewithal to maintain the Performance Assurance required under the terms of this Agreement. In the event that SRECTrade requires a Performance Call from the REC Owner and the REC Owner is unable to meet its obligation in the required time frame, REC Owner agrees that SRECTrade can use any and all commercially available means to collect the Performance Assurance required. Commercially available means include, but are not limited to, hiring third party collection agencies. Additionally, SRECTrade reserves the right to take all legal actions under the Security Agreement Addendum as outlined in Section 1.03(e) and the Security Agreement Addendum. For the avoidance of doubt, the Performance Assurance associated with the System under this Agreement shall be forfeited should a System not be meeting the REC production obligation outlined in the REC Owner's Application. If a system is greater than 10 kW (AC) and is consistently under producing relative to its expected annual REC Quantity, SRECTrade reserves the right to automatically revise the system's Capacity Factor during the initial five-year payment term. Additionally, SRECTrade reserves the right to use all existing Performance Assurance, and Performance Assurance received from a Performance Call, and any future payments still forthcoming from the Contracting Utility to adjust the system's Total Contract Value as SRECTrade deems necessary. In no event will a Performance Call be refunded, including, but not limited to, an event of surplus REC production in subsequent years.
- (e) Security Agreement Addendum. As a condition to providing the services outlined in this Agreement, SRECTrade may require the REC Owner to enter into the Security Agreement Addendum to this Agreement. Pursuant to the Security Agreement Addendum, the REC Owner shall grant to SRECTrade a security interest in all system solar equipment (the "Collateral") comprising REC

Owner's System. In the event that SRECTrade requires a Performance Call from the REC Owner and the REC Owner is unable to meet its obligation in the required time frame, SRECTrade reserves the right to take all action to collect the additional Performance Assurance required in the Performance Call including, but not limited to, foreclosing on the Collateral and taking all actions of a secured creditor permitted under applicable law. Terms and Conditions relating to the Collateral are contained in the Security Agreement Addendum and are incorporated by reference herein.

Section 1.04 Registration of System and Delivery of RECs.

- (a) Registration.
 - (i) Assuming that REC Owner has met all of its obligations and responsibilities under the terms of this Agreement, including the submission of a complete, accurate and verified Application, and the timely notification of System Identification, Installation, and/or Energized Date, SRECTrade shall facilitate the completion and submission of the documentation required to be submitted to the IPA for System Identification and System Registration as well as the completion and submission of documentation required pursuant to the REC PSA. REC Owner understands and agrees that it may be required, from time to time, to complete and submit additional information and documentation, subject to specific deadlines, in order to prevent an Event of Default. REC Owner understands and agrees that an Event of Default caused by REC Owner may result in a forfeiture of the Performance Assurance and other Performance Call requirements, and foreclosure of the System Collateral outlined in the Security Agreement Addendum.
 - (ii) Registration in PJM-EIS GATS or other equivalent system. Assuming that REC Owner has met all of its obligations and responsibilities under the terms of this Agreement, including the submission of a complete, accurate and verified Application, the timely notification of System Identification, Installation, and/or Energized Date by the applicable SRECTrade deadline, and specifically including the submission of a complete and accurate PJM-EIS GATS Schedule A form, SRECTrade shall register the System in GATS, or other equivalent system, in order to facilitate the issuance, transfer and retirement of RECs as required under the REC PSA (the "Registration").
- (b) Delivery and Invoicing. Contingent upon a successful Application Award, the execution of a binding REC PSA, and all other relevant obligations of both REC Owner and SRECTrade, SRECTrade shall facilitate the "Delivery" and "Invoicing" of the RECs generated by the System to the Buyer, subject to the General Terms and Conditions of the REC PSA. This Section 1.04(b) shall at all times be subject to the rights, responsibilities, covenants, representations and warranties of each SRECTrade, REC Owner, and the Buyer as obligated by the REC PSA.

Section 1.05 Payment and Fees.

- (a) Contingent upon a successful Application, the execution of a binding REC PSA for the purchase and sale of REC Owner's RECs, and system energization, as defined in the REC PSA, REC Owner shall receive from SRECTrade its REC Price multiplied by the total expected REC quantity over the term of the contract, which will equal Total Contract Value, *minus* SRECTrade's Management (the "Fees") and additional Performance Assurance, as set forth below. SRECTrade's Fees are determined by multiplying the applicable Fee percentage and the Total Contract Value (i.e., Fees of 10% on a \$10,000.00 Total Contract Value would equate to Fees of \$1,000.00). SRECTrade will deduct its Fees, and all required Performance Assurances, to the extent possible, from the Total Contract Value received from the Buyer for such RECs, and will remit the net payment to REC Owner pursuant to the terms of this Section 1.05.
- (b) Management and Fees.
 - (i) Management Fees are assessed for the Services provided by virtue of the System's Nameplate Capacity (AC rating), according to the following "Adjustable Block Program Fee Schedule":
 - 1) **Systems under 25 kW (AC). Total Management Fee of ten percent (10%).**

- 2) **Systems between 25 kW (AC) and 99.99 kW (AC).** Total Management Fee of **seven percent (7%)**.
 - 3) **Systems between 100 kW (AC) and 199.99 kW (AC).** Total Management Fee of **five percent (5%)**.
 - 4) **Systems between 200 kW (AC) and 499.99 kW (AC).** Total Management Fee of **three percent (3%)**.
 - 5) **Systems between 500 kW (AC) and 2 MW (AC).** Total Management Fee of **two percent (2%)**
- (ii) SRECTrade reserves the right to change the Adjustable Block Program Fee Schedule from time to time. Changes to the Adjustable Block Program Fee Schedule are effective after SRECTrade provides REC Owner with at least fourteen (14) days' notice by posting the changes on the SRECTrade website.
 - (iii) SRECTrade may choose to temporarily change the Fees for SRECTrade's Services for promotional events or new services, and such changes are effective when SRECTrade posts the temporary promotional event or new service on the SRECTrade website, subject to the conditions of such promotional event or new service(s).
 - (iv) SRECTrade reserves the right to charge a "Minimum Service Fee" of up to two dollars and fifty cents (\$2.50). Such Minimum Service Fee will only be levied if its per REC Fee equates to less than \$2.50 in the applicable REC sale. In such case, SRECTrade shall charge its Fee on the Total Contract Value and subtract such Fee from \$2.50. The net between the Fee and the \$2.50 amount will be the applicable Minimum Service Fee (such that the combined Fee and Minimum Service Fee equals \$2.50). However, in no case will SRECTrade take a total Fee, including its Minimum Service Fee, in an amount greater than fifty percent (50%) of the Total Contract Value. That is, if the Total Contract Value falls below five dollars (\$5.00), SRECTrade shall not take more than fifty percent (50%) of such value.
- (c) For systems smaller than 10 kW (AC), SRECTrade will remit payment within fifteen (15) days of receipt of payment from the applicable Contracting Utility-Buyer. Payments from utilities for systems smaller than 10 kW (AC) are expected to be remitted to SRECTrade on a quarterly basis following Energization and first REC delivery. Quarterly invoicing months are September, December, March, and June with payments being made on the last business day of the invoicing month. For systems 10 kW (AC) and larger, SRECTrade will remit payment within fifteen (15) days of receipt of payment from the applicable Contracting Utility-Buyer. Payments from utilities for systems 10 kW (AC) and larger are to take place in quarterly increments. The first payment, which is 20% of the contract value, will be remitted within 15 days from receipt of funds from the contracting Utility, which will be determined by the Quarterly Invoicing Schedule. Thereafter, 16 quarterly payments will be made based on the Quarterly Invoicing Schedule.
 - (d) This Section 1.05 is subject at all times to the terms and conditions of the REC PSA as entered into by and between SRECTrade and the Buyer. REC Owner understands that the Buyer shall remit payment to SRECTrade subject to the terms of the REC PSA, and that SRECTrade will not be responsible for issuing payment to REC Owner unless and until Buyer has remitted payment to SRECTrade. On the occurrence of an Event of Default by REC Owner, as such term is defined by the applicable REC PSA, SRECTrade reserves the right to retain any and all late payments charges and interest accrued as a result of an Event of Default by REC Owner.

Section 1.06 Contingency of Application Award and executed REC PSA. The Services, rights and obligations contemplated hereunder are contingent upon the IPA awarding SRECTrade a successful Application Award, which is subsequently contracted through an executed REC PSA with a Contracting Utility-Buyer for the Maximum Contract Quantity of RECs generated by the System, and further limited as defined throughout this Agreement.

Section 1.07 Relationship of the Parties. For the purposes of this Agreement and SRECTrade and its subsidiaries' collective role as REC Owner's Approved Vendor as such term is defined by the ABP and under the terms of the REC PSA, SRECTrade and its subsidiaries is collectively REC Owner's express and

exclusive agent for the purpose of submitting REC Owner's Application into the ABP, and SRECTrade shall be REC Owner's express and exclusive agent to perform the Services contemplated hereunder, for the Term of the Agreement.

Article II. Rights and Responsibilities of the Parties

Section 2.01 REC Owner's Rights and Responsibilities.

- (a) REC Owner's Rights. REC Owner's rights to submit an Application and to potentially be accepted into the ABP program are at all times subject to the terms and limitations of Article I hereof, plus the rights and obligations of this Article II, and the Covenants, Representations and Warranties in 0 hereof.
- (b) REC Owner's Responsibilities.
 - (i) System Energization Deadlines; Changes in System Size. REC Owner may be required to submit supplemental Applications or documents, depending on the status of the System at the time of the original Application.
 - a) **Deadline to Energize Systems.** Distributed generation systems must be energized within twelve (12) months of being approved by the Program Administrator and Utility. Community Solar Systems will have eighteen (18) months to become energized and demonstrate sufficient subscriber levels. REC Owner must provide SRECTrade with all required documentation no later than thirty (30) days before the System Energization Date. This additional time is required for SRECTrade to register the system with the applicable tracking registry and set up standing orders for the term of the contract. Systems which do not provide Energization information 30 days prior to their Energization Deadline may not meet the deadline and could have their contract terminated and corresponding Performance Assurance forfeited.
 - b) **Submission of Energized Date.** Within five (5) Business Days after the System is Installed and successfully Energized, REC Owner shall provide notice to SRECTrade by updating its original Application on www.SRECTrade.com, and such update shall include the final Nameplate Capacity (AC rating) of the project ("Final System Size"), the "Energized Date" (the date on which the System became energized and operational), and any associated documentation required therein, including, but not limited to the Proof of Energized Date or Certificate of Completion, where applicable ("Notice of Energization"). Furthermore, in submitting this Notice of Energization, REC Owner understands and agrees that REC Owner will thereby certify that the System is a Distributed Renewable Energy Generation Device or Photovoltaic Community Renewable Generation Project that is: (1) photovoltaic cells and panels, (2) interconnected at the distribution system level in Illinois of Ameren Illinois Company, Commonwealth Edison Company, MidAmerican Energy Company, Mt. Carmel Public Utility Co., or a "municipal utility" as defined in Section 3-105 of the Illinois Public Utilities Act, or a "rural electric cooperative" as defined in Section 3-119 of the Illinois Public Utilities Act; (3) located on the customer side of the customer's electric meter and is primarily used to offset that customer's electricity load; and (4) limited in Nameplate Capacity (AC rating) to no more than 2,000 kW (2 MW). Furthermore, REC Owner shall provide any additional required or requested information or documentation. At the time the Notice of Energization is submitted to SRECTrade (through the update to the original Application), REC Owner will thereby represent and warrant that all information and certifications contained therein are true, accurate and correct, and REC Owner shall not fail to include information required so as not to be misleading or misrepresentative.

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- c) **Extensions.** Systems may apply in writing for energization date extensions under the following circumstances. Extensions must be submitted to SRECTrade fifteen (15) days prior to the Scheduled Energized Date.
- i) An extension can be applied for if the system is electrically complete, but the Utility has not approved the interconnection. REC Owner will need to be able to demonstrate that a request was made to the interconnecting utility within thirty (30) days of such Designated System being electrically complete. This extension shall expire thirty (30) days after the Designated System receives its interconnection. If such extension is granted and the utility to which the Designated System is to be interconnected has not approved the interconnection for a period of seven hundred thirty (730) days from the date such extension is granted, then REC Owner has the right to direct SRECTrade to remove the Designated System from the REC PSA and receive a refund of the Utility Performance Assurance.
 - ii) A one hundred eighty (180) day extension can be applied for if the system has documented legal delays, including permitting delays that are not primarily caused by REC Owner's actions.
 - iii) One one hundred eighty (180) day extension can be applied for with a refundable \$25/kW extension fee. Community Solar projects may apply for a second 6-month extension if the project is electrically complete and is seeking additional subscribers to meet the requirements of the program. An additional refundable \$25/kW extension fee will be required.
 - iv) Refundable extension fees will be returned in the first REC payment if the system is energized and approved.
- (ii) If the Final System Size differs from the Planned Installed Capacity size as set forth on the Application, the following limitations shall apply:
- a) Any increase that results in a Final System Size behind the customer's utility meter that exceeds 2,000 kW (2 MW) AC rating shall result in the immediate and automatic termination of this Agreement and of the REC PSA.
 - b) Any increase or decrease in a Final System Size that results in a change in size category from under 10 kW AC to over 10 kW AC will result in a change in payment timing. The final system size category will determine if the system receives the Contract Value at the time of Energization, or 20% on energization with the balance to be paid over the next four (4) years.
 - c) Any change in system size that results in an increase in the estimated REC production will not result in an increase in the Final Contract Value. The value of the contract will be determined based on the lesser of the estimated production in the original application vs. the final system size.
- (iii) Reporting. Subject at all times to Section 3.01(g) hereof, REC Owner shall be responsible for reporting its generation from its Inverter or Meter to REC Owner's SRECTrade online account once per month between the 1st and the 15th of each month. REC Owner will be required to ensure that its system is utilizing a Data Acquisition System that is able to Auto Report to SRECTrade (or direct to the tracking registry). Data Acquisition Systems for systems over 10kW AC will be required to be Revenue Quality (+/-2% accuracy) while systems under 10kW AC can be standard grade (+-5% accuracy). SRECTrade reserves the right to disqualify any system Application that does not have an Auto Reporting monitoring solution. REC Owner shall ensure that such system is fully operational for the duration of this agreement.
- (iv) Maintenance and Repair; Insurance.
- 1) REC Owner shall be responsible for all necessary upkeep and maintenance of the System in order for the System to achieve at the least its Minimum Output Guarantee or any other such minimum output requirements or obligations. If the System falls into a state of disrepair or is destroyed, REC Owner shall promptly notify SRECTrade upon notice or event of such disrepair or destruction.

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- 2) If the System falls into a state of disrepair or is destroyed, REC Owner shall be responsible for initiating repair on the System within fifteen (15) calendar days from the date of initial disrepair or destruction. Failure to notify SRECTrade of the initiation of such repairs within fifteen (15) calendar days from the notice or event of initial disrepair or destruction shall be an Event of Default of this Agreement.
 - 3) If the System falls into a state of disrepair or is destroyed, or its production is otherwise interrupted, REC Owner shall be responsible for bringing the System back online and operational and ensuring the System recommences the production and delivery of electricity onto the grid, commensurate with its Nameplate Capacity (AC rating) within thirty (30) days from the initiation of such repairs. Failure to bring the System back online within thirty (30) days from the initiation of such repairs shall be an Event of Default of this Agreement. If necessary and at the sole discretion of SRECTrade, REC Owner grants to SRECTrade permission to access the site of the malfunctioning solar asset such that SRECTrade, or its representatives, could repair the solar asset. All costs incurred by SRECTrade to repair the solar asset will be reimbursed by REC Owner immediately upon receipt of invoice from SRECTrade.
 - 4) Insurance. Non-residential REC Owners with System(s) above 25 kW (AC) shall maintain, at all times during the Term of the Agreement, commercial liability insurance, general liability insurance, third party liability insurance, and all risk insurance policies of a normal and customary value, provided that the risk insurance policy shall cover, at the minimum, the total cost of the System, for purposes of maintenance and repair. REC Owner shall present proof of such coverage to SRECTrade upon request. Residential REC Owner shall maintain, at all times during the Term of the Agreement, general liability and property insurance which covers, at a minimum, the total cost of the System, for purposes of maintenance and repair.
- (v) Assignment by REC Owner.
- 1) When assignable, this Agreement shall be binding upon, shall inure to the benefit of, and may be performed by, the successors and assignees of the Parties, except that no assignment, pledge or other transfer of this Agreement by either Party shall operate to release the assignor, pledger, or transferor from any obligations under this Agreement unless the other Party (or its representatives, successors or assigns) consents in writing to the assignment, pledge or other transfer and expressly releases the assignor, pledger, or transferor from its obligations thereunder.
 - 2) Neither REC Owner nor System Owner nor Host, if different, shall sell or assign the System or its real property interest to the real property on which the System is located without prior written consent of SRECTrade.
 - 3) If REC Owner does transfer the real property on which the System is located, REC Owner (“Assignor”) must either (1) assign this Agreement to the new third party owner (the “Assignee Third Party”) and secure written consent from the Assignee Third Party that such Assignee Third Party assumes all liabilities and obligations of Assignor under this Agreement including, without limitation, all obligations under any and all Performance Calls; or (2) return to SRECTrade all remaining Total Contract Value amounts paid to Assignor to date under the terms of this Agreement, i.e., the remaining Total Contract Value. For sake of clarity, remaining Total Contract Value will be equal to the number of remaining RECs due under this contract at the time of transfer of the real property multiplied by the Final Contract Price.
 - 4) Death. In the event of REC Owner’s death, whereby the ownership of the System’s RECs is passed to a new third party owner (the “Estate Assignee Third Party”), either automatically to a surviving spouse or to another third party owner through probate, and as administered by the Executor of the REC Owner’s Estate (“Executor Assignor”), then the parties must provide notice of such assignment to SRECTrade.
 - 5) In the event that REC Ownership is transferred in a manner consistent with the provisions of this Section 2.01(b)(v), the new REC Owner shall sign an Agreement substantively in the form of this Agreement for the duration of the Term.

