Des Moines Area Community College
Board of Directors
Work Session

February 10, 2014 – 2:00 P.M.

Eldon Leonard Boardroom
DMACC Ankeny Campus

AGENDA

- Call to Order
- Roll Call
- Consideration of Tentative Agenda
- Budget Presentation; Greg Martin
- Review of Proposed FY 2015 Budget; Greg Martin
- Adjournment
A work session of the Des Moines Area Community College Board of Directors was held in the Eldon Leonard Boardroom at the Ankeny campus on February 10, 2014. Board Vice Chair Kevin Halterman called the meeting to order at 2:06 p.m.

Members present: Kevin Halterman, Jim Knott, Cheryl Langston, Carl Metzger.

Members absent: Fred Buie, Jeff Hall, Joe Pugel, Wayne Rouse, Madelyn Tursi.

Others present: Rob Denson, President/CEO; Carolyn Farlow, Board Secretary; Joe DeHart, Board Treasurer; Kim Linduska, Executive Vice President; Greg Martin, Vice President; Ben Voaklander; Controller.

Langston moved; seconded by Knott to approve the tentative agenda as presented.


Greg Martin, Vice President of Business Services, presented the annual budget update.

Ben Voaklander, Controller, reviewed the FY 2015 Proposed Budget.

Metzger moved to adjourn; seconded by Langston. Motion passed unanimously and at 3:10 pm, Board Vice Chair Halterman adjourned the meeting. Aye-Halterman, Knott, Langston, Metzger.

JOE PUGEL, Board Chair

CAROLYN FARLOW, Board Secretary
Board of Directors  
Des Moines Area Community College

Regular Board Meeting  
February 10, 2014 – 4:00 p.m.

Ankeny Campus, Eldon Leonard Boardroom  
2006 S. Ankeny Boulevard, Ankeny, Iowa

*Joint Meeting with DMACC Foundation Board to follow this meeting*  
*FFA Center, Rooms 112/113*

**Agenda**

1. Call to order.
2. Roll call.
3. Consideration of tentative agenda.
4. Public comments.
5. **Presentations:**  
   - Peter Fisher; Research Director, The Iowa Policy Project
   - Mike Hoffman; Executive Director, Continuing Education
   - Kim Linduska; Executive Vice President for Academic Affairs
6. **Consent Items:**
   a. Consideration of minutes from December 9, 2013 Board Retreat and Regular Board Meeting.
   b. Revised Board Meeting Schedule.
   c. Human Resources report.
   d. Consideration of payables.
7. **Board Report 14-001.** Approval of Appointment of Representative to the City of Des Moines’ Enterprise Zone Commission.
8. **Board Report 14-002.** Authorization for Filing and Publication (not final approval) of the Proposed FY 2015 General and Plant Fund Budgets (Funds 1, 2, and 7) and establishment of a date for the Public Hearing on said budgets.
9. **Board Report 14-003.** DMACC Building 1 Addition and Renovation – Approval of final 5% payment to contractor.

10. **Board Report 14-004.** DMACC Hunziker Center 2nd Floor Addition – Approval of final 5% payment to contractor.

11. **Board Report 14-005.** DMACC Softball Field – Boone, Iowa.

12. **Board Report 14-006.** DMACC Ankeny Campus Building #3W Roof Replacement.

13. **Board Report 14-007.** A resolution approving the form and content and execution and delivery of a New Jobs Training Agreement under Chapter 260E, Code of Iowa, instituting proceedings for taking of additional action for the issuance of New Jobs Training Certificates, directing the publication of a notice of intention to issue not to exceed $100,000 aggregate principal amount of New Jobs Training Certificates (Eurofins Scientific, Inc. Project #4) of the Des Moines Area Community College.

14. **Board Report 14-008.** A resolution approving the form and content and execution and delivery of a New Jobs Training Agreement under Chapter 260E, Code of Iowa, instituting proceedings for taking of additional action for the issuance of New Jobs Training Certificates, directing the publication of a notice of intention to issue not to exceed $105,000 aggregate principal amount of New Jobs Training Certificates (Kreg Enterprises, Inc. dba Kreg Tool Company Project #4) of the Des Moines Area Community College.