- 6) Any purported assignment of this Agreement by REC Owner (or its representative, successors or assigns) that is not in compliance with the provisions of this Section 2.01(b)(v) shall be null and void and shall constitute an Event of Default of this Agreement.

Section 2.02 SRECTrade's Rights and Responsibilities.

- (a) SRECTrade's Rights.
 - (i) Under the terms of this Agreement, SRECTrade and its subsidiaries shall have the rights to the RECs to be Delivered by SRECTrade to the Buyer's PJM-EIS GATS, or other relevant tracking registry, account and such rights include SRECTrade's rights to Deliver and convey title of such RECs to Buyer such that, upon Delivery, all rights and ownership of Delivered RECs shall belong to Buyer, including the ownership of any and all other Environmental Attributes associated with the electricity generated by the System, but not including the electricity associated with the Environmental Attributes. For purposes of clarification, the Buyer is not purchasing, or presuming to take title to, any energy or capacity from the System under the RECPSA.
 - (ii) Under the terms of this Agreement, SRECTrade and its subsidiaries shall have the authority and right to enter into a REC PSA with any and all of the Contracting Utilities as Buyer for the purchase and sale of REC Owner's RECs, and shall thereby have the authority and right to execute any and all necessary documentation, forms, and contracts in order to carry out its obligations under the REC PSA and this Agreement.
 - (iii) Right to Terminate.
 - 1) For non-energized Systems, if Interconnection and/or Energization of the System is delayed beyond the SRECTrade Deadline to Confirm System Energization or any approved extension thereto, then regardless of the responsibility of REC Owner, SRECTrade shall have the sole right to terminate this Agreement, and REC Owner will thereby forfeit its Performance Assurance. If the Final System Size is revised such that the size falls outside of the acceptable range, then SRECTrade will have the right to terminate this Agreement and REC Owner will need to reapply if desired.
 - (iv) Assignment by SRECTrade.
 - 1) When assignable, this Agreement shall be binding upon, shall inure to the benefit of, and may be performed by, the successors and assignees of the Parties. In the event of assignment by SRECTrade, an assignment, pledge or other transfer of this Agreement by SRECTrade may operate to release the assignor, pledger, or transferor (SRECTrade, Inc. or its subsidiaries) from any obligations under this Agreement so long as the assignment, pledge or other transfer ("Assignee") and expressly releases the assignor, pledger, or transferor ("Assignor") from its obligations thereunder.
 - 2) SRECTrade may make a request to Buyer for the transfer or assignment of SRECTrade's rights and obligations under the REC PSA to the "Assignee". Such request must name the Transferee, provide the relationship between SRECTrade and Transferee (if any), and must provide all necessary documentation to show that Transferee meets all conditions specific to a "Seller" under the REC PSA. SRECTrade reserves the right to withhold notice to REC Owner regarding the potential assignment until the Buyer has approved the assignment, if such Buyer consent is required under the terms of the REC PSA.
 - 3) SRECTrade will be required to affect any necessary assignment or transfer in the event of bankruptcy, dissolution, merger, acquisition or other divestiture requiring assignment or transfer of this Agreement.
 - 4) If permissible under the terms of the REC PSA with the Contracting Utility, in the event the REC Owner is unable to maintain adequate Performance Assurance and meet required Performance Calls, or is otherwise in Default under this Agreement, SRECTrade shall have the right in its sole discretion to assign this Agreement to the Contracting Utility. Such assignment will entitle the Contracting Utility to pursue all remedies available under this Agreement and the REC PSA directly against the REC Owner.

- 5) Any purported assignment of this Agreement by SRECTrade (or its representative, successors or assigns) that are not in compliance with the provisions of this Section 2.02(a)(iv) shall be null and void.
- (b) SRECTrade's Responsibilities are defined in Article I hereof.

Article III. Covenants, Representations and Warranties of the Parties

Section 3.01 REC Owner's Covenants, Representations and Warranties. On and as of the Effective Date of the Agreement, REC Owner hereby covenants, represents and warrants to SRECTrade as follows:

- (a) At the time of execution, REC Owner shall have the right and authority to convey good and marketable title to any and all of the RECs contemplated for sale to the Buyer under the REC PSA in accordance with this Agreement free and clear of any and all liens, taxes, claims, security interests or other encumbrances or title defects (except for any right or interest by any entity claiming through Buyer), and REC Owner further represents that any and all of the RECs are the type of REC Product specified in this Agreement, in the applicable REC PSA and pursuant to the terms and requirements of the ABP.
- (b) At the time of execution, REC Owner represents and warrants to SRECTrade that (1) REC Owner has not entered into another Agreement for the submission of an Application into the ABP specific to the System that is the subject of this Agreement; (2) the RECs and any other Environmental Attributes contemplated for sale to the Buyer hereunder have not expired and have not been, nor will be, sold, retired, claimed or represented as part of electricity output or sale, or used to satisfy any renewable energy or emissions or other carbon or renewable generation attributes obligations under Illinois law or any other jurisdiction; and (3) that it has made no representation, in writing or otherwise, that any third party has received, or has obtained any right to, such RECs that are inconsistent with the rights contemplated hereunder, including those rights of SRECTrade and the rights of the Buyer under an executed REC PSA.
- (c) REC Owner warrants that as of the Date of Initial REC Delivery and continuing through the Delivery Term End Date, the System is an approved Designated System, as identified in your approved Application as defined herein, in the REC PSA, and by the Applicable Program. REC Owner understands that, if the System is constructed in a manner inconsistent with this provision, REC Owner shall be deemed to have materially breached this Agreement, REC Owner shall forfeit its Performance Assurance and SRECTrade shall have the right to terminate the REC PSA with the Buyer. Additionally, if REC Owner has entered into the Security Agreement Addendum, SRECTrade shall have the right to take all action to collect the Application Award, including, but not limited to, foreclosing on the Collateral and taking all actions of a secured creditor permitted under applicable law.
- (d) REC Owner covenants that it shall ensure that the System shall not change from its form as described in the Application or any updates thereto, except as set permitted under Section 2.01 hereof. Subject at all times during the term of this Agreement, REC Owner shall immediately notify SRECTrade if the System fails to meet the qualifications of an approved Designated System, as identified in your approved Application as defined herein, in the REC PSA, and by the Applicable Program, the occurrence of which shall be deemed a material breach of this Agreement.
- (e) Once a System is Identified, REC Owner hereby warrants and certifies that, to the best of its knowledge and belief, (1) the System Size identified on the Application is an accurate representation of the Nameplate Capacity (AC rating) of the System and that such figure is based on the equipment that has been or will be Installed, and/or to the manufacturer's specifications, and (2) the characteristics of the System as presented on the Application, including the proposed System Size (and including other characteristics if so specified for this Identified System), are true and accurate to the best of REC Owner's knowledge and belief.
- (f) REC Owner understands and agrees that REC Owner shall be responsible, or shall ensure the System Owner is responsible, for all costs associated with Interconnection, including but not limited to interconnection requirements consistent with all standards and requirements set forth by the Interconnecting Utility and Good Utility Practice.

- (g) Once a System is Identified, REC Owner warrants and certifies that the System will have a Revenue Quality Meter so as to allow the System Owner and/or Host to have the ability to measure the output of the System, and that such meter or separate meter dedicated to the measurement of the System's energy output for the determination of the quantity of RECs created shall be Installed, operated, and maintained in accordance with Good Utility Practice, PJM-EIS GATS requirements, as applicable, and any other requirements and standards issued by the Interconnecting Utility, the IPA, SRECTrade, and/or Buyer; for general guidance regarding metering requirements, REC Owner can refer to the ABP "Revenue-Quality" Metering Accuracy Standard and Acceptable Technologies posting, available at <http://www.illinois.gov/ipa/Documents/IPA-metering-accuracy-standard-5-14-15.pdf>. In addition to applicable Meter requirements, REC Owner will be required to maintain an internet enabled, data acquisition system ("DAS") in order to automatically report monthly kilowatt hour generation figures. The DAS will need to be enabled and kept in good working condition for the life of the agreement. Furthermore, REC Owner understands and agrees that REC Owner shall be responsible, or shall ensure the System Owner is responsible, for all costs associated with such metering requirements consistent with all standards and requirements set forth by the Interconnecting Utility, the IPA, SRECTrade, and/or Buyer, which may change from time to time during the Term of the Agreement.
- (h) REC Owner has entered hereinto with a full understanding and appreciation of the material terms and risks of the same, and it is capable of assuming those risks;
- (i) REC Owner is not relying on any communication (written or oral) of SRECTrade as investment advice or as a recommendation to enter into this Agreement, and understands that information and explanations related to the terms and conditions of this Agreement will not be considered investment advice or a recommendation to enter into this Agreement, and that it has made its own independent trading or investment decisions as to whether such Agreement is appropriate for it based upon its own judgment and any advice from such advisors it has deemed necessary and not in reliance upon any view expressed by SRECTrade;
- (j) REC Owner has not received from SRECTrade any assurance, guarantee or promise as to the expected or projected success, profitability, return, performance, result, effect, consequence or benefit (either economic, legal, regulatory, tax, financial, accounting or otherwise) hereunder;
- (k) REC Owner understands that failure to comply with any of the warranties and certifications hereof, or any inaccuracy in or failure of foregoing warranties and certifications to be true and correct, constitutes and/or will constitute a material breach of this Agreement and will result in the termination of the REC PSA entered into by and between SRECTrade and the Buyer, which may result in the forfeiture of REC Owner's Performance Assurance and recovery of the Application Award. Additionally, if REC Owner has entered into the Security Agreement Addendum, SRECTrade shall have the right to take all action to collect the Application Award, including, but not limited to, foreclosing on the Collateral and taking all actions of a secured creditor permitted under applicable law.

Section 3.02 SRECTrade's Covenants, Representations and Warranties. On and as of the Effective Date of the Agreement, SRECTrade hereby covenants, represents and warrants to REC Owner as follows:

- (a) SRECTrade warrants that it meets the definition of "Approved Vendor" as such term is defined in the ABP and/or the REC PSA, if any and as applicable.
- (b) SRECTrade, at its sole cost and expense, has a valid account in PJM-EIS GATS, or other relevant tracking system, for purposes of Delivering RECs to the Buyer's PJM-EIS GATS account and will register the System with PJM-EIS GATS, subject to REC Owner's obligations hereunder.
- (c) SRECTrade does not, by entering into the REC PSA with the Buyer, thereby make any implied warranties or guarantees as to the covenants, representations, warranties, and certifications supplied by REC Owner in its Application or as defined in Section 3.01 hereof. Accordingly, should the IPA or the Buyer learn that any of the covenants, representations, warranties, and certifications required to be made for the ABP and/or in the REC PSA are false, misleading, inaccurate, or otherwise incomplete, REC Owner shall hold harmless SRECTrade from any resulting damages suffered due in whole or in part to REC Owner's false, misleading, inaccurate, or otherwise incomplete covenant(s), representation(s), warranty or warranties, and certification(s).

Section 3.03 Parties Mutual Covenants, Representations and Warranties. On and as of the Effective Date of the Agreement, each Party hereby covenants, represents and warrants to the other Party as follows:

- (a) Party has, and at all times during the Term of the Agreement will have, all necessary power and authority to execute, delivery and perform its obligations hereunder;
- (b) Party is duly organized and validly existing under the laws of the jurisdiction of its incorporation or organization, as applicable;
- (c) All governmental and other authorizations, approvals, consents, notices and filings that are required to have been obtained or submitted by it with respect to entering into and performing this Agreement have been obtained or submitted and are in full force and effect and all conditions thereof have been complied with;
- (d) The execution, delivery and performance of this Agreement by Party has been duly authorized by all necessary action and does not violate any of the terms and conditions of Party's governing documents, or any contract to which it is a party, or any law, rule, regulation, order, judgment or other legal or regulatory determination applicable to Party;
- (e) There is no pending or, to Party's knowledge, threatened litigation, arbitration or administrative proceeding that materially adversely affects Party's ability to perform its obligations under this Agreement;
- (f) Party is not Bankrupt and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in it being or becoming Bankrupt.

Article IV. Term and Termination of Agreement

Section 4.01 Term of Agreement. This Agreement shall commence as of the Execution Date of this Agreement and shall remain in effect through the earliest of: (a) the Application not being included in SRECTrade's Application submission; (b) the Application and affiliated submission not resulting in a successful Application Award; (c) in the event of early termination under the REC PSA, upon full settlement by the REC Owner of the Termination Payment, if any, (d) December 31 following the conclusion of the last annual review process pursuant to the REC PSA, and return to REC Owner of the Performance Assurance, if any and (e) the earlier termination of this Agreement in accordance with its terms (collectively, the "Term of the Agreement"). Earlier termination of this Agreement may occur as a result of the execution by the Parties of an additional Agreement.

Section 4.02 Delivery Term. The Delivery Term under the REC PSA shall commence and expire as provided in the REC PSA, unless this Agreement or the REC PSA is earlier terminated in accordance with the provisions hereof. REC Owner understands that SRECTrade will be required to comply with the obligations set forth by the IPA, and the relevant Buyer, regarding System Identification and Notice of System Energization and in the REC PSA regarding delivery, invoicing and payment, and that REC Owner's failure to report generation, provide documentation, or satisfy any other obligations under the terms of this Agreement may result in SRECTrade being unable to comply with its obligations to the IPA or to the Buyer under the REC PSA, which may result in termination or an Event of Default under the REC PSA. SRECTrade assumes no liability for such termination or Event of Default where delayed performance, partial performance, or non-performance was a direct result of REC Owner failing to comply with its obligations under this Agreement, including the covenants, representations and warranties made hereunder.

Section 4.03 Buyer's Failure to Pay; Right to Suspend or Terminate. If, for any reason, the Buyer is unable to pay or fails to pay for RECs Delivered to it, the Buyer will return any unpaid-for RECs to SRECTrade. In such occurrence, the Buyer and SRECTrade each reserve the right to suspend or to terminate the REC PSA and this Agreement, respectively, without further obligation to one another or to the REC Owner. If the REC PSA is suspended, REC Owner may sell RECs from the System to another party, through SRECTrade as its sole and exclusive agent, to another party during the suspension period.

Article V. Events of Default; Remedies

Section 5.01 Events of Default. An “Event of Default” shall mean, with respect to a Party (the “Defaulting Party”) which has failed to fulfill an obligation owed hereunder to the other Party (the “Performing Party”), the occurrence of any of the following:

- (a) The material breach of any or all of the Defaulting Party’s obligations as described in this Agreement, and such breach is not cured within five (5) Business Days of written notice of such breach from the Performing Party. A material breach includes, but is not limited to, the following:
 - (i) The failure of REC Owner to provide the required documentation and information on the Application or as may be requested by SRECTrade for the Identification or Registration of the System, either in the Application, as required by the REC PSA, or any other required documentation.
 - (ii) The failure of REC Owner to meet the SRECTrade Deadline to Identify System or the SRECTrade Deadline to Confirm System Energization or any IPA-approved extension thereof, as applicable.
 - (iii) Any representation, warranty or certification made in the Agreement if proven to have been false or misleading in any material respect when made, or fails to remain true during the Term of the Agreement, if such failure would reasonably be expected to result in a material adverse impact on the Performing Party, and such misrepresentation or failure is not cured within five (5) Business Days after notice thereof is delivered to the Defaulting Party.
 - (iv) The failure of REC Owner to report its generation such that it meets its Minimum Output Guarantee for each and every delivery period for the Term of the REC PSA, specifically including the Date of Initial REC Delivery under the terms of the REC PSA.
 - (v) The cancellation by REC Owner or other termination of the payment method used by REC Owner pursuant to Section 1.03(b).
 - (vi) Any material breach of the terms of the Security Agreement Addendum, if applicable.
- (b) Either Party’s actual fraud, willful or intentional misconduct, or gross negligence in connection with this Agreement.
- (c) The filing of a petition for voluntary Bankruptcy or insolvency or for reorganization or arrangement under the Bankruptcy Code or under any insolvency act of any state, or voluntarily taking advantage of any such law or act by answer or otherwise.
- (d) Any failure to follow or otherwise comply with any of the material provisions and terms of this Agreement, if such failure is not remedied within five (5) Business Days after written notice is given by the Performing Party.
- (e) REC Owner understands and agrees that, in the event and occurrence of an Event of Default (including occurrence of a material breach), SRECTrade may resultantly be or become in breach of its REC PSA with the Buyer or in its obligations to the IPA with respect to the Performance Assurance. Accordingly, SRECTrade does not guarantee that REC Owner’s cure of any or all breach within five (5) Business Days will result in curing the breach under this Agreement and thereby absolve REC Owner of its liability for breach. That is, if REC Owner attempts to cure a breach and does so within five (5) Business Days, but SRECTrade is unable to provide the necessary information to either the IPA or the Buyer, as applicable, prior to SRECTrade being determined to be in breach of its obligations to either the IPA or the Buyer, then REC Owner will be deemed to be in breach of this Agreement and will be subject to the penalties hereunder.

Section 5.02 Remedies Upon Default.

- (a) Upon the occurrence and continuation of an Event of Default, the Performing Party shall have the right, but not the obligation, to (1) terminate this Agreement (and, in either Party’s Event of Default, SRECTrade shall have the right to terminate the REC PSA) upon written notice to the Defaulting Party and/or (2) exercise such remedies as provided in this Agreement. If the System has been Energized and registered with a PJM-EIS GATS account, and the Agreement is terminated due to an Event of Default by either SRECTrade or by REC Owner, then (i) the RECs to be delivered to the Buyer under the REC PSA and pursuant to this Agreement may not be eligible to be considered for use under any future Illinois Power Agency or Illinois procurement event(s); (ii) the Buyer shall withhold any

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payments due in respect of this Agreement; (iii) the REC Owner shall forfeit its Performance Assurance under this Agreement if such Performance Assurance has not yet been returned to REC Owner through SRECTrade; (iv) SRECTrade is hereby entitled to recover the Application Award by any mean legally available including, without limitation, if REC Owner has entered into the Security Agreement Addendum, the right to take all action to collect the Application Award, including, but not limited to, foreclosing on the Collateral and taking all actions of a secured creditor permitted under applicable law.

- (b) If the REC PSA is terminated as a result of an Event of Default that is due, in whole or in part, to an Event or Default or breach of this Agreement by REC Owner, then the REC Owner shall be required to pay SRECTrade, upon SRECTrade's demand, an amount equal to up to REC Owner's Final Contract Price REC price multiplied by the System's Maximum Contract Quantity or by the remaining, undelivered portion of the Maximum Contract Quantity if the System has completed partial performance (the "Cover Remedy"). In addition, REC Owner may forfeit its Performance Assurance if such Performance Assurance has not yet been returned to REC Owner through SRECTrade. In the event that Buyer requires a remedy in excess of the remedies contemplated herein under the terms of the REC PSA for a "Settlement Amount" for a "Terminated Transaction" as such terms are defined in the REC PSA, SRECTrade reserves the right to collect such remedy payment (the "Buyer Remedy") from REC Owner in lieu of the Cover Remedy. In such Event of Default by REC Owner, REC Owner shall hold harmless SRECTrade for any and all remedies contemplated hereunder.
- (c) If the REC PSA is terminated as a result of an Event of Default that is *not* due in whole or in part to an Event of Default or breach of this Agreement by REC Owner, but is terminated as a result of an Event of Default by SRECTrade, then SRECTrade shall hold harmless REC Owner from such "Buyer" if so demanded by the Buyer, *provided; however*, that REC Owner will not be able to seek additional remedies or damages from SRECTrade, regardless of whether the Buyer demands the "Settlement Amount".
- (d) REC Owner hereby stipulates that the remedies set forth in this Section 5.02 are reasonable in light of the anticipated harm and the difficulty of estimation or calculation of actual damages, and REC Owner hereby waives the right to contest such remedies.

Section 5.03 Suspension of Performance. Notwithstanding any other provisions hereof, if an Event of Default has occurred and is continuing, the Performing Party may, on notice to the Defaulting Party, suspend performance of its obligations hereunder, until such Event of Default is cured, if so curable; *provided, however*, that any suspension may not extend the Term of the REC PSA. Any such suspension shall be without prejudice to any remedy provided herein or otherwise available at law or in equity, including the right to subsequently terminate as permitted under this Agreement.

Section 5.04 Effect of Termination of this Agreement. Termination shall not affect or excuse the performance of any Party under any provision of this Agreement that, by its terms, survives any such termination including, without limitation, the recovery of the Application Award.

Section 5.05 Duty to Mitigate. Each Party agrees that it has a duty to use commercially reasonable efforts to minimize and mitigate any damages it may incur as a result of the other Party's performance or non-performance of this Agreement.

Section 5.06 Limitation of Liability. THE SRECTRADE WEBSITE (THE "SITE") AND THE SERVICES PROVIDED BY SRECTRADE HEREUNDER, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, INCLUDING THAT THE SITE WILL OPERATE ERROR-FREE, THAT THE SITE, ITS SERVERS, OR THE CONTENT ARE FREE OF COMPUTER VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS: (I) SRECTRADE SHALL NOT BE SUBJECT TO LIABILITY FOR ANY DELAYS OR

INTERRUPTIONS OF THE SITE OR THE SERVICES FROM WHATEVER CAUSE OR FOR ANY DEFECTS, MALFUNCTIONS, AND REC OWNER AGREES THAT REC OWNER'S USE OF THE SERVICES AND THE SITE AT REC OWNER'S OWN RISK; (II) SRECTRADE DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE; (III) SRECTRADE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM THE USE OR INABILITY TO ACCESS AND USE THE SITE OR THE SERVICES WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF SRECTRADE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (IV) SRECTRADE'S AGGREGATE LIABILITY SHALL NOT EXCEED THE GREATER OF (A) THE AMOUNT REC OWNER HAS PAID US IN CONNECTION WITH THE APPLICABLE APPLICATION IN THE TWELVE MONTHS PRIOR TO THE ACTION OR TRANSACTION GIVING RISE TO THE LIABILITY, AND (B) U.S. \$100.00. THE SITE AND THIS AGREEMENT MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS OR OMISSIONS. UNLESS REQUIRED BY APPLICABLE LAWS, SRECTRADE IS NOT RESPONSIBLE FOR ANY SUCH TYPOGRAPHICAL, TECHNICAL, OR PRICING ERRORS LISTED ON THE SITE. SRECTRADE RESERVES THE RIGHT TO MAKE CHANGES, CORRECTIONS, AND/OR IMPROVEMENTS TO THE SITE AND THE SERVICES AT ANY TIME WITHOUT NOTICE.

Section 5.07 No Assumption of Liability. SRECTrade shall not assume, and REC Owner, shall retain and be responsible for, any and all liabilities and obligations of REC Owner of any kind or nature whatsoever with respect to the System, including, without limitation, any and all liabilities and obligations of REC Owner under REC Owner's Project Documents. "Project Documents" means this Agreement, the executed project development agreement or other agreement between REC Owner and a project developer evidencing a legally enforceable obligation to develop, design, procure, and install the System, any and all agreements authorizing the REC Owner or the System Owner, as applicable, to install and operate the System at the Host location for at least the Term of the Agreement and the REC PSA, its Interconnection Agreement, and, if REC Owner is a project developer, any applicable leases, easements, power purchase agreements between the project development and Host and licenses evidencing project developer's rights of access and rights to develop, design, procure, install and operate a Distributed Renewable Energy Generation Device or Photovoltaic Community Renewable Generation Project at the Host's location and warranted to operate at the Host's location for at least the Term of the Agreement.

Article VI. Miscellaneous

Section 6.01 Dispute Resolution.

(a) Arbitration.

- (i) ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE BREACH, TERMINATION, ENFORCEMENT, INTERPRETATION OR VALIDITY THEREOF, INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, WHICH CANNOT BE

RESOLVED BY NEGOTIATION OR MEDIATION BETWEEN THE PARTIES, SHALL BE SETTLED BY FINAL AND BINDING ARBITRATION WITH ONE ARBITRATOR IN THE STATE OF ILLINOIS. THE ARBITRATION SHALL BE ADMINISTERED BY JAMS PURSUANT TO ITS COMPREHENSIVE ARBITRATION RULES AND PROCEDURES AND IN ACCORDANCE WITH THE EXPEDITED PROCEDURES IN THOSE RULES.

- (ii) THE COSTS OF THE ARBITRATION SHALL BE SHARED EQUALLY BETWEEN THE PARTIES, EXCEPT THAT EACH PARTY SHALL BE RESPONSIBLE FOR ITS OWN ATTORNEYS' FEES AND COSTS IN PREPARING AND PRESENTING ITS CASE. THE ARBITRATOR'S AWARD MAY BE CONFIRMED, ENTERED, AND ENFORCED AS A FINAL JUDGMENT IN ANY COURT OF COMPETENT JURISDICTION. THIS CLAUSE SHALL NOT PRECLUDE THE PARTIES FROM SEEKING PROVISIONAL REMEDIES TO MAINTAIN THE STATUS QUO IN AND IN AID OF ARBITRATION FROM A COURT OF COMPETENT JURISDICTION, INCLUDING THOSE PROVIDED FOR IN Article V HEREOF.
 - (iii) THE ARBITRATOR'S AWARD SHALL BE ISSUED IN WRITING AND CONFINED TO A STATEMENT OF THE AMOUNT OF DAMAGES (IF ANY) AWARDED TO EITHER OR BOTH PARTIES ON THE CLAIMS AND COUNTERCLAIMS SUBMITTED TO THE ARBITRATOR.
- (b) **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois and of the United States without giving effect to the doctrine of conflict of laws. All claims arising out of this Agreement that are not governed by Section 6.01(a) hereof shall be resolved in accordance with the laws of the State of Illinois in a court of competent jurisdiction.

Section 6.02 Force Majeure.

- (a) If either Party is rendered unable, wholly or in part, by Force Majeure to carry out its obligations with respect to this Agreement, that upon such Party's (the "Claiming Party") giving notice and full particulars of such Force Majeure as soon as reasonably possible after the occurrence of the cause relied upon, confirmed in writing, then the obligations of the Claiming Party will, to the extent it is affected by such Force Majeure, be suspended during the continuance of said inability, but for no longer period, and the Claiming Party will not be in breach hereof or liable to the other Party for, or on account of, any loss, damage, injury or expense resulting from, or arising out of such event of Force Majeure during such Suspension Period. The Party receiving such notice of Force Majeure will have until the end of the fifth (5th) Business Day following such receipt to notify the Claiming Party that it objects to or disputes the existence of Force Majeure. If REC Owner is the Claiming Party, then the approval of the request shall require the consensus among SRECTrade, the IPA and Buyer.
- (b) After the Delivery Term Start Date, in no event shall a claim of Force Majeure or a Force Majeure Event operate to extend the Delivery Term such that the Term extends beyond the Delivery Term set forth in the REC PSA.
- (c) If Force Majeure adversely affects the ability of REC Owner to produce RECs from a Designated System and the Suspension Period arising from such event lasts for a consecutive period of seven hundred thirty (730) days, then SRECTrade shall exclude the Designated System from this Agreement and if payments have been made to REC Owner with respect to the Designated System, REC Owner shall return the amount of payment based on the applicable Contract Price and on the difference between the number of RECs used to calculate payment and the number of RECs Delivered from such Designated System.
- (d) "Force Majeure" means an event or circumstance which materially adversely affects the ability of a Party to perform its obligations under this Agreement, which event or circumstance was not reasonably anticipated as of the date such Transaction was entered into and which is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which the Claiming Party is unable to overcome or avoid or cause to be avoided, by the exercise of due diligence. Force Majeure includes acts of God (such as tornadoes, fires, earthquakes and floods), explosions, war, hostilities, riots and acts or threats of terrorism (any such event, an "External Event") that disrupt the operation of the Designated System(s). Force Majeure may include delays in the establishment by the Designated

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System of an operating interconnection with the applicable distribution system as a result of the actions or inactions of the distribution provider, provided REC Owner can demonstrate to SRECTrade and Buyer that such delay is not primarily attributable to REC Owner's failure to make in a timely manner a formal request for interconnection to such distribution provider or to provide in a timely manner the information or payment required by such distribution provider. Force Majeure may also include the failure or disruption in Deliveries of any Certification Authority that is not the Claiming Party. In the case of a Party's obligation to make payments hereunder, Force Majeure will only be an event or act of a Governmental Authority that on any day disables the banking system through which a Party makes such payments. Force Majeure may include curtailments of the Designated Systems (except economic curtailments as explicitly excluded pursuant to (iv) below) by either the interconnecting utility (including those through a smart inverter) or the Regional Transmission Organization ("RTO") responsible for the operation of the transmission system to which the Designated System(s) is interconnected that result in reduced REC production. In the event that REC Owner fails to so notify SRECTrade of such curtailment, REC Owner shall not be relieved of its Delivery obligations as a result of such curtailment. Upon the occurrence and proper notice of a curtailment, REC Owner shall estimate the amount of Deliveries prevented by such curtailment based on the most recent twelve (12) months of actual production data from the Designated System(s) and utilizing actual meteorological conditions during the period of curtailment and shall provide such estimate to SRECTrade along with all supporting documentation, including any supporting information from the interconnected utility or RTO that curtailed the applicable Designated System's generation. Force Majeure may not be based on: (i) the loss or failure of Buyer's markets; (ii) Buyer's inability economically to use or resell the Product purchased under the REC PSA; (iii) REC Owner's ability to sell the Product to another at a price greater than the Purchase Price; (iv) curtailment for economic purposes only made by the interconnected utility or RTO responsible for the operation of the distribution or transmission system to which the Designated System(s) is interconnected; (v) insufficiency or unavailability of insulation to operate the Designated System(s) or generate sufficient quantities of Product; (vi) the performance or breakdown of equipment not directly caused by an External Event; or (vii) the loss of tax credits, the denial of deductions or the imposition of additional taxes.

Section 6.03 Government Action. "Government Action" means action by a Governmental Authority, Administrator, Certification Authority, or by the governing body of an Applicable Program to change the eligibility of a Product for an Applicable Program or substantially change the requirements for compliance by persons obligated to comply with the Applicable Program which in either case has a material adverse effect on the value of a Product that is the subject of a particular Transaction, and includes a change in Applicable Law that disqualifies any particular Renewable Energy Facilities (by Renewable Energy Sources, Initial Operating Date, or otherwise) or Product, that is the subject of a Transaction from an existing Applicable Program. In this case, the "Product" is RECs, and the "Transaction" refers to both the ABP and the subsequent REC PSAs, and such terms may be used interchangeably.

- (a) The Parties acknowledge that, with respect to the REC PSA entered into by and between SRECTrade and the Buyer, the Applicable Programs, which among other things establish the conditions for a market for the RECs contemplated for purchase and sale hereunder, may be the subject of Government Action (including court challenge) that could adversely affect the eligibility of such RECs to meet the requirements of an Applicable Program or otherwise alter the requirements of the Applicable Program, or make RECs unavailable or dramatically diminished or increased in value. With respect to any Transaction, absent a representation by Seller that the Product complies with the requirements of a particular Applicable Program, Buyer bears the risk that the Product is or will be in compliance with any Applicable Program. With respect to any Transaction, if Seller represents that a Product complies with an Applicable Program, such representation is made and effective as of the Delivery Date, and Seller will not be in breach of such representation on account of any Government Action occurring after the Delivery Date. Unless otherwise specified in a particular "Product Order", as such term is defined in the REC PSA, Government Action that changes in any respect the value of a Product, including a Cancellation of Applicable Program, will have no effect on the obligation of the Parties to purchase and sell such Product at the price and on the terms set forth in the Product Order. To the extent that Government Action renders Delivery illegal under Applicable Law, such Transaction will

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be terminated and that portion of whatever has been paid for Products not yet Delivered will be refunded by Seller, to the extent it is lawful to do so. Notwithstanding the foregoing, no Transaction will be affected, cancelled, or otherwise impaired by Government Action that is specific to a Party under Applicable Law taken by a Governmental Authority alleging that Party's violation thereof.

- (b) **Regulatory Termination Right.** IN CONSIDERATION OF THE FOREGOING, SRECTRADE SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO TERMINATE THIS AGREEMENT UPON EITHER THE EXPIRATION OR REPEAL OF ANY OR ALL OF THE APPLICABLE PROGRAMS, ANY CHANGE IN THE APPLICABLE PROGRAMS' ALTERNATIVE COMPLIANCE PAYMENT FOR RENEWABLE ENERGY, OR ANY CHANGE IN THE DESIGN OR THE ADMINISTRATION OF THE APPLICABLE PROGRAM THAT WOULD PREVENT OR INHIBIT THE IPA FROM CONDUCTING THE PROCUREMENT EVENT OR THAT WOULD PREVENT OR INHIBIT THE BUYER FROM PURCHASING RECS FROM THE SYSTEM OR THE SYSTEM FROM PRODUCING RECS.

Section 6.04 Taxes. REC Owner shall pay or cause to be paid all taxes imposed by any Government Authority ("Governmental Charges") on or with respect to the RECs or production of the RECs arising prior to Delivery. Nothing shall obligate or cause a Party to pay or be liable to pay any Governmental Charges for which it is exempt under the law. A tax shall not include any penalty or fines.

Section 6.05 Entire Agreement; Amendment. This Agreement, including all exhibits and attachments and, without limitation, the Security Agreement Addendum, constitutes the entire agreement between the Parties, and there are no other representations, oral or otherwise, regarding the subject matter of this Agreement that are binding on either Party, except as referenced herein. Notwithstanding the foregoing, SRECTrade reserves the right to amend the Agreement pursuant to the final form of each Contracting Utility's REC PSA by providing notice of such amendments to REC Owner via email. Once such notice is provided, the amendments made therein will be considered part of this Agreement. Any other amendment to the Agreement must be made in writing signed by the Parties.

Section 6.06 Non-waiver. The failure or delay of either Party to exercise any of its rights hereunder for breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either Party, whether written or oral, express or implied, of any rights under or arising from this Agreement shall be binding on any subsequent occasion; and no concession by either Party shall be treated as an implied modification of the Agreement unless specifically agreed to in a signed writing by the Parties.

Section 6.07 Notice. Any legal notice made under this Agreement shall be in writing and delivered in person or by public or private courier service (including United States Postal Service Express Mail) or certified mail with return receipt requested. All such notices shall be addressed to SRECTrade at the following address, to REC Owner at the mailing address provided on the Application, or to such other addresses as the Parties may from time to time direct in writing.

SRECTrade, Inc.
Attn: Legal
201 California Street, Suite 630
San Francisco, California 94111
Email: legal@SRECTrade.com

All other notices may be provided to REC Owner or SRECTrade, as applicable, via electronic mail as contemplated by the terms of this Agreement.

Section 6.08 Severability. The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or otherwise unenforceable, the remainder of the provisions herein shall continue to be valid and enforceable.

Section 6.09 Survival. All rights, obligations, covenants, representations, warranties and certifications hereof shall survive termination, cancellation, or expiry of this Agreement.

Section 6.10 Counterparts. This Agreement may be executed by the REC Owner(s) in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single Agreement. Delivery of an executed counterpart of a signature page of this Agreement by the electronic mailing of a PDF file shall be effective as delivery of a manually executed counterpart of this Agreement, so long as at least one (1) counterpart of the Agreement includes the entire Agreement and one (1) counterpart signature page. SRECTrade will not be obligated to execute this Agreement, but is hereby bound to the terms hereof for each executed Agreement received as part of a complete Application and confirmed received by SRECTrade's processing of the Application and its supporting documentation.