15. **Board Report 14-009.** A resolution approving the form and content and execution and delivery of a New Jobs Training Agreement under Chapter 260E, Code of Iowa, instituting proceedings for taking of additional action for the issuance of New Jobs Training Certificates, directing the publication of a notice of intention to issue not to exceed $180,000 aggregate principal amount of New Jobs Training Certificates (Rural Soluxions LLC Project #3) of the Des Moines Area Community College.

16. **Board Report 14-010.** A resolution approving the form and content and execution and delivery of a DMACC Scholars Training Contract under Chapter 260C, Code of Iowa, for Accu-Mold Holdings Corporation.


19. **Board Report 14-013.** A resolution approving the form and content and execution and delivery of a Workforce Training and Economic Development Training Contract under Chapter 260C, Code of Iowa, for Iowa Corn Processors, L.C.

21. **Board Report 14-015.** Approval or Realtime Reporting – Court Reporting Program.


24. President’s Report.

25. Committee Reports.

26. Board Members’ Reports.

27. Information Items:
   - February 21 – College Closed for President’s Day.
   - March 5 – PTK Recognition Program; Des Moines Downtown Marriott; 5:00 p.m.
   - March 10 – Board Meeting; DMACC Newton Campus; 4:00 p.m.
   - March 17-21 – Spring Break.

28. Adjourn.
NOTICE OF INTENT TO ISSUE NEW JOBS TRAINING CERTIFICATES (EUROFINS SCIENTIFIC, INC.)

OF DES MOINES AREA COMMUNITY COLLEGE

This notice is published pursuant to the provisions of Chapter 260E and Section 15A.7 of the Iowa Code. The Certificates are to be issued pursuant to Chapter 260E and Section 15A.7 of the Iowa Code. The Certificates are to be issued for the purpose of providing funds to pay the costs, including program costs, of new jobs training programs to educate and train workers for new jobs at Eurofins Scientific, Inc. in Des Moines, Iowa.

The Board of Directors has determined that it is necessary to take further and additional action for the authorization and issuance of the Certificates.

A person may, within fifteen days after the publication of this notice by action in the district court of a county in the area located, appeal the decision of the Board of Directors in determining to issue the Certificates.

The Board of Directors has exceeded its legal authority.

An action shall not be conclusive unless the district court finds that the Board of Directors has exceeded its legal authority.

By Order of the Board of Directors

Carolyn Farlow
Secretary of the Board of Directors

NOTICE OF INTENT TO ISSUE NEW JOBS TRAINING CERTIFICATES (RURAL SOLUXIONS LLC)

OF DES MOINES AREA COMMUNITY COLLEGE

This notice is published pursuant to the provisions of Chapter 260E and Section 15A.7 of the Iowa Code. The Certificates are to be issued pursuant to Chapter 260E and Section 15A.7 of the Iowa Code. The Certificates are to be issued for the purpose of providing funds to pay the costs, including program costs, of new jobs training programs to educate and train workers for new jobs at Rural Solutions, LLC in Ames, Iowa.

The Board of Directors has exceeded its legal authority.

An action shall not be conclusive unless the district court finds that the Board of Directors has exceeded its legal authority.

By Order of the Board of Directors

Carolyn Farlow
Secretary of the Board of Directors

STATE OF IOWA

COUNTY OF POLK

The undersigned, being first duly sworn on oath, states that The Des Moines Register and Tribune Company, a corporation duly organized and existing under the laws of the State of Iowa, which is its principal place of business in Des Moines, Iowa, a daily newspaper of general circulation printed and published in the City of Des Moines, Polk County, Iowa, and that an advertisement, a printed copy of which is attached as Exhibit "A" and made a part of this affidavit, was printed and published in The Des Moines Register on the following dates

2-26-14
4-3-92

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct.

Notary Public in and for the State of Iowa

ANDREA HOUGHTON

COMMISSION NO. 769959

My Commission Expires

11/19/2017
The regular meeting of the Des Moines Area Community College Board of Directors was held in the Eldon Leonard Boardroom at the Ankeny campus on February 10, 2014. Board Vice Chair Kevin Halterman called the meeting to order at 4:03 p.m.

Members present: Fred Buie*, Kevin Halterman, Jim Knott, Cheryl Langston, Carl Metzger*, Madelyn Tursi.