Section 6.11 Indemnification. REC Owner agrees to indemnify, defend and hold harmless SRECTrade, and any of SRECTrade's affiliates, directors, officers, employees, agents and permitted assigns, from and against all third party claims, losses, injuries, liabilities, damages, judgments, awards, fines, penalties, costs and expenses (including reasonable attorneys' fees and disbursements) incurred in connection with, arising out of, or alleged to arise out of any event or circumstance first occurring or existing during the term of this Agreement or which is in any manner connected with the performance of this Agreement by REC Owner, except to the extent that such claim may be attributable to the gross negligence or willful misconduct of SRECTrade. This indemnity shall survive the expiration or termination of this Agreement for the full statutory period allowable by applicable law.

Section 6.12 No Third Party Beneficiaries. Nothing herein is intended to or should be construed to create any rights of any kind whatsoever in third persons which are not parties to this Agreement, except for those rights, obligations and remedies of the IPA and/or the Buyer as such are expressly set forth in this Agreement.

Section 6.13 Confidentiality.

- (a) **Confidential Information.** Confidential Information shall include (1) the Agreement; its terms and conditions, and any and all information prepared or delivered to a Party by the other Party or its representatives (including information or data received by the other Party from a third party and as to which the other Party has confidentiality obligations) in relation to this agreement; and (2) information that is known to a Party, or should be known to a reasonable person given the facts and circumstances of the disclosure, as being treated as confidential or proprietary by the other Party (the "Confidential Information"). The information in this Agreement and other Confidential Information is proprietary, privileged, and confidential and would cause competitive harm to SRECTrade if released or disclosed.
- (b) **Treatment of Confidential Information.** Upon a Party (the "Receiving Party") receiving or learning of Confidential Information from the other Party (the "Disclosing Party"), the Receiving Party shall: (1) keep such Confidential Information in its strictest confidence and shall not disclose any such Confidential Information to any other Person, except as may be provided herein; (2) restrict access to such Confidential Information to employees, representatives, affiliates and others who agree to be bound by this Agreement, have a need to know such Confidential Information for the purposes of performing the obligations of the Disclosing Party under this Agreement, and have been notified that such information is Confidential Information; and (3) upon the termination of this Agreement and at the request of the Disclosing Party, destroy or return any such Confidential Information in written or other tangible form and any copies thereof. The terms of this Agreement shall also be considered Confidential Information, except that a Party may disclose the terms of this Agreement to an index publisher or to a comparable credit rating agency that has executed a confidentiality agreement with such Party.
- (c) **Disclosure Pursuant to Applicable Law.** In the event a Receiving Party is requested or required, pursuant to applicable law or to the order or subpoena of a court or agency of competent jurisdiction, to disclose Confidential Information, such Receiving Party shall, to the extent permitted by applicable

- law, give the Disclosing Party prompt notice of such request so that the Disclosing Party may seek an appropriate protective order.
- (d) **Waiver of Confidentiality Agreement.** REC Owner understands and agrees that SRECTrade may be required to disclose information that may be considered to be Confidential Information to the IPA and/or to the Buyer in order to participate in the ABP and to enter into the REC PSA. In such event, REC Owner understands and agrees that information provided for the purposes of participating in the ABP or entering into the REC PSA, such as the System's location, Interconnecting Utility account information, REC Owner, System Owner, Host, and each party's respective contact information, may be subject to public disclosure or requests made under the Freedom of Information Act, and will accordingly not be held as Confidential under the terms of this Section 6.13.
 - (e) **SRECTrade's Confidentiality Obligations to Buyer and to third party REC Owners.** REC Owner understands and agrees that SRECTrade may be required to keep confidential certain terms and provisions of the REC PSA entered into by and between SRECTrade and Buyer pursuant to confidentiality provisions by which SRECTrade is obligated. Such terms and provisions include, but are not limited to, Buyer's own "Confidential Information", as defined by the REC PSA, the "Purchase Price", the "Maximum Annual Quantity", the "Maximum Contract Quantity", and the "Forecast REC Quantity" for the "Aggregated Group of Projects" as defined and contracted by and between SRECTrade and Buyer, as such REC PSA includes confidential information about aggregated third party REC Owners. SRECTrade shall keep such terms and provisions confidential pursuant to the confidentiality provisions of the applicable REC PSA and pursuant to the confidentiality provisions of third party Agreements with third party REC Owners. In addition to such confidentiality provisions, SRECTrade further warrants that it may deem certain terms or information under the REC PSA or as provided to the Buyer as confidential information that is not required to be disclosed to REC Owner under the terms of the Agreement.
 - (f) **Survival of Confidentiality Provisions.** The obligations of the Parties under this Section 6.13 shall remain in full force and effect for two (2) years following the termination of this Agreement.

Section 6.14 Definitions.

- (a) "Aggregator" means SRECTrade.
- (b) "Aggregator Performance Assurance" mean the cash collateral retained by SRECTrade equal to five percent (5%) of the Total Contract Value. Aggregator Performance Assurance shall not earn interest.
- (c) "Applicant" means the party who completes the Application online. The Applicant may be the REC Owner, Installer, Host, or another authorized third party. At all times, the Applicant shall covenant and guarantee that it has all necessary power and authority to complete and submit the Application as the REC Owner or on behalf of the REC Owner. If REC Owner's Application is submitted by a third party Applicant, REC Owner hereby consents to such Applicant's submission of REC Owner's Application and agrees to be bound by the Application Terms & Conditions to which the Applicant will consent and agree on the SRECTrade online application.
- (d) "Application(s)" means the online application to be completed and submitted by the Applicant at www.SRECTrade.com. All Applications will be subject to SRECTrade review and verification. All Applications must be submitted within the applicable Application Window, on or before the applicable Application Deadline. Applications granted an Application Award may be referred to herein as "Successful Application(s)", and Applications that are not granted an Application Award may be referred to herein as "Unsuccessful Application(s)".
- (e) "Application Award" means the Total Contract Value awarded to REC Owner upon a successful Application.
- (f) "Application Date" This is the date when Applications are due for the Adjustable Block Program Capacity Block for which the Application Award and all subsequent dates and deadlines of this Agreement will be based.
- (g) "Application Deadline" will differ for each block of capacity within the Adjustable Block Program, and will be the last day of the applicable Application Window on which an Applicant may submit an Application for the currently available block. The Application Deadline for each block will be

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announced via email and will be posted on the SRECTrade Blog. Unless otherwise stated, the Application Deadline will be at 5:00 PM Central on the date specified in email communications and on the SRECTrade Blog. Applications submitted after the applicable Application Deadline will not be eligible for inclusion in SRECTrade's Application Proposal for the current Capacity Block of the Adjustable Block Program.

- (h) "Application Fee" shall have the meaning outlined in Section 1.03 (a) (i).
- (i) "Application Window" will differ for each Capacity Block, and will be a period of time during which an Applicant may submit an Application for the current Capacity Block. The window for each Capacity Block will be open from the date of notification by the Program Administrator or IPA and will remain open until seven (7) days after the program administrator announces the Capacity Block has been filled.
- (j) "Bankrupt" or "Bankruptcy" means an entity that has (1) filed a petition or otherwise commenced, authorized or acquiesced in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law; (2) had any such petition filed or commenced against it and not dismissed within thirty (30) calendar days; (3) made an assignment or any general arrangement for the benefit of creditors; (4) otherwise become bankrupt or insolvent, however evidenced; (5) had a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets; or (6) become generally unable to pay its debts as they fall due.
- (k) "Bankruptcy Code" means those laws of the United States of America related to bankruptcy, codified and enacted as Title 11 of the United States Code, entitled "Bankruptcy" and found at 11 U.S.C. § 101 et seq., as such laws may be amended, modified, replaced or superseded from time to time.
- (l) "Business Day" means a day on which the Federal Reserve member banks in New York City are open for business; and a Business Day shall start at 8:00 a.m. and end at 5:00 p.m. Eastern Prevailing Time, unless otherwise specifically noted. Notwithstanding the foregoing, with respect to notices only, Business Day shall include the Friday immediately following the U.S. Thanksgiving holiday.
- (m) "Buyer" or "Contracting Utility" means either Ameren Illinois Company d/b/a Ameren Illinois ("Ameren"), Commonwealth Edison Company ("ComEd") or MidAmerican Energy Company ("MidAm"). The terms Contracting Utility and Buyer are used interchangeably in this Agreement.
- (n) "Certification Authority" means an entity that certifies the generation, characteristics or Delivery of a REC, or the qualification of a Renewable Energy Facility or Renewable Energy Source under an Applicable Program, which may include, as applicable, the Administrator, a GIS such as the PJM-EIS GATS, a Governmental Authority, the Verification Provider, one or both of the Parties, an independent auditor, or other third party, and should include (1) if no Applicable Program is specified, the Seller, or the generator of the RECs if the Seller is not the generator, (2) if the RECs are to be Delivered pursuant to an Applicable Program, the Administrator of the Applicable Program, or such other person or entity specified by the Applicable Program to perform Certification, or (3) such other person or entity specified by the Parties.
- (o) "Date of First Operation" shall have the meaning set forth in the PJM-EIS GATS or M-RETS operating manuals.
- (p) "Date of Initial REC Delivery" shall mean the date the first REC delivery is made in the Applicable Tracking Registry.
- (q) "Defaulting Party" shall have the meaning set forth in Article V hereof.
- (r) "Delinquent Payment" means any amount not paid by Buyer to SRECTrade by the applicable payment due date. Such payments are delinquent and will accrue interest at the prime rate of interest until an Event of Default has been declared, in which case such amounts will bear interest at the prime lending rate of interest plus three percent per annum. Any such interest accrued on such Delinquent Payment shall be retained by SRECTrade.
- (s) "Deliver", "Delivered", or "Delivery" means the transfer and receipt of RECs via the PJM-EIS GATS from SRECTrade to Buyer.
- (t) "Delivery Term", "Delivery Term Start Date" and "Delivery Term End Date" shall have the meaning set forth in Article IV hereof.

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- (u) “Designated System” means a Renewable Energy Facility that is selected by the IPA through the ABP and approved by the ICC for inclusion in this Agreement as of the Trade Date of a Product Order. All Designated Systems under this REC Contract shall either be a Distributed Renewable Energy Generation Device or a Community Renewable Energy Generation Project.
- (v) “Designated System Contract Maximum REC Quantity” means the sum of all of the Delivery Year Expected REC Quantity (RECs) as provided under Exhibit F in the REC PSA.
- (w) “Effective Date” or “Execution Date” means the date upon which this Agreement is entered by REC Owner’s execution and by SRECTrade’s confirmed receipt pursuant to Section 6.10 hereof.
- (x) “Energization” and “Energized” means the occurrence of the System being operational by being turned on for a period of twenty-four (24) consecutive hours for purposes of generating electricity, having received all required Interconnecting Utility, state and/or local approvals and/or permits necessary for its operation and delivery to the host site or electricity grid, as the case may be, physically delivering electricity to the grid. “Energization,” “Energize” or “Energized” means, with respect to a Designated System, the approval by the IPA or its designee that a Designated System has met all requirements for energization under the ABP, including the establishment of a Standing Order. If the Designated System is a Community Renewable Energy Generation Project, Energization shall also include the occurrence of at least fifty percent (50%) of the Actual Nameplate Capacity of the Designated System being subscribed (through a “subscription” as defined in Section 1-10 of the IPA Act).”
- (y) “Energized Date” means the date on which the System is Energized, and shall also have the meaning of “Initial Operating Date” as such term is defined by the REC PSA. REC Owner will be required to provide “Proof of Energized Date” (that is, documentation issued by the Interconnecting Utility to support the Energized Date for the System) to SRECTrade no later than five (5) days after Energized Date, or at the time of Application, whichever occurs later, but in no event later than the SRECTrade Deadline to Confirm System Energization. The System must be completed Installed, Energized and Registered with PJM-EIS GATS by the Scheduled Energized Date as set forth by the relevant Adjustable Block Program Round, or pursuant to any extension approved by the IPA at its sole discretion, the approval of which shall be exercised reasonably. REC Owner may request, through SRECTrade, an extension of the Scheduled Energized Date upon demonstration of project delays that do not otherwise jeopardize the successful completion of the System; any such extension will be granted at the IPA’s sole discretion, which shall be exercised reasonably. Any such requests will be determined by the IPA on a case-by-case basis, but will be limited to circumstances outside the REC Owner’s control. Such circumstances may include delays in approval of interconnection requests, issuing of permits, and other events driven by delays in third-party processes, including failure by the GATS to process Registrations in a timely manner (the latter of which may result in SRECTrade requesting an extension on behalf of REC Owner).
- (z) “Environmental Attribute” means an aspect, claim, characteristic or benefit associated with the generation of a quantity of electricity by a Renewable Energy Facility, other than the electric energy produced, and that is capable of being measured, verified or calculated. An Environmental Attribute may include one or more of the following identified with a particular megawatt hour of generation by a Renewable Energy Facility designated prior to Delivery: the Renewable Energy Facility’s use of a particular Renewable Energy Source, avoided NO_x, SO_x, CO₂ or greenhouse gas emissions, avoided water use (but not water rights or other rights or credits obtained pursuant to requirements of Applicable Law in order to site and develop the Renewable Energy Facility itself) or as otherwise defined under an Applicable Program, or as agreed by the Parties. Environmental Attributes do not include production or investment tax credits, other federal, state or local tax benefits, incentives or deductions, or other direct third-party subsidies for generation of electricity by the Designated System(s), all of which credits, benefits, incentives, deductions or subsidies are reserved exclusively to the owner of the Designated System. If during the Delivery Term, a change in laws or regulations occurs that creates value in Environmental Attributes, then at the Buyer’s request, SRECTrade may and REC Owner shall cooperate with the Buyer to register such Environmental Attributes or take other action necessary to obtain the value of such Environmental Attributes for the Buyer.
- (aa) “Event of Default” shall have the meaning set forth in Article V hereof.

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- (bb) “Final Contract Price” means the final contract price for which SRECTrade hereby contracts REC Owner’s RECs for sale as contemplated hereunder, subject to the execution of a REC PSA with a Buyer that includes REC Owner’s System. The Final Contract Price is subject to SRECTrade Fees.
- (cc) “Final System Size” means the final Nameplate Capacity (AC rating), expressed in kilowatt (kW) or megawatt (MW), of the System as indicated in the Application or amendment thereto.
- (dd) “Force Majeure” or “Force Majeure Events” shall have the meaning set forth in Section 6.02 hereof.
- (ee) “Good Utility Practice” means any of the practices, methods, and acts engaged in or approved by a significant portion of the electric generation industry with respect to producing electricity from the System. Good Utility Practice shall also include any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have reasonably expected to accomplish the desired result at a reasonable cost. Such practices, methods and acts must comply fully with applicable laws and regulations, good business practices, economy, reliability, safety, environmental protection, and expedition, having due regard for current editions of the National Electrical Safety Code and other applicable electrical safety and maintenance codes and standards, and any and all manufacturers’ warranties and recommendations. Good Utility Practices are not intended to be the optimum practice, method, or act to the exclusion of all others, but rather to be a spectrum of acceptable practices, methods, or acts generally accepted in the electrical generation industry in the United States.
- (ff) “Governmental Authority” means any international, national, federal, provincial, state, municipal, county, regional or local government, administrative, judicial or regulatory entity operating under any Applicable Laws and includes any department, commission, bureau, board, administrative agency or regulatory body of any government.
- (gg) “Guaranteed Registration Date” shall have the meaning specified in Section 2.01(b) hereof.
- (hh) “Host” means the individual or entity hosting the REC Owner and/or System Owner’s System on its property or premises.
- (ii) “Host Acknowledgment” means an acknowledgement by the owner of the premises at which the System is installed (the Host), which shall be provided in the form as provided by the IPA.
- (jj) “Installer”, for the purposes of this Agreement, shall be a “Qualified Person” as set forth in the Applicable Program.
- (kk) “Interconnection” means the interconnection of the System to the electric distribution system of the Interconnection Utility.
- (ll) “Interconnecting Utility” means the entity that owns the electric distribution system with which the System is directly interconnected. For the purposes of this Agreement, the Interconnecting Utility is either Illinois of Ameren (Ameren Illinois Company), Commonwealth Edison Company, MidAmerican Energy Corporation, Mt. Carmel Public Utility Co., or a “municipal utility” as defined in Section 3-105 of the Illinois Public Utilities Act, or a “rural electric cooperative” as defined in Section 3-119 of the Illinois Public Utilities Act.
- (mm) “Interconnection Agreement” means an agreement with the Interconnecting Utility regarding the Interconnection of the System to the electric distribution system of the Interconnecting Utility, as the same may be amended from time to time.
- (nn) “Installed” shall have the meaning ascribed to it in the Applicable Programs.
- (oo) “Invoice” or “Invoicing” means SRECTrade’s submission of an invoice to Buyer following the Delivery of REC Owner’s RECs.
- (pp) “Nameplate Capacity” means the aggregate inverter nameplate capacity in kilowatts (kW) AC, or if the System has no inverter, then the aggregate rated generated output in kilowatts (kW) AC.
- (qq) “Notifying Party” shall have the meaning set forth in Article VI hereof.
- (rr) “Performance Assurance” means collateral in the form of cash. Performance Assurance shall be deemed, for all legal purposes, to mean adequate assurance as such term is used in the Uniform Commercial Code (“UCC”) (810 ILCS 5) and the Bankruptcy Code and amendments thereof. The Parties specifically recognize that the use of Performance Assurance throughout this Agreement shall not limit any legal right, action or remedy that would have otherwise been available to the aggrieved

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- party under either the UCC or Bankruptcy Code. As used in this Agreement, Performance Assurance means the Utility Performance Assurance and the Aggregator Performance Assurance.
- (ss) “PJM-EIS GATS” or “GATS” means the PJM-EIS Generation Attribute Tracking System used to facilitate the issuance, transfer and retirement of RECs.
- (tt) “PJM-EIS GATS Administrator” shall have the meaning set forth in PJM-EIS GATS agreements.
- (uu) “PJM-EIS GATS Unit Identification Number” or “GATS Unit ID” means the unique identifier assigned by PJM-EIS GATS to the System, substantially in the form of NON#####.
- (vv) “Planned Installed Capacity” means the Nameplate Capacity (AC rating) of the System as indicated on the Application.
- (ww) “Quarterly Invoicing Schedule” means the monthly periods of June, September, December and March of each applicable reporting year. The ABP administrator will issue a Quarterly Netting Statement to SRECTrade on the 1st day of each respective month. The Quarterly Netting Statement will indicate the maximum payment amount that is authorized to be made under the REC Contract. SRECTrade will submit invoices by the 10th day of each respective month and the Contracting Utility will remit payment at the end of each month.
- (xx) “Renewable Energy Credit” or “REC” means a renewable energy credit or renewable energy certificate as issued by PJM-EIS GATS. As applicable, “SREC” refers to a solar renewable energy credit specifically.
- (yy) “REC Product” or “Product” means the type of REC as indicated in the REC PSA, which satisfies the definition of “renewable energy credit” under the Illinois Power Act.
- (zz) “Renewable Energy Credits Purchase and Sale Agreement” or “REC PSA” refers to the agreement entered into by and between SRECTrade and the Buyer for the purchase and sale of Renewable Energy Credits from Distributed Renewable Energy Generation Devices or Photovoltaic Community Renewable Generation Projects in accordance with the Applicable Programs.
- (aaa) “Revenue Quality Meter” means a measurement device determined by the Illinois Power Agency as capable of measuring the output of the System at the accuracy level published by the Illinois Power Agency as necessary for eligibility in the Applicable Programs. Revenue Quality Meters include, but may not be limited to, ANSI-certified revenue-grade meters.
- (bbb) “System” means the REC Owner’s Distributed Renewable Energy Generation Device or Photovoltaic Community Renewable Generation Project, which shall meet all qualifications of the Applicable Programs and the REC PSA.
- (ccc) “System Owner” means the individual or entity that owns the physical asset of the System that is the subject of this Agreement.
- (ddd) “Total Contract Value” means the Final Contract Price times (x) Designated System Contract Maximum REC Quantity.
- (eee) “Transferee” or “Assignee” means the party that either Party is requesting from the other Party to transfer and assign the requesting Party’s rights and obligations under the Agreement pursuant to Article II hereof.
- (fff) “Utility Performance Assurance” means the cash collateral retained by the Utility equal to five percent (5%) of the Total Contract Value. For purposes of this agreement between SRECTrade and the REC Owner the Utility Performance Assurance shall not earn interest.