Members connected via telenet: Joe Pugel.

Members absent: Jeff Hall, Wayne Rouse.

Others present: Robert Denson, President; Carolyn Farlow, Board Secretary; Joe DeHart, Board Treasurer, faculty and staff.

Tursi moved; seconded by Langston to approve the agenda as presented.


Peter Fisher, Research Director of The Iowa Policy Project, presented information on the full cost of living in Iowa and the hourly wage needed to cover basic needs for families with 1-2 children.

Mike Hoffman, Executive Director of Continuing Education, provided an update on the Workforce Training Academy recruitment efforts and results. Hoffman then introduced the six Pathway Navigators recently hired at DMACC: Lori Card, Silas Hanneman, Andrea Jensen, Sue Mixdorf, Megan Patton and Teresa Tripp. The navigators have already helped many students overcome barriers to their educational success.

Kim Linduska, Executive Vice President of Academic Affairs, presented an update on the progress made on DMACC's 2014-2016 Strategic Plan at the Ankeny campus. Linduska covered accomplishments relating to three main objectives: 1) providing a comprehensive student life program; 2) expanding high demand programs; and 3) expanding opportunities for student in STEM fields.

Tursi moved; seconded by Langston to approve the consent items: a) Minutes from the December 9, 2013 Board Retreat and Regular Board Meeting; b) Revised Board Meeting Schedule; c) Human Resources report (Attachment #1); and d) Payables (Attachment #2).

**APPROVAL OF APPOINTMENT TO DES MOINES ENTERPRISE ZONE COMMISSION**

*Board Report 14-001.* Metzger moved; seconded by Langston recommending that the Board reappoint Madelyn Tursi as the DMACC representative to the City of Des Moines' Enterprise Zone Commission.


**APPROVE SETTING PUBLIC HEARING DATE FOR FY2015 GENERAL AND PLANT FUND BUDGETS**

*Board Report 14-002.* Knott moved; seconded by Langston recommending that the Board adopt a motion authorizing filing and publication of the proposed FY2015 General and Plant Fund Budgets (Funds 1, 2, and 7) and setting the public hearing on March 10, 2014.


**DMACC BUILDING 1 ADDITION & RENOVATION - PAYMENT OF FINAL 5% RETAINAGE**

*Board Report 14-003.* Langston moved; seconded by Metzger recommending that the Board approve the release for payment of the final 5% retainage to The Weitz Co.


**DMACC HUNZIKER CENTER 2ND FLOOR ADDITION - PAYMENT OF FINAL 5% RETAINAGE**

*Board Report 14-004.* Tursi moved; seconded by Knott recommending that the Board approve the release for payment of the final 5% retainage to Edge Commercial.


**DMACC SOFTBALL FIELD -- BOONE, IOWA**

*Board Report 14-005.* Attachment #3. Knott moved; seconded by Langston recommending that the Board adopt a resolution adopting the proposed plans and specifications and form of contract and estimated costs for the DMACC Softball Field, setting the Public Hearing date as March 10, 2014 at 4:00 p.m. and setting March 5, 2014 at 2:00 p.m. as the date for receipt of bids.


**DMACC ANKENY BUILDING #3W ROOF REPLACEMENT**

*Board Report 14-006.* Attachment #4. Knott moved; seconded by Tursi recommending that the Board adopt a resolution adopting the proposed plans and specifications and form of contract and estimated costs for the DMACC Ankeny Campus Building #3W Roof Replacement, setting the Public Hearing date as March 10, 2014 at 4:00 p.m. and setting March 4, 2014 at 2:00 p.m. as the date for receipt of bids.


*Buie arrives at 4:58 p.m.*
APPROVE NEW JOBS TRAINING CERTIFICATES

APPROVE RETRAINING OR TRAINING AGREEMENTS

Eurofins Scientific, Inc. Project #4

Kreg Enterprises, Inc. dba Kreg Tool Company Project #4

Rural Soluxions LLC Project #3

Board Report 14-007. Attachment #5. A resolution approving the form and content and execution and delivery of a New Jobs Training Agreement under Chapter 260E, Code of Iowa, instituting proceedings for taking of additional action for the issuance of New Jobs Training Certificates, directing the publication of a notice of intention to issue not to exceed $100,000 aggregate principal amount of New Jobs Training Certificates (Eurofins Scientific, Inc. Project #4) of Des Moines Area Community College.