Signature page to follow (pg. 26):

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By signing here, I/we agree that I/we have read and understand the Terms and Conditions of this Agreement.

Signature of REC Owner(s)

Signature of REC Co-Owner (if applicable)
(Individual Person or Company/Entity Name)

Print Name of REC Owner
(Individual Person or Company/Entity Name)

Print Name of REC Co-Owner (if applicable)
(Individual Person or Company/Entity Name)

Print Company/Entity Representative Name

Print Company/Entity Representative Title
(Company/Entity Representative Name and Title
required only if REC Owner is a Company/Entity)

Print System Address. (Street Address, City, State,
and Zip Code)

Date

SECURITY AGREEMENT ADDENDUM

THIS SECURITY AGREEMENT ADDENDUM (“SECURITY AGREEMENT”) IS LEGALLY BINDING AS OF THE DATE THIS SECURITY AGREEMENT HAS BEEN SIGNED BY ALL REC OWNERS (“EFFECTIVE DATE”). IN THIS SECURITY AGREEMENT THE WORDS “YOU” AND “YOUR” REFER TO REC OWNER AND REC OWNER’S PERMITTED SUCCESSORS AND ASSIGNEES AND THE WORDS “SRECTRADE,” “WE,” “US” AND “OUR” REFER TO SRECTRADE, INC., OR ITS SUCCESSORS AND ASSIGNEES. CAPITALIZED TERMS USED HEREIN THAT ARE NOT OTHERWISE DEFINED BELOW ARE DEFINED IN THE TERMS AND CONDITIONS OF THE SRECTRADE ILLINOIS ABP AGREEMENT (“MASTER AGREEMENT”), WHICH IS INCORPORATED HERE BY REFERENCE. THIS SECURITY AGREEMENT SUPERSEDES ANY PRIOR AGREEMENT BETWEEN YOU AND US CONCERNING THE SAME SUBJECT MATTER.

1. GRANT OF SECURITY INTEREST IN COLLATERAL.

a. Collateral. As consideration for the Services we are providing to you and to secure your obligations under the Master Agreement, you hereby grant to us a security interest in the following property and assets (collectively “Collateral”), whether you own it now or acquire it later, whether now existing or hereafter arising, regardless of where the Collateral is located:

(i) all solar panels and related equipment, including, but not limited to, inverters, racking systems, wiring, electrical and mechanical connections, any compatible electricity storage units, metering, monitoring and/or other distributed generation interconnect equipment (“Solar System Equipment”) comprising the System installed at the address set forth on the Application (“Premises”);

(ii) all attachments, accessories, tools, batteries, parts, supplies, replacements of and additions to all or any portion of the Solar System Equipment;

(iii) all claims of any type or nature, including warranty claims related to the Solar System Equipment;

(iv) all rebates and incentives that are payable as a result of installing the Solar Equipment except for such rebates and incentives which have been assigned to your Installer;

(v) all of your rights, title, interests, and remedies under all agreements, books, records, statements and documentation and other general intangibles relating to the Collateral (including, without limitation, the agreement with your Installer (the “Installation Agreement”) and any other agreement related to the performance, operation, or repair of the Solar System Equipment),

(vi) all consideration received from the operation, collection, sale or other disposition of any property that constitutes Collateral, including any payment received from any insurer arising from any loss, damage or destruction of any Collateral and any other payment received as a result of possessing all or any portion of the Collateral,

(vii) all supporting obligations; and

(viii) all products and proceeds of and all accessions to, substitutions and replacements for and rents, profits and products of, each of the foregoing and proceeds of any insurance, indemnity, warranty or guaranty payable to you from time to time with respect to any of the foregoing.

b. Financing Statements. You authorize us to file financing statements, a copy of this Security Agreement and any other documents necessary or desirable to perfect, protect and/or continue our security interest in the Collateral. You agree to sign any documents and to take any other actions that we might reasonably request to perfect, protect and/or continue our security interest in the Collateral. We may file an informational filing in the real property records that describes the Collateral.

2. ADDITIONAL OBLIGATIONS AND REPRESENTATIONS.

a. Ownership. You represent and covenant that:

(i) you are, or a trust controlled by you is, the fee simple owner of the Premises and the Collateral;

(ii) you are not, and will not be, in breach of your Installation Agreement; and

(iii) you have not entered into a home equity conversion mortgage or other similar agreement where a lender has agreed to make advances over time secured by an interest in the Premises (a "Reverse Mortgage").

b. Collateral. You irrevocably grant us, to the extent permitted by law, a limited power of attorney with full power of substitution and re-substitution, to sign any documents and perform any acts, in your name and on your behalf, for the exclusive purpose of exercising our rights with respect to the Collateral under this Security Agreement. You also agree not to pledge, mortgage, encumber or otherwise permit the Collateral at any time to be subject to any lien or encumbrance that is superior to our security interest.

c. Collateral Access. You agree to provide us or our designees, after receiving reasonable notice, with physical or electronic access to the Premises for the purposes of (i) inspecting the Solar System Equipment until this Security Agreement terminates or (ii) after Default, removing or disabling the Collateral or any portion thereof from the Premises. Upon our request, you agree to provide to us all available access to any energy production data or other data related to your Solar System Equipment until this Security Agreement terminates.

d. Personal Property. You and we both expressly intend that no portion of the Solar System Equipment will constitute a "fixture" or goods that have been so related to the Premises that an interest therein arises under applicable real property law, and that the Solar System Equipment is and will remain personal property. You also agree not to take any action that might cause the Solar System Equipment to be treated as real property or a fixture.

e. Installation and Maintenance of Solar System Equipment. You will take all steps necessary to enable the installation and proper functioning of the Solar System Equipment to be completed in accordance with the Installation Agreement. You agree to maintain the Solar System Equipment in good working order and in compliance with manufacturing specifications, the operating and maintenance manuals, warranty requirements provided by your Installer and all applicable law, and not to remove or modify the Solar System Equipment without our prior written consent. You agree to replace any portion of the Solar System Equipment that reaches its natural end of life, including, but not limited to, any inverter or battery. You agree to maintain all times an internet connection sufficient to ensure that monitoring data for the Solar System Equipment can be fully transmitted.

f. Required Insurance. You agree to maintain insurance covering the Solar System Equipment, whether installed on the dwelling or the property of the Premises. You agree to maintain and pay any deductibles under a Homeowners 3-Special Form, or equivalent, homeowner's policy covering the Premises. You may obtain insurance from any insurance company reasonably acceptable to us. You further agree that the property coverage limits will be sufficient to cover the dwelling, the property of the Premises and the full replacement and installation cost of the Solar System Equipment. You agree to name us as a "named additional insured" on this policy, and to deliver a copy of the policy to us upon our request. If there is a payout under the property coverage for damage to the Solar System Equipment, you agree to deliver those insurance proceeds to us, and we will apply those proceeds to the Services in the order of priority set forth in Section 3 of this Security Agreement. You are responsible for paying any insurance deductible. If you fail to pay a premium on this required insurance coverage when due, we may, but are not obligated, to pay these premiums on your behalf. If we make such premium payments, you agree that we may add the amount paid to your Services.

g. Representations. Each representation made by you in your Application, the Master Agreement, this Security Agreement or in any other document delivered by or on behalf of you in connection with your Application, the Master Agreement or this Security Agreement, is true and complete in all material respects when made. In addition, you hereby represent as follows:

(i) we may periodically review your credit, including pulling your credit report from consumer reporting agencies;

(ii) you will comply with all applicable law that might affect your ability to perform your obligations under this Security Agreement or that might result in a lien on the Collateral or otherwise impair the value of the Collateral; and

(iii) you irrevocably grant us, to the extent permitted by law, a limited power of attorney and appoint us and our designees as your true and lawful attorney-in-fact to sign documents and perform any acts necessary to exercise our rights under this Security Agreement, including to perfect, protect, or

continue our security interest in the Collateral and to enforce our rights if you are in default under this Security Agreement.

3. **DEFAULT.** You will be in default (“Default”) under this Security Agreement in any of the following circumstances (each an “Event of Default”):

- a. an Event of Default under the Master Agreement;
- b. you fail to make any payment under the Master Agreement or this Security Agreement within ten (10) days of the date such payment is due;
- c. you fail to perform any of your obligations under the Master Agreement or this Security Agreement and you fail to cure such failure to perform to our reasonable satisfaction within thirty (30) days after receiving notice from us of your failure to perform;
- d. you remove, modify, sell or otherwise transfer the Collateral or sell or transfer ownership of the Premises (including through condemnation) without our approval;
- e. any representation made by you in, or in connection with, your Application, the Master Agreement or this Security Agreement is false in any material respect when made;
- f. the death of any REC Owner; or
- g. any of the following occurs (each a “Bankruptcy Event”):
 - (i) you make an application for the appointment of a receiver, trustee or custodian or a receiver, trustee or custodian is appointed for you or a majority of your assets;
 - (ii) you (1) initiate or consent to any legal proceedings under the United States Bankruptcy Code, or equivalent law providing for the relief of debtors; (2) make an assignment for the benefit of creditors; or (3) have a petition in bankruptcy or similar relief of debtors filed against you, which is not withdrawn or discharged within thirty (30) days of being filed.

4. **REMEDIES.** Our remedies if you default on this Security Agreement include the following (to the fullest extent permitted by law):

- a. **General.** In the event that you are in Default under this Security Agreement, we may:
 - (i) declare any payments due to us under the Master Agreement immediately due and, except that payments will become immediately due and payable to us under a Bankruptcy Event or if you sell or transfer Collateral or the Premises without our approval, regardless of whether or not we take any action;
 - (ii) foreclose on the Collateral (and exercise any other rights with respect to the Collateral that we have under this Security Agreement or applicable law, including disabling the Solar System Equipment and/or removing the Solar System Equipment); and/or
 - (iii) pursue any other remedies available to us under applicable law, including those of a secured creditor permitted by applicable law.
- b. **Performance Call.** If you receive a Performance Call from us, you must promptly pay in full the unpaid principal amount of the Performance Call, including, but not limited to all accrued interest, if any, and any other amounts and fees payable under this Security Agreement.
- c. **Taking Possession.** If we choose to foreclose on the Collateral, we may, among other things, take possession of the Collateral and then sell, lease or otherwise dispose of the Collateral.
- d. **Cost Reimbursement; Application of Proceeds.** Unless otherwise prohibited under applicable law, you are to promptly reimburse us, with interest, for all costs and expenses incurred in exercising our remedies related to this Security Agreement, including reasonable attorneys’ fees, the costs of collection after Default, the costs we

incur in stabilizing and restoring your roof or other structures at your Premises if we take possession of the Collateral and the costs we incur in selling or otherwise disposing of the Collateral. If we choose to foreclose on the Collateral, we will apply any cash proceeds to settle any amounts owed under the Master Agreement and then to you or as a court may otherwise direct.

e. Right of Set-Off. Upon the occurrence of an Event of Default and the Default has not been cured, we are hereby authorized at any time and from time to time, without notice to you (any such notice being expressly waived by you) and to the fullest extent permitted by law, to set-off and apply any and all deposits (general or special, time or demand, provisional or final, but specifically excluding any trust or segregated accounts) at any time held by us and any and all other indebtedness at any time owing by us to or for the credit or account of you against any and all of the your obligations irrespective of whether or not we shall have made any demand under this Security Agreement and although such obligations may be contingent or unmatured. We agree to promptly notify you after any such set-off and application made by us, provided, however, that the failure to give such notice shall not affect the validity of such set-off and application. Our rights under this Section are in addition to any other rights and remedies (including, without limitation, other rights of set-off) which we may have. Nothing contained in this Security Agreement shall impair our right to exercise any right of set-off or counterclaim we may have against you and to apply the amount subject to such exercise to the payment of your indebtedness unrelated to this Security Agreement.

f. Deficiency Judgment. To the fullest extent permitted by law, regardless of whether or not we foreclose on the Collateral, we may require that you pay any amounts payable by you under this Security Agreement and the Master Agreement less any proceeds that we realize from our exercise of our remedies under this Security Agreement.

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU ARE PERSONALLY LIABLE FOR ALL AMOUNTS PAYABLE UNDER THIS SECURITY AGREEMENT. WE ARE NOT REQUIRED TO FORECLOSE ON THE COLLATERAL BEFORE INITIATING PROCEEDINGS AGAINST YOU AND YOUR ASSETS.

Our rights under this Security Agreement are cumulative and we may exercise these rights at any time if you Default. In the event that we exercise any of our rights or remedies under this Security Agreement, you will continue to be in Default until such time that you pay to us all amounts due and payable to us and you have cured any and all Defaults. Our failure to take any action or delay taking any action related to your default, or similar or unrelated default, does not waive, or imply a waiver of, any of our rights under this Security Agreement.

5. TERMINATION. We may terminate this Security Agreement in the event of termination of the Master Agreement. This Security Agreement will terminate after you have paid in full all amounts payable by you under the Master Agreement and this Security Agreement. The terms of this Security Agreement that would, by their express nature, survive the termination of this Security Agreement (including the provisions under “Additional Obligations and Representations,” “Indemnification,” “Governing Law and Miscellaneous,” “Notices and Contact Information,” “Limitation of Liability” and “Termination”) will survive and be enforceable under this Security Agreement. Upon termination of this Security Agreement, our security interest in the Collateral will terminate.

6. NOTICES AND CONTACT INFORMATION

a. Notices. All notices may be in electronic form or in writing to the respective addresses set forth below; each party may change their Notice addresses via communication to the other party:

If to REC Owner: to the REC Owner’s mailing address on our records, if in writing and to the REC Owner Email, if in electronic form.

If SRECTrade:

Attn: Legal

201 California Street, Suite 630

San Francisco, California 94111

Email: legal@SRECTrade.com

b. Telephone Consumer Protection Act. When you give us your mobile phone number, you are giving us your permission to contact you at that number about all of your SRECTrade accounts. Your permission allows us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account service calls. This could include contact from companies working on behalf of SRECTrade to service your accounts. This does not allow us to use text messaging, artificial or prerecorded voice message and automatic dialing technology for telemarketing or sales calls. Message and data rates from your mobile provider may apply.

7. **SERVICER.** We may, upon any term or condition it specifies, delegate or exercise all or any of its rights, powers and remedies under, and delegate or perform any of its duties or any other action with respect to, this Security Agreement by or through any servicer, trustee, co-agent, employee, attorney-in-fact and any other Person selected by us from time to time (“Servicer”).

8. **SUCCESSORS AND ASSIGNS; TRANSFERABILITY.** This Security Agreement shall bind and inure to the benefit of the Parties respective successors and permitted assigns. You may not assign or transfer your rights or obligations under this Security Agreement without our prior written consent. Provided, however, if you sell your home, you may transfer your rights and obligations under this Security Agreement to the new home owner if the new home owner qualifies for and enters into a new Services obligation with us related to the Solar System Equipment pursuant to the following steps: (a) you and the new home owner(s) notify us in writing at least thirty (30) days in advance of the sale of the home to the new homeowner(s), (b) the new home owner(s) (i) completes a credit application and is approved by us in accordance with our credit policies and procedures in place at that time, (ii) executes the required documentation relating to the new Services obligation including consents to any lien filings required by us and (c) you and the new home owner execute documentation transferring the Solar System Equipment and related warranties and service plan (if any) to the new home owner. Only upon completion of this process will your rights under the Master Agreement, including your right to receive the Performance Calls, be transferred to the new owner. Any attempt by you to assign or transfer your rights or obligations under this Security Agreement outside this process will be null and void ab initio. We shall have the right, without the consent of or notice to you to assign or transfer all or a portion of this Security Agreement and the related documents to an affiliate or a third party. **YOU AUTHORIZE US TO PROVIDE TO AN AFFILIATE OR THIRD PARTY ANY DOCUMENTATION THAT THEY MAY REQUEST, INCLUDING BUT NOT LIMITED TO CREDIT HISTORY, CREDIT SCORE OR OTHER INFORMATION USED TO DETERMINE YOUR ELIGIBILITY FOR THE SERVICES AS WELL AS PAYMENT HISTORY RELATING TO THE SERVICES.**

9. **INDEMNIFICATION.** You agree to indemnify, defend and hold harmless us and our affiliates against any loss, liability, or damage that arises out of or relates to the transactions contemplated by this Security Agreement.

10. **LIMITATION OF LIABILITY. OUR LIABILITY TO YOU UNDER THIS SECURITY AGREEMENT, IF ANY, SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES. YOU AGREE THAT IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES.**

11. **GOVERNING LAW AND MISCELLANEOUS.**

a. **Governing Law.** This Security Agreement and each other Services Document shall be governed by federal law and (to the extent not preempted by federal law) the laws of the State of Illinois (exclusive of principles of conflicts of laws).

b. **Severability.** Each provision hereof shall be severable from every other provision in determining its legal enforceability. If any of the provisions of this Security Agreement shall be invalid or unenforceable, the rest of the Security Agreement will stay in effect.

c. **Survival.** All covenants, representations and warranties made in this Security Agreement shall continue in full force and effect so long as any obligations under this Security Agreement remain outstanding.

d. Entire Agreement. This Security Agreement together with the Master Agreement and all supplements and addendums, constitutes and contains the entire agreement between the Parties regarding the Services provided to you by SRECTrade and supersedes any and all prior agreements, negotiations, correspondence, understandings and communications between the Parties, whether written or oral. Our rights under this Security Agreement shall inure to the benefit of our successors and assigns, and your obligations under this Security Agreement and the Master Agreement shall be binding upon your heirs, personal representatives and permitted assigns.

e. Amendments. This Security Agreement may only be amended, restated or otherwise modified with the written consent of SRECTrade. Any waiver or consent with respect to any provision of the Security Agreement shall be effective only in the specific instance and for the specific purpose for which it was given. No notice to or demand on you in any one case shall entitle you to any other or further notice or demand in similar or other circumstances.

f. Waiver of Jury Trial: You and we hereby waive the right to any jury trial in any action, proceeding or counterclaim brought by either you or we against the other.

g. Reliance by SRECTrade. All covenants, agreement, representations and warranties made herein by you shall, notwithstanding any investigation by SRECTrade, be deemed to be material to and to have been relied upon by SRECTrade.

By signing below, you agree to the terms and conditions stated in this Security Agreement Addendum.

REC Owner: _____

Date: _____

878546v1

Memo

To: Josh Bullock, President
From: Bryan Gleckler, Vice President for Business Services
Date: September 30, 2019
Re: Banking Services Recommendation

The College recently solicited proposals from area banks to be the banking services provider for Lake Land College. As has been discussed, in an effort to increase transparency and fairness, we have implemented the practice of competitively procuring these services at least every 10 years. During this process, Lake Land College received proposals from the following financial institutions:

First Mid Bank & Trust, Mattoon, Illinois
Midland States Bank, Effingham, Illinois
Peoples Bank & Trust, Charleston, Illinois
First Financial Bank, Mattoon, Illinois
US Bank, Mattoon, Illinois

After reviewing the proposals, we selected three finalists to come in and discuss their proposals in further detail. Those finalists were US Bank, First Financial Bank, and First Mid Bank & Trust. After discussing these proposals, it is our recommendation to award the banking services contract to First Mid Bank & Trust. We believe First Mid Bank and Trust best meets the banking needs of Lake Land College for the following reasons:

- Located in close proximity to the main campus;
- First Mid will upgrade all of the College's accounts to the NOW Public Funds account with an approved specialty rate that will lead to **additional** interest earnings of approximately \$400.00 per month;
- They offer a zero balancing account which will allow more interest to be earned in the working cash account;
- First Mid will upgrade all of our accounts to the Fraud Protection Suite which includes ACH fraud filter and Positive Pay;
- First Mid has been a partner with Lake Land College throughout the years and understands the comprehensive financial services and challenges of a community college.

For these reasons, I recommend that the Board of Trustees approve First Mid Bank and Trust as the College's Banking Services provider with a 5-year contract that includes a 5-year renewal period.

LAKE LAND COLLEGE

MEMO

To: Dr. Josh Bullock, President
From: Madge Shoot, Comptroller
Date: October 1, 2019
Subject: Proposed Lease Agreement

Memo

Please find attached a lease agreement for van rental for Athletics. This is a 3 year lease for 4 units with a fifth unit available during heavy travel times for Athletics (August to October and February to May). By entering into this lease agreement the Athletics department will realize substantial savings as well as having safer vans for travel.

This lease offers the opportunity for an extension at the end of 3 years as long as Lake Land College notifies them 30 days prior to the end date.

I recommend the trustees approve this lease, and I am available should you have any questions or concerns.

Attachments

MERCHANTS ACADEMIC FLEXRENTAL AGREEMENT

Dated: 9/5/2019

Renter: Lake Land College

This Agreement between the Parties identified in Part 1 is a Rental Agreement (the "AGREEMENT"). This contract and its attachments, schedules, and appendices shall be the AGREEMENT, and is binding commencing on the date shown above.

PART 1: PARTIES TO THE AGREEMENT

The Renter legal name, legal address, and type of organization: **The vehicle Renter's legal name, legal address, and type of organization is:**

Lake Land College
(herein after referred to as "RENTER")
5001 Lake Land Blvd
Mattoon , IL 61938
Contact: Director of Athletics – Mr. William Jackson

MERCHANTS AUTOMOTIVE GROUP, INC. (hereinafter referred to as "MAG")
1278 Hooksett Rd.
Hooksett, NH 03106
Contact: Sal Fier

Phone Number: 217-234-5296



Type of Organization: Education-College

Federal ID: **State:** IL

MAG agrees to Rent the equipment described in Part 2 below and any attached schedule(s) of the AGREEMENT to RENTER under the terms and conditions set forth by AGREEMENT and related documents. RENTER agrees to pay all charges to MAG for Rental of equipment described in Part 2 and/or attached schedule(s).

PART 2: RENTAL VEHICLE(S) AND EQUIPMENT

Rental Vehicle(s) and Substitute Equipment

The RENTER agrees to Rent, for the term provided in the attached FLEX RENTAL AGREEMENT TERMS AND CONDITIONS ("TERMS"). The Renter agrees that the exact type of equipment described may be unavailable due to unforeseen market conditions, acts of GOD, or other possibility of non-performance which may cause delays on the part of the manufacturer or transportation systems that deliver the product. MAG may provide similar or substitute equipment and the RENTER agrees to accept similar equipment in the place of the equipment described. The RENTER can object to the substitution of equipment however, the RENTER's objection must be delivered via confirmed fax, e-mail or written letter, to the office of MAG, as identified in PART 1, within 48 hours of the scheduled delivery of the substitute equipment. Failure to object within this time period will be deemed to be an accepted modification by MAG and RENTER, as to the substitution of equipment for the remaining terms and conditions set forth in the TERMS

Rental Rate, Deposit, and Late Payment Fees

The Rental rate and the deposits, if required, for each unit, with applicable taxes will be detailed for each vehicle on the Schedule C ("RENTAL SCHEDULE") and attached hereto. RENTER agrees to pay MAG the Rental rate and all other applicable charges for the initial term of 28 days, or other duration as mutually agreed upon and noted in the RENTAL SCHEDULE. RENTER will pay MAG a late charge equal to 3% of any overdue payment, if RENTER's payment is not received within (45) days of the due date.

Special Mileage Restrictions on Rental Equipment

RENTER agrees the vehicles provided by MAG in this AGREEMENT are bound by mileage requirements outlined in the attached RENTAL SCHEDULE.

Part 3. Notice of Delivery & Inspection and Check-out

RENTER agrees to confirm delivery location, available hours of operation, and contact person(s) with MAG. RENTER will have an authorized person available to inspect and sign off on the receipt of equipment upon delivery. MAG will rely on any person who represents RENTER as being authorized to execute any check-out documents and make any decisions required unless otherwise specified in writing to MAG. RENTER is responsible to ensure each unit's condition is clearly noted, manuals, all keys or accessories provided, and the odometer reading of the equipment is documented upon delivery on the inspection form and signed by both parties.

PART 4: RESPONSIBILITIES OF THE RENTER

Preventative Maintenance Equipment

RENTER must comply and conform to all warranty requirements of the manufacturer, indicated in the owner's manual. RENTER must remain in full compliance with warranty requirements and arrange for all services to be performed by an authorized repair facility. RENTER agrees to perform all maintenance and repairs, including, but not limited to, all manufacturer recommended preventative maintenance such as oil and filter change(s), brake(s), and tire(s) as outlined the vehicles owner's manual. RENTER agrees to provide documentation of performance of all recommended preventative maintenance to MAG for each unit of equipment when performed or at the request of MAG. RENTER agrees that failure to perform all maintenance and repairs may result in damage to the vehicle. If any damage to the vehicle is caused by failure to perform the required maintenance and repairs, then the RENTER will be responsible for all costs associated with the repair of the damaged vehicle. RENTER agrees to pay all operating expenses, including, but not limited to, costs of fuel, fuel taxes, apportionment of special permits, tolls, road taxes, fines, and all other operating costs and to maintain the equipment in good operating order and repair, and condition at the RENTER'S expense.

Customer Van Use Certification

The lessee acknowledges that MAG has advised the lessee that pursuant to regulations issued by the National Highway Traffic Safety Administration and the New Hampshire Department of Safety, vehicles that have a seating capacity of 11 or more passengers, including the driver, that are



intended for such uses as school related activities may have various qualifications or limitations based on federal or local municipality guidelines. The lessee assures MAG, and hereby certifies by signing the short term agreement that the lessee reviewed and is in accordance with such guidelines.

RENTER shall not make any modifications to a vehicle and RENTER cannot install or apply any accessories or attachments of equipment of any kind without prior written permission of MAG.

Insurance Policy

RENTER agrees that if it fails to provide the required proof of insurance or its insurance policy is canceled, MAG may elect to pick up the equipment and hold RENTER responsible for all sums owed under this AGREEMENT, including loss of profits. MAG will not be providing any type of automobile bodily injury or property damage liability insurance coverage (including any personal injury protection or uninsured motorist coverage).

Except to the extent loss or damage is caused by MAG's negligence or other legal fault, RENTER agrees that neither MAG nor MAG's insurer will be liable for any loss or damage arising out of the operation or use of the subject vehicle(s) during the RENTER's possession thereof and the RENTER will hold harmless, indemnify and defend MAG and its insurer from any such liability.

RENTER agrees, that if there is other valid and collectible automobile liability protection or insurance, whether primary, excess or contingent available to RENTER or any other person, and the limits of such protection or insurance are sufficient to pay damages up to the minimum of the applicable financial responsibility law, no-fault or uninsured or underinsured motorist law, then no damages are collectible from MAG.

Passenger(s), Accident(s), and Repair(s)

RENTER is responsible for all passengers within or upon Rental vehicles while it is in the control of the RENTER and shall immediately notify MAG of any accident or any injuries to person(s) or damage to vehicles. RENTER is required to file a police report in all accident cases with the appropriate jurisdiction and forward a copy of all police reports to MAG. RENTER must disclose all damage and repairs to MAG and RENTER must contact MAG for authorization of any repairs. RENTER will make no repairs of any kind to the vehicle without such approval whether such repairs are physical, mechanical, or otherwise. If RENTER makes any unauthorized repairs, for any reason whatsoever, RENTER will be responsible for all damage resulting from such unauthorized repair, including the invalidation of any warranty coverage which may have otherwise been available.

RENTER must replace and repair parts with materials and workmanship MAG has authorized and approved. RENTER agrees that the vehicle and its replacement parts must meet manufacturer specifications, quality, and type. If RENTER fails to comply with these requirements, RENTER will need to, at its sole expense, rework or replace the equipment or its replacement parts to meet manufacturer requirements.

Pick-up and Return of Equipment

RENTER will be notified of arrangements for delivery and/or pick-up of the vehicle(s) by MAG and RENTER agrees that MAG may not be able to arrange the delivery and/or pick-up of the equipment at a scheduled time. MAG is not liable for any delays resulting from a postponement of the scheduled date to pick-up.

RENTER will be responsible for the vehicle(s) until the returned and in the possession of MAG or its agent unless otherwise noted. And, RENTER will provide an authorized person to perform the necessary paperwork, sign, and accept documentation of the return transaction. All vehicles will be inspected, and condition will be noted for any damage.

Damage(s)

RENTER agrees to return all vehicles to MAG in the same condition as when received, excluding "normal" wear. Accept for any loss or damage caused by MAG, RENTER will be responsible for the cost of any damage to the vehicle including but not limited to any missing parts, unacceptable replacement of parts, mismatched tires, cut tires, and any pitted, chipped, scratched, stained, torn, cracked, broken, or dented part of the vehicle. RENTER agrees that it would be responsible for the cost of any of the types of damage described above or any other damage to the vehicle and RENTER agrees to pay MAG for damage and other charges, if any, upon receipt of invoice from MAG, less agreed damage allowance, if any. If there is a disagreement on damage(s) or other charge(s) relating to return inspection of a vehicle, MAG will obtain either an estimate from a nationally recognized third-party inspection company or the estimate of a MAG approved body shop or repair facility and RENTER agrees to pay the full amount of such third party estimates less agreed upon damage allowance, if any.

Driver Restrictions

RENTER agrees to prohibit vehicles from being used by an unauthorized person, unlicensed driver, driver under the influence of alcohol or drugs, or in any manner inconsistent with motor vehicle laws.

Tax Compliance and Registration

If RENTER is claiming exemption status, RENTER must supply proof in accordance with the jurisdiction's statutory requirements. RENTER understands that MAG is relying on RENTER representations and claims of exemption from sales and other taxes. RENTER agrees to indemnify and hold harmless MAG in the future from any assessment of sales or use taxes hereunder from the State of New Hampshire, or any other jurisdiction.

RENTER agrees to comply with all laws, regulations and governmental orders related to this AGREEMENT and to the vehicle(s) and its use or possession, and to pay when due, and to defend and indemnify the MAG against liability for all license fees, assessments, and sales, use, property, excise, privilege and other taxes (including any related interest and penalties) or other charges or fees now or hereafter imposed by any governmental body or agency upon any vehicle (other than taxes on or measured solely by the net income of the MAG). Any fees, taxes or other lawful charges paid by the MAG upon failure of the RENTER to make such payments shall, at the option of MAG, become immediately due from the RENTER to MAG.

PART 5: RESPONSIBILITY OF MAG

Equipment Registration/Plating

MAG will register and plate the Rental vehicle(s). MAG reserves the right to register or plate the vehicle in another jurisdiction due to RENTER's use of equipment.

Warranties-Equipment

MAG will extend any warranty to the Renter as authorized by the vehicle manufacturer.

Pick-up and Return of Equipment

MAG will deliver to and retrieve from RENTER location(s) or arrange for vehicles to be available to the RENTER at specific location(s) identified in the TERMS and related schedules.

PART 6: AGREEMENT VENUE AND JURISDICTION

This Agreement will be governed by, construed, and interpreted under the laws of the State of New Hampshire to the exclusion of the laws of any other state or country. Both parties agree that if a dispute arises over the performance, by either party, of the terms and conditions defined in or arising from this AGREEMENT, jurisdiction and venue for the settlement of such a dispute shall be in the Courts of Hillsborough County, New Hampshire, Northern District to the exclusion of the Courts of any other state, or country, unless waived in writing by MAG.

In the event that it becomes necessary for MAG to obtain the services of an attorney due to breach of this Agreement by RENTER, RENTER shall be responsible for all costs of collection, including reasonable attorney fees, court costs, and all other related costs of enforcement.

If any provision of this AGREEMENT is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not in any way be affected thereby. MAG's waiver of any covenant or breach of this AGREEMENT will be limited to the particular instance and will not be deemed to waive any other breach, covenant, and will not prejudice MAG in obtaining enforcement or securing relief under the AGREEMENT.

PART 7: DEFAULT OF AGREEMENT

The following are events of default by RENTER under the AGREEMENT:

Failure to perform any condition or the breach of any provision of this AGREEMENT; failure to pay any amount due under this AGREEMENT when due; permitting the entry of service of any garnishment, judgment, levy, tax levy, attachment or lien against any Rental equipment or any MAG property; and if RENTER ceases to operate its business, becomes insolvent, makes an assignment for the benefit of creditors, or becomes the subject of any bankruptcy, insolvency or debtor rehabilitation.

PART 8: DEFAULT AND REMEDIES

If there shall occur a default as set forth above, MAG may upon reasonable written notice or demand, take possession of the vehicle(s). Upon reasonable written notice, MAG can enter any premises where Rental vehicles are located and remove said vehicles.

MAG can retain and refuse to deliver the vehicles to RENTER until the breach or the default is cured without any of MAG's actions being deemed as an act of termination and without prejudice to the other remedies available to MAG.

RENTER will continue to be liable for all charges accruing while the vehicle(s) are retained by MAG. If at the time MAG takes possession of any vehicle(s) should other property belonging to RENTER be attached to said vehicle(s), MAG is authorized to take possession of the property and either hold same for RENTER, place the property in public storage at RENTER's expense, or liquidate to recover sums owed by RENTER.

PART 9: OBLIGATIONS, ASSIGNMENT, AND NOTICES

The AGREEMENT shall not be assigned or encumbered by the RENTER without the express written consent of MAG, and consent may be granted at the sole discretion of MAG. Under approved written consent for assignment by MAG, RENTER will remain liable and the AGREEMENT will be binding upon the RENTER and the RENTER's successors and the assigns.

All notice's, demands, approvals and other communications which may be required to be served or given will be in writing and sent by Certified Mail, Return Receipt Requested, postage prepaid addressed to the appropriate party to the addresses listed in Part 1.

RENTER's obligations under the AGREEMENT will survive the expiration or termination of this AGREEMENT.

Notwithstanding anything to the contrary in this AGREEMENT, MAG and Renter waive any and all claims against each other for incidental, consequential, special, and punitive damages arising out of or relating to this AGREEMENT.

PART 10: ENTIRE AGREEMENT

The terms and conditions contained in this AGREEMENT constitute the entire AGREEMENT between the parties listed in Part 1 regarding the subject matter of the AGREEMENT. The entire AGREEMENT includes schedule(s), appendix(s), and other related documents to the Rental transaction. Any change in the terms or conditions provided in the AGREEMENT will not be valid unless evidenced by writing signed by both parties. The AGREEMENT may be executed in multiple counterparts and schedule(s), which shall collectively constitute one document. Facsimile signatures will be acceptable and binding on all the parties. By signing below, both parties have agreed to terms and conditions set forth in the AGREEMENT.

Merchants Automotive Group, Inc.

X _____
(Signature)

(Printed Name & Title)

Date

Renter: Lake Land College

X _____
(Signature)

(Printed Name & Title)

Date





Commitment Schedule: 2019-1

Lessee: Lake Land College

Date: September 5th, 2019

1. **Duration:** (4) units for (8) month minimum to commence on or about September 26th, 2019 through May 25th, 2020 and as listed below. The LESSEE may extend in writing to Lessor and Lessor will agree by amending applicable Schedule. Extensions will be granted on a daily, weekly, or monthly basis by notify the LESSOR in writing 30 days prior to term end date.
2. **Pick up Location:** Lessor to deliver to Lessee’s campus or local Ford Dealership
3. **Return Location:** Lessor to pick up from Lessee’s campus or local Ford Dealership

Campus Address: 5001 Lake Land Blvd, Mattoon IL 61938

4. **Description of Equipment:** (5) 2019 15 Passenger Ford Transit Vans

Current Year models to be used each year starting with 2019 Models

5. LEASE RATE: 09/26/19 to 05/25/20	(4) Units * (8) Months * \$750.00/Month	=	\$24,000.00
08/26/20 to 05/25/21	(4)Units * (9) Months * \$750.00/Month	=	\$27,000.00
08/26/21 to 05/25/22	(4)Units * (9) Months * \$775.00/Month	=	\$27,900.00

TAX(%) = TBD
 (Lessee must provide Tax Exempt Form if claiming Exemption)

6. **Special mileage requirements:** 13,500 free miles per 9-Month Term, excess miles: = \$ 0.25C/Mi.

8. **Maintenance: Included.** Merchants Fleet (MF) agrees to pay for all manufacturer recommended preventative maintenance such as oil and filter changes, brakes, and wear and tear to tires. Client will be responsible for taking vehicles to approved recommended Vendor for Maintenance.

9. **Registration:** To be completed by MF. All expenses and taxes paid by MF.

10. **Payment method:** Please choose from the following:

ACH Wire Transfer Check Credit Card*

* 3% processing fee will be assessed for all credit card payments

Billed Monthly Net 30

11. **Damage(s) and mileage:** Billed at end of term using credit card on file. Any units returned after the original term due to damage will be billed as an extension of the lease until the unit is returned.

12. **Condition report:** Each unit shall be checked out to, and checked in by, an authorized representative of Renter. A condition report will be executed at the beginning and end of lease to document condition, mileage, and keys.

By signing below, both Renter and MF agrees to terms and conditions of the commitment schedule.

By: _____ Date: _____

LESSEE: Lake Land College

By: _____ Date: _____

LESSOR: MERCHANTS FLEET MANAGEMENT – SHORT TERM LEASING

LAKE LAND COLLEGE

MEMO

To: Dr. Josh Bullock, President
From: Madge Shoot, Comptroller
Date: October 1, 2019
Subject: Trust Agreement

Memo

When embarking on a construction project in conjunction with the Capital Development Board, the College is required to create a trust for its part of the estimated costs. This agreement is the first step in the process to begin Capital Development Project #810-058-032, the refurbishment of Neal Hall.

I respectfully request the Board approved the attached Trust Agreement between the College, First Mid Bank and Trust, and the Capital Development Board. I would also request the Board's approval to open the trust account at First Mid-Illinois Bank and Trust.

I am available should you have any questions or concerns.

Attachments

TRUST AGREEMENT

This Agreement is made and entered into by and between Lake Land Community College whose address is Lake Land College, 5001 Lake Land Boulevard, Mattoon, IL 61938 hereinafter called the Using Educational Agency, and a Bank First Mid Bank and Trust whose address is 1515 Charleston, Mattoon, IL 61938 hereinafter called Bank.

WITNESSETH

WHEREAS the USING EDUCATIONAL AGENCY is required by law to pay a contribution to that certain project, known as Capital Development Board project number *CDB project # (810-058-032)*, in the amount of two million three hundred nine thousand four hundred fifty dollars; and

WHEREAS , the USING EDUCATIONAL AGENCY may elect to deposit the contribution under a Trust Agreement, with an Illinois Bank of the Using Educational Agency's choice, pursuant to 71 Illinois Administrative Code 30.110, as amended October 1, 1984.

NOW THEREFORE, the parties do hereby agree:

1. That the USING EDUCATIONAL AGENCY does simultaneously with execution hereof deposit with Bank funds totaling two million three hundred nine thousand four hundred fifty dollars (\$2,309,450).
2. That the funds so deposited with the Bank shall be described as the "contribution" and shall be held by the Bank in trust according to the terms of this agreement.
3. That the USING EDUCATIONAL AGENCY shall receive any interest thereon.
4. That earnings on the trust corpus shall be paid by the BANK to the USING EDUCATIONAL AGENCY not less frequently than quarterly.
5. That the Executive Director (in his or her official capacity) or the Administrator of Fiscal Management (in his or her official capacity) of the Capital Development Board are the only persons authorized to direct the BANK to make payment out of the trust, other than payment of earnings to the USING EDUCATIONAL AGENCY in accordance with Section 4 hereof.
6. The right of the Executive Director or the Administrator of Fiscal Management of the Capital Development Board to direct payment is restricted in that any such funds so directed shall be made payable only to: "The Order of State Treasurer of Illinois, Capital Development Board, Contributory Trust Fund".

7. That the BANK shall pay such funds within two (2) working days upon the receipt of the written direction of the Executive Director or the Administrator of Fiscal Management of the Capital Development Board, and that any agreement between the BANK and the USING EDUCATIONAL AGENCY, shall, in no way, affect the duty of the BANK to so pay upon demand.

8. That the BANK, as Trustee, shall invest in securities of the type utilized to collateralize deposits by the Treasurer of the State of Illinois, or time deposits, open accounts, certificates of deposit, savings accounts or enter into a re-purchase agreement; however, all time deposits, open accounts, certificates of deposit, savings accounts shall be covered by a pledge of securities to cover the difference between the FDIC insurance and the total unsecured amount (of the type listed in Paragraph 2, below) on deposit with the depositor bank of the Trustee Bank. A "safekeeping receipt" for such deposits shall be submitted to the USING EDUCATIONAL AGENCY covering the securities pledged, and a certified statement to the effect that all monies invested have been adequately protected, shall be submitted to CDB by the BANK. Should the re-purchase agreement cover securities other than those listed in Paragraph 2 of this Section, such agreements shall also be subject to the pledge of securities provision as described in this Section. The term "securities of the type utilized to collateralize deposits by the Treasurer of the State of Illinois" means: direct obligations of the United States Government; general obligations of the State of Illinois; notes, bonds, debentures or participation certificates of the Federal Mortgage Association, Federal Intermediate Credit Bank, Federal Home Loan Bank, Federal Land Bank, Illinois Building Authority, Illinois Toll Highway Commission of Illinois State Toll Highway Authority; Public Housing Authority Notes; obligations of the Export-Import Bank of Washington, D.C.; general obligations municipal bonds (including school districts) within the State of Illinois rated "A" or better by Moodys; and Farmers Home Administration Insured Notes provided such notes are quoted and are non-amortized.

9. That the USING EDUCATIONAL AGENCY shall be responsible for obtaining the written execution of the Trust Agreement by the BANK. Any costs or service fees of the BANK shall be borne by the USING EDUCATIONAL AGENCY.

10. That when the total amount of the contribution has been paid from the account in accordance with the directions of the Executive Director or the Administrator of Fiscal Management of the Capital Development Board, this Agreement shall be terminated and any accumulated interest or earnings thereon shall be paid over to the Using Educational Agency.

IN WITNESS WHEREOF the parties have hereunder set their hands and seals this _____ day of _____, 20_____.

USING EDUCATIONAL AGENCY

Lake Land College 217-234-5222
Name of School Phone number

By: Jonathan Bullock President
Printed Name Title

Signature ATTEST: _____

BANK

Name of Bank Phone number

By: _____
Printed Name Title

Signature ATTEST: _____

**Acknowledgment of Receipt
Funds in the Amount**

\$ _____

Bank Representative/Printed Name

By: _____
Signature Title

Paula Sorensen Administrator of Fiscal Management
CAPITAL DEVELOPMENT BOARD

MEMO

TO: Dr. Josh Bullock, President

FROM: Dr. Jim Hull, Vice President for Workforce Solutions and Community Education

CC:

DATE: October 3, 2019

RE: Welding Facility Lease with Black Hawk College

Please find attached an agreement for Lake Land College to lease, for the period of nine months, a welding facility from Black Hawk College located in Kewanee, Illinois. The Illinois Department of Corrections has approached Lake Land College asking us to deliver a welding program for 8 inmates per cohort at the Kewanee Life Skills Re-Entry Center (LSREC). However, the LSREC does not have welding facilities available inside the fence to house this program.

IDOC has asked that we utilize the facility owned by Black Hawk located approximately 2 miles from the prison. IDOC will bear the lease cost (\$53,925) fully as part of our contract for services at Kewanee. The Black Hawk facility is state of the art and will be more than adequate to provide our education as requested.

The attached lease has been negotiated with Black Hawk and is presented for your review. We respectfully request that the Board approve this lease as presented.

BLACK HAWK COLLEGE FACILITY USAGE AGREEMENT

This Agreement is made September 26, 2019 by and between Black Hawk College ("BHC") and Lake Land College.

Recitals

A. BHC owns the Premises (as set forth on **Exhibit A**) and Lake Land College wishes to use the Premises for the purposes described in this Agreement, and both parties are willing to enter into a usage agreement for the Premises based upon the terms and conditions contained in this Agreement.

Agreement

In consideration of the mutual promises set forth herein, the sufficiency of which is acknowledged by the parties, it is agreed by and between BHC and Lake Land College as follows:

1. **Premises.** BHC agrees to provide to Lake Land College the exclusive use of the Premises for the purposes described (the "**Program**"), for the days and times set forth on **Exhibit A**.

2. **Common Areas.** Lake Land College shall have the exclusive right to use for its Program and Program participants any and all parts of the common areas of which the Premises is a part. The common areas shall include, but shall not be limited to hallways, elevator, entrances, restrooms, parking lot and stairways. BHC may impose rules, from time to time, regulating or controlling the use of the common areas. Lake Land College shall be responsible for and shall indemnify and hold BHC harmless as set forth in Section 10 for any and all damage to the common areas resulting from the use of the common areas by Lake Land College, the Illinois Department of Corrections ("IDOC") and its Program participants.

3. **Rent.** During the Term, Lake Land College shall pay BHC the rent amount set forth on **Exhibit A**.

4. **Use.** Lake Land College will use the Premises only for the conduct of the Program and in a manner for which the Premises was intended to be used. BHC may impose rules, from time to time, regulating or controlling the use of the Premises. In the event Lake Land College wishes to decorate the Premises for the Program, or in any other way materially change the setup of the Premises, Lake Land College must receive advance approval in writing from BHC, which BHC may withhold in its sole discretion. In the event approval is granted, Lake Land College shall return the Premises to its original condition. Lake Land College will not post any signs, cards or posters for the Program except in areas designated for such posting by BHC. All materials are subject to approval by BHC. Lake Land College agrees not to interfere in any way with the ordinary use by BHC or others of any portion of the building or grounds in which the Premises is located, and Lake Land College acknowledges that other events may be scheduled during the Program in these locations. Lake Land College agrees that it and its Program participants shall in no way injure, damage, or deface the Premises, the equipment located in the Premises, or the remaining portion of the building in which the Premises is located, if any. Lake Land College shall be responsible for and shall indemnify and hold BHC harmless as set forth in Section 10 for any and all costs and expenses of any such injury, damage or defacement.

5. **Utilities and Other Services.** BHC shall at its expense provide all utilities and janitorial services for the Premises that would be required for the normal use of the Premises. BHC shall not provide any personnel for the Program. Specifically, BHC will not provide instructors, proctors or security personnel unless agreed to by the parties as set forth on **Exhibit A**. To the extent security personnel are present on the Premises during the operational hours of the Program, Lake Land College agrees that such personnel are not responsible for oversight or

security of the Program, anyone employed by Lake Land College or the Program's participants. If personnel are provided by Lake

Land College, such personnel shall be subject to the control of Lake Land College and Lake Land College shall provide BHC with written information regarding the identity of such personnel.

6. Term, Cancellation and Termination.

6.1 Term. This Agreement shall be effective for the term set forth on Exhibit A (the "Term").

6.2 Cancellation Prior to Program. In the event Lake Land College wishes to cancel this Agreement, Lake Land College must notify BHC in writing, which may include email, prior to the start of the Program. The Program may be rescheduled without penalty on a space available basis, at the discretion of BHC.

- BHC is not liable for any costs incurred by Lake Land College as a result of such cancellation.
- BHC reserves the right to deny or cancel any Program in an emergency situation or if it is deemed by BHC that persons or property might be endangered and/or the event might in any way be prejudicial to others or not in the best interest of BHC and/or the Community.
- Lake Land College shall be held harmless if the Illinois Department of Corrections terminates the Program through no fault of Lake Land College and this agreement shall become null and void. In the event IDOC discontinues funding and cancels the Program, Lake Land College shall give notice to BHC within 5 business days of receiving such cancellation notice from IDOC and shall be responsible for any rents due for usage of the Premises during that time.

6.3 Breach, Cure and Termination. In the event Lake Land College, through its act or omission, materially breaches this Agreement, BHC shall provide Lake Land College with written notice of the material breach. Lake Land College shall have ten (10) days in which to cure the breach. In the event the breach remains after the cure period has expired, BHC may elect to terminate this Agreement by giving Lake Land College written notice of the termination and the date of termination, which shall be no sooner than the expiration of the cure period. Any misrepresentation by Lake Land College to obtain this Agreement with BHC shall be grounds for immediate termination of this Agreement by BHC at its discretion.

7. Assignment and Subletting. Lake Land College shall not sublet, assign or in any manner transfer this Agreement or interest therein. The Parties expressly agree Lake Land College has no such authority to sublet, assign or transfer this Agreement or interest therein and any contract or agreement made with a third party in violation of this subsection shall be null and void.

8. Insurance. Lake Land College shall maintain insurance with a reputable insurance company licensed to do business in the State of Illinois at Lake Land College's sole cost and expense. A certificate of insurance shall be provided to BHC no later than 48 hours prior to the Program evidencing the existence of the following coverages:

- A. Commercial General Liability
 1. General Aggregate Limit - \$2,000,000
 2. Products – Completed Operations Aggregate Limit - \$2,000,000
 3. Personal and Advertising Injury Limit - \$1,000,000
 4. Each Occurrence Limit - \$1,000,000
- B. Automobile Liability
 1. Each Accident - \$1,000,000.
- C. Workers Compensation - Statutory
- D. Employers Liability
 1. Bodily Injury By Accident - \$500,000 each accident
 2. Bodily Injury By Disease - \$500,000 each employee
 3. Bodily Injury By Disease - \$500,000 policy limit

Black Hawk College, its employees and Black Hawk College Board of Trustees shall be named as Additional Insureds with respect to Commercial General and Automobile Liability Coverages. The Certificate shall provide not less than 30 days advance notice in writing in the event of change or cancellation. Company's insurance carrier shall waive subrogation; such stipulation shall be indicated on the Certificate of Insurance.

9. Participant Consent, Blanket Waiver, and Release from Liability. Everyone who participates in the Program (Students, Faculty, Program Personnel, etc.) shall sign the attached Waiver and forward the originals to the Purchasing Department at Black Hawk College.

10. Compliance with the Law. Lake Land College shall keep the Premises and conduct its Program thereon in a manner which shall be in compliance with all applicable laws, ordinances, rules and regulations of the city, county, state and federal government and any department thereof, will not permit the Premises to be used for any unlawful purpose, and will protect BHC and save BHC harmless from any and all fines and penalties that may result from or be due to any infractions of or noncompliance with such laws, ordinances, rules and regulations.

10. Indemnity. Lake Land College will protect, indemnify and save harmless from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) imposed upon or incurred by or asserted against BHC by reason of (a) any accident, injury to or death of persons or loss of or damage to property occurring on or about the Premises or any common area of the Premises resulting from any act or omission of Lake Land College, IDOC, Program Participants, or its employees, agents, representatives; or invitees (b) any failure on the part of Lake Land College, IDOC, Program Participants or its employees, agents, representatives or invitees to perform or comply with any of the terms of this Agreement. In case any action, suit or proceeding is brought against BHC by reason of any such occurrence, Lake Land College shall provide and pay for legal counsel to resist and defend such action, suit or proceeding or indemnify and pay for legal counsel selected by Black Hawk College to resist and defend such action, suit or proceeding at the request of BHC. Settlement of any claim must be approved by BHC.

11. Miscellaneous.

11.1 Amendments. None of the covenants, terms or conditions of this Agreement shall in any manner be altered, waived, modified, changed or abandoned except by a written instrument, duly signed by both parties.

11.2 Notices. All notices to or demands upon one party by the other given under this Agreement shall be in writing. Any notices or demands shall be deemed to have been duly and sufficiently given if a copy thereof has been either hand delivered, sent by overnight courier, or mailed by United States registered or certified mail in an envelope properly stamped and addressed to the following Address; or at such other address as the party may theretofore have designated by written notice to the other party:

To BHC: Black Hawk College
 Attn: Mike Meleg
 6600 34th Avenue
 Moline, Illinois 61265

To Lake Land College: Lake Land College
 Attn: James R. Hull
 5001 Lake Land Blvd.
 Mattoon, IL 61938

The effective date of giving of the notice shall be the day the notice is sent, and the date of receipt of such notice shall be upon receipt of the notice if delivered by hand or overnight courier, or three (3) days after the date of mailing.

11.3 Captions. The captions of this Agreement are for convenience only and are not to be construed as part of this Agreement and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof.

11.4 Severability. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

11.5 Law Applicable. This Agreement shall be construed and enforced in accordance with the laws of Illinois.

11.6 Closure of Premises due to Unforeseen Circumstances. In the event of or impossibility of performance due to strikes, accidents, acts of God, power failure, war, terrorists threats, government regulation, civil disorder, or other emergencies that make it inadvisable, illegal or impossible to provide the BHC facilities, the agreement will be terminated and BHC shall be excused from performance and liable for only repayment of deposit.

This Agreement is effective as of the date first written above.

Black Hawk College

Lake Land College

By:  _____

By: _____

Title: President

Title: _____

EXHIBIT A

Note: The section numbers referenced below refer to the Sections in the Agreement that reference Exhibit A. In the event no information is needed to be added to Exhibit A, indicate by using "n/a" for that item.

Premises (Section 1): Black Hawk College Welding and Skilled Trades Center, 530 E. 3rd St., Kewanee, Illinois, 61443

Program Purposes (Section 1): IDOC Welding Program

Dates/Times of Program (Section 1): To be determined with at least three (3) weeks advance notice.

Rent Amount (Section 3): \$53,925 for the 9-month duration of this agreement, prorated from the \$71,900 per year, based on \$85/hour for building rental and equipment usage for 15 hours per week for 52 weeks plus allowance up to \$5600 for supplies. Supply costs exceeding the prorated amount of \$4200 will be billed separately. The rent is to be paid in monthly installments of \$5,991.66 per month, in advance, on the 10th day of each month.

BHC Provided Personnel (Section 5): None

Term of Agreement (Section 6): This agreement will expire on June 30, 2020.



**PARTICIPANT CONSENT, BLANKET WAIVER AND RELEASE FROM LIABILITY
BLACK HAWK COLLEGE SPONSORED, NON-SPONSORED EVENTS AND TRAVEL**

I acknowledge that participating in any Black Hawk College sponsored, non-sponsored events and travel, related activities and other events (referred to as "Events") involves an above average risk of personal injury to me and my property, and I knowingly and voluntarily agree to the terms and conditions outlined in this PARTICIPANT CONSENT, BLANKET WAIVER AND RELEASE FROM LIABILITY. In consideration and exchange for being permitted to participate in any Events, I agree to the following:

I am in good health and have no physical conditions that affect my ability to participate in any Events and have not been advised otherwise by a medical practitioner. I am covered by medical insurance, individually or as part of an organization. I agree that before I participate in any portion of any Events, I will inspect the related facilities, site, and equipment. I will immediately advise Event personnel of any unsafe condition that I observe. I will refuse to participate in any Events until all unsafe conditions have been remedied. I will abide by any safety guidelines made available to me. I consent to the use and publication of my name and image in all forms of media while participating in any Events. I agree to abide by all Black Hawk College policies and procedures, including but not limited to the Student Code of Conduct and the third party sponsors policies and procedures.

I assume full responsibility for all risks associated with my participation in all Events and the risk of injury or damage caused by the condition of any property, facilities, or equipment used during any Events, which may not be foreseeable by anyone at any time. I hereby release, waive, discharge and agree not to sue Black Hawk College, their employees, trustees, members, officers, directors, agents, volunteers or participants in any Events and any other Event sponsors or organizers, along with their respective parent companies, affiliates, and their successors and assigns (collectively referred to as the "College"), for and from any injuries, death, losses, damages, liabilities, or expenses that are caused or alleged to be caused by their negligent acts or omissions, or the condition of the property, facilities or equipment used for any Events.

I agree to indemnify, defend, and hold harmless all participants in all Events and the College and their employees, trustees, members, officers, directors, agents, or volunteers from and against any claims, causes of action, damages, judgments, liabilities, fees (including attorney's fees), costs and expenses incurred by the College as a result of my unlawful actions or failures to act during any Events.

I agree to wear appropriate safety equipment, as may be established by industry or community standards and common safety practices, during all activities and competitions at all Events. In connection with any injury or other medical conditions I may experience during the Event, I authorize medical treatment deemed necessary by medical personnel if I am not able to act on my own behalf. I agree not to sue any applicable medical practitioners who are at the Event who may provide medical treatment to me at any Event for malpractice.

This BLANKET WAIVER AND RELEASE FROM LIABILITY is a legally binding agreement and will be construed broadly to provide a waiver and release to the maximum extent permissible under applicable law. Any provisions found to be void or unenforceable shall be severed from this agreement, and not affect the validity or enforceability of any other provisions. The provisions of this agreement shall apply to all current and future Events.

I agree that if there should ever be a dispute of any kind between me and Black Hawk College or other Event sponsors or organizers then any such dispute will be decided by binding arbitration pursuant to the rules of the American Arbitration Association and that any and all legal proceedings shall take place only in Rock Island County, Illinois. This agreement shall be enforced and construed according to the laws of the State of Illinois.

I HAVE READ THIS DOCUMENT AND UNDERSTAND ITS CONTENT. I UNDERSTAND THAT BY SIGNING BELOW, I HAVE GIVEN UP SUBSTANTIAL RIGHTS. I HAVE VOLUNTARILY SIGNED THIS RELEASE. I AGREE THIS DOCUMENT IS NOT ONLY BINDING ON ME BUT WILL ALSO BE BINDING UPON MY PERSONAL REPRESENTATIVES, EXECUTORS, HEIRS AND NEXT OF KIN.

Signature of Participant _____ Date _____

Printed Name _____ Address _____

Phone _____ Email _____

PARENT or GUARDIAN CONSENT (If participant is under age 18): I am the parent or legal guardian of the participant and I agree that the foregoing agreement shall be binding on me and the minor participant.

Signature of Participant's Parent or Guardian _____ Date _____

IN CASE OF EMERGENCY

Printed Name _____ Relationship _____

Address _____

Home#: _____ Cell#: _____ Other#: _____

Original: Send to Purchasing Department, Q1- 244B
Copy: Retained by Requesting Department

MEMO

TO: Dr. Josh Bullock, President
FROM: Beth R. Gerl, Vice President for Student Services
DATE: October 3, 2019
RE: Tuition Waiver – Community Outreach

I would like to request the following special tuition waivers for FY 2020. Please let me know if you have questions or need additional information. Thank you.

Community Outreach

The Community Outreach Office has been working diligently to partner with local businesses to help educate their workforce and assist their employees in starting/finishing certificates and degrees. In the last six months, the Community Outreach Office has met with over 20 local businesses to determine how Lake Land College can assist with the educational needs of their employees. Categories of employees include:

- employees needing to take a small number of courses to finish a degree or certificate
- employees desiring a new degree or certificate to move up within their company
- employees wanting to take a class to “skill up” for their current positions
- employers encouraging their employees to pursue a specific certificate or degree

Offering returning and new students the opportunity to re-enroll/enroll in one class tuition-free can provide the inspiration necessary to continue/begin their enrollment toward earning a College certificate or degree. To support this effort, I would like to request approval for up to 100 three-credit hour tuition waivers for those interested returning or first-time potential adult students employed through local businesses that establish a partnership with the Lake Land College Community Outreach Office. Waivers would be awarded to students who have not attended Lake Land College anytime in the past year (stop-out status).

**LAKE LAND COLLEGE
BOARD OF TRUSTEES
HUMAN RESOURCES REPORT
October 14, 2019**

The following employees are recommended for FMLA leave. Board policy 05.14.12

Byard, April	FMLA (intermittent)	9/18/2019
Miller, Claire	FMLA	1/27/2020-4/27/2020
Morris, Brian	FMLA	09/15/2019-12/13/2019
Roberts, Karen	FMLA	09/09/2019-09/23/2019
Shoot, James	FMLA (Intermittent)	09/11/2019
Teague, Kim	FMLA (intermittent)	09/30/2019

The following employees are recommended for Maternity leave. Board policy 05.04.10

Miller, Claire	Maternity	04/28/2020-05/15/2020
Monti, Francesca	Maternity	04/30/2020-06/15/2020
Montgomery, Marissa	Maternity	12/02/2019-01/16/2020

The following employees are recommended for General Leave of Absence without pay. Board policy 05.04.14

Kaegebein, Stephanie	GLWP	09/03/2019-10/29/2019
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Additional Appointments

The following employees are recommended for additional appointments

	Position	Effective Date
Unpaid Volunteer		
Martinez, Yesica	Work and Learn - Bookstore Primary Position is Chemistry Lab Student Asst	09/01/2019
Part-time		
Baker, Ryan	Tutor-Disability Services - Student Primary Position is Tutor - Student Lrng Asst	09/05/2019
Baker, Ryan	Tutor-Student Community Education Primary Position is Tutor - Student Lrng Asst	09/05/2019
Cutts, Bryson	Chemistry Lab Student Assistant Primary Position is Tutor - Student Lrng Asst	09/10/2019
Cutts, Bryson	Tutor-Disability Services - Student Primary Position is Tutor - Student Lrng Asst	08/27/2019
Cutts, Bryson	Tutor-Student Community Education Primary Position is Tutor - Student Lrng Asst	08/27/2019
Godinez, Julio	Intramural Official	08/28/2019

Godinez, Julio	Primary Position is Baseball Coach Fitness Center Specialist	08/13/2019
Jackson, Kyra	Primary Position is Baseball Coach Tutor-Disability Services - Student	08/22/2019
Jackson, Kyra	Primary Position is Tutor - Student Lrng Asst Tutor-Student Community Education	08/22/2019
Minor, Melissa	Primary Position is Tutor - Student Lrng Asst Tutor-Disability Services - Student	08/27/2019
Minor, Melissa	Primary Position is Tutor - Student Lrng Asst Tutor-Student Community Education	08/27/2019
Murphy, John	Primary Position is Tutor - Student Lrng Asst Basketball Scorers/Timers	09/18/2019
Robison, Walter	Primary Position is Asst Baseball Coach Adjunct Faculty Technology Division Substitute	09/03/2019
Stolz, Timothy	Primary Position is Adj Faculty Technology IEL Instructor	09/23/2019
Travis, Camryn	Primary Position is Adj Faculty Humanities Fitness Center Specialist	09/19/2019
Waggoner, Ashley	Primary Position is Ag Intern IEL Instructor	09/23/2019
	Primary Position is Adj Faculty Humanities	
Part-time - Grant Funded		
Baker, Ryan	Tutor-Student Carl Perkins	09/05/2019
Cutts, Bryson	Primary Position is Tutor - Student Lrng Asst Tutor-Student Carl Perkins	08/27/2019
Jackson, Kyra	Primary Position is Tutor - Student Lrng Asst Tutor-Student Carl Perkins	08/22/2019
Minor, Melissa	Primary Position is Tutor - Student Lrng Asst Tutor-Student Carl Perkins	08/27/2019
Underwood, Race	Primary Position is Tutor - Student Lrng Asst Perkins Student Worker - Business	08/27/2019
	Primary Position is Tutor - Student Lrng Asst	
College Work Studys		
Bruns, Maureen	College Work Study - Dual Credit	09/05/2019
Croft, Katherine	Primary Position is Library Assistant College Work Study - Student Life	08/26/2019
Letner, Deacon	Primary Position is Newspaper Ed Student News College Work Study - Baseball	09/09/2019
Minor, Melissa	Primary Position is Bsktball Scorers/Timers College Work Study - Business	08/22/2019
	Primary Position is Tutor - Student Lrng Asst	

End Additional Appointments

The following employees are ending their additional appointment

	Position	Effective Date
Full-time		
Ballard, Jasmine	Honors Instructor EMS	08/11/2019
Rosine, Paula	Adjunct Faculty Business	05/06/2019
Part-time		
Stuart, Zachary	Basketball Scorer/Timer	08/28/2019
Stuart, Zachary	Fitness Center Specialist	08/28/2019
Stuart, Zachary	Intramural Official	08/28/2019

New Hire-Employees

The following employees are recommended for hire

	Position	Effective Date
Unpaid Volunteer		
Carter, Maxwell	Tech Team Intern	08/20/2019
Jimenez, Cameron	Assistant Baseball Coach Volunteer	08/20/2019
Kaczmarek, Tabitha	Peer to Peer Assistant - Adult Ed	08/19/2019
Lance, Samuel	Assistant Softball Coach Unpaid Volunteer	09/18/2019
Lee, Dylan	Tech Team Intern	08/20/2019
Spisok, Leighton	Peer to Peer Assistant - Business	08/29/2019
Travioli, Lyle	Tech Team Intern	08/20/2019
Wilcoxon, Tabithia	Family and Community Development Specialist	08/26/2019
Part-time		
Baker, Ryan	Tutor - Student Learning Assistance	09/05/2019
Ballard, Richard	Adjunct Faculty Technology	09/30/2019
Cutts, Bryson	Tutor - Student Learning Assistance	08/27/2019
Godden, Holly	Adjunct Faculty Social Science	09/09/2019
Hendryx, Trevor	Laker Mallard Mascot Talent	09/16/2019
Herrera, Daniel	Adjunct Faculty Humanities	09/05/2019
Hood, Christopher	Tutor - Bachelor's Degree - Learning Asst	09/25/2019
Huber, Rudy	Search Team Member	09/19/2019
Jackson, Kyra	Tutor - Student Learning Assistance	08/22/2019
Minor, Melissa	Tutor - Student Learning Assistance	08/27/2019
Moon, Suhyun	Chemistry Lab Student Assistant	09/01/2019
Oakley, Lainey	Newspaper Editor - Student Newspaper	08/19/2019
Phillips, Molly	Special Needs Note Taker	08/30/2019
Ruholl, Lucas	Allied Health EMS Adjunct Faculty	09/26/2019
Vergara, Mandy	Cosmetology Clinical Instr	10/07/2019
Part-time - Grant Funded		
Nave, Russella	Adult Education Instructor	09/13/2019
Neal, Lance	Adjunct DOC College Funded Instructor	08/20/2019
Puyear, Miranda	Perkins Student Worker - Allied Health	08/29/2019

Spring, Ailyn	Perkins Student Worker - Business	08/30/2019
Stuemke, Shannon	Outreach Advisor/Mentor, TRIO Destination	09/03/2019
Thomas, Joseph	Perkins Student Worker - Business	08/26/2019

College Work Studys

Beeler, Kaylene	College Work Study - Counseling	09/20/2019
Binnion, Hannah	College Work Study - Student Life	08/26/2019
Colman, Lloyd	College Work Study - Radio TV	09/17/2019
Daniels, Ashley	College Work Study - Career Services	09/17/2019
Ervin, Anika	College Work Study - Print Shop	08/19/2019
Lee, Blake	College Work Study - Men's Basketball	08/22/2019
Lynn, Lacey	College Work Study - Social Science	08/29/2019
McConkey, Ashlan	College Work Study - Career Services	09/19/2019
Terry, Jordan	College Work Study - Men's Basketball	08/19/2019

Terminations/Resignations

The following employees are terminating employment

	Position	Effective Date
Full-time		
Carns, Gennifer	Corr Ofc Asst - East Moline CC	08/16/2019
Celmer, Joseph	Corr Commercial Cooking Instr – IYC Harrisburg	08/16/2019
Dittamore, Lisa	Admin Asst Allied Health Dental	10/16/2019
Gleckler, Bryan	Vice President for Business Services	09/30/2019
Lattan, Kelly	Correctional Off Asst – Murphysboro CC	09/13/2019
McConnell, James	Correctional Site Director - Vienna/Shawn CC	09/06/2019
Orr, Reanna	Associate Dean – Western IL CC	08/13/2019
Teague, Kimberly	Corr Commercial Custodial Instr-Joliet CC	10/12/2019
Part-time		
Adams, Ashley	Adj Doc College Funded Instr	08/12/2018
Boeser, Dessie	Head Cheer Coach	10/07/2019
Coe, Beth	TRIO SSS Student Assistant	07/11/2019
Ford, Kathy	Adj Faculty Humanities	12/16/2018
Galvin, Melissa	CBI Non-credit Instructor	07/28/2019
Garren, Stephen	Academic Services Coordinator	09/22/2019
Gough, Zachary	Groundskeeper	07/28/2019
Huang, Hsin Hui	Counseling - Clerical Worker	06/30/2019
Kramer, Isaac	Groundskeeper	05/05/2019
Lawrence, Clint	Police Officer	04/07/2019
Mahlmeister, John	Internship & Employment Coordinator	09/13/2019
Mango, Barbara	Adj Doc College Funded Instr	08/12/2018
Niemerg, Rachel	Tutor - Student Lrng Asst	08/21/2019
Splitstoesser, Shirley	Non-Credit Instructor	12/16/2018

College Work Studys

Terry, Jordan	College Work Study - Men's Basketball	09/18/2019
Winnett, Koltin	College Work Study - Men's Basketball	02/24/2019

Transfers/Promotions

The following employees are recommended for a change in position

	Position	Effective Date
Full-time		
Crnkovich, Hannah	Financial Aid Verification & Scholarship Coordinator	08/12/2019
	Transferring From Financial Aid Verification Specialist	
Jennings, Jarold	Custodian - First Shift	10/07/2019
	Transferring From 2 nd Shift Custodian	
St John, Daniel	Police Officer (FT)	09/23/2019
	Transferring From part-time Police Officer	