Knott moved; seconded by Tursi to approve Items #16-20 as one consent item. Motion passed on a roll call vote. Aye- Buie, Halterman, Knott, Langston, Metzger, Pugel, Tursi. Nay-none.

Board Report 14-008. Attachment #6. A resolution approving the form and content and execution and delivery of a New Jobs Training Agreement under Chapter 260E, Code of Iowa, instituting proceedings for taking of additional action for the issuance of New Jobs Training Certificates, directing the publication of a notice of intention to issue not to exceed $105,000 aggregate principal amount of New Jobs Training Certificates (Kreg Enterprises, Inc. dba Kreg Tool Company Project #4) of Des Moines Area Community College.

Board Report 14-009. Attachment #7. A resolution approving the form and content and execution and delivery of a New Jobs Training Agreement under Chapter 260E, Code of Iowa, instituting proceedings for taking of additional action for the issuance of New Jobs Training Certificates, directing the publication of a notice of intention to issue not to exceed $180,000 aggregate principal amount of New Jobs Training Certificates (Rural Soluxions LLC Project #3) of Des Moines Area Community College.

Metzger moved; seconded by Buie to approve Items #13-15 as one consent item. Motion passed on a roll call vote. Aye- Buie, Halterman, Knott, Langston, Metzger, Pugel, Tursi. Nay-none.

Board Report 14-010. Attachment #8. A resolution approving the form and content and execution and delivery of a retraining or training agreement under Chapter 260C, Code of Iowa, for Accu-Mold Holdings Corporation.

Accu-Mold Holdings Corporation

Dymin Systems, Inc.

Soy Investors II, L.L.C. dba Harvest Innovations

Iowa Corn Processors, L.C.

Board Report 14-011. Attachment #9. A resolution approving the form and content and execution and delivery of a retraining or training agreement under Chapter 260C, Code of Iowa, for Dymin Systems, Inc.

Board Report 14-012. Attachment #10. A resolution approving the form and content and execution and delivery of a retraining or training agreement under Chapter 260C, Code of Iowa, for Soy Investors II, L.L.C. dba Harvest Innovations.

Board Report 14-013. Attachment #11. A resolution approving the form and content and execution and delivery of a retraining or training agreement under Chapter 260C, Code of Iowa, for Iowa Corn Processors, L.C.
Saxton, Inc. Design Group
Project #2

APPROVAL OF REALTIME
REPORTING – COURT
REPORTING PROGRAM

NEW HOPE VILLAGE –
CARROLL, IOWA

FINANCIAL REPORT

COMMITTEE REPORTS

ADJOURN

Board Report 14-014. Attachment #12. A resolution approving the form and content and execution and delivery of a retraining or training agreement under Chapter 260C, Code of Iowa, for Saxton, Inc. Design Group Project #2.

*Metzger departs at 5:02 p.m.

Board Report 14-015. Tursi moved; seconded by Langston recommending that the Board approve the Court Reporting A.A.S. Degree to begin fall semester 2014.


Board Report 14-016. Knott moved; seconded by Langston recommending that the Board authorize the administration of the College to send a commitment letter to the New Hope Village Board of Directors for the purpose of moving forward with the planning process for the collaborative project.


Greg Martin, Vice President of Business Services, presented the January 2014 Financial Report and Plant Fund Status Report as seen in Attachment #13 to these minutes.

None.

Langston moved; seconded by Tursi to adjourn. Motion passed unanimously and at 5:23 p.m. Board Vice Chair Halterman adjourned the meeting. Aye- Buie, Halterman, Knott, Langston, Pugel, Tursi. Nay-none.

JOE PUGEL, Board Chair

CAROLYN FARLOW, Board Secretary
A special joint meeting of the Des Moines Area Community College Board of Directors and the DMACC Foundation Board was held at the FFA Enrichment Center on February 10, 2014. Board Vice Chair Kevin Halterman called the meeting to order at 5:40 p.m.

Tamara Kenworthy, Principal and Founder of On Point Strategies, facilitated a planning session with both boards. On Point Strategies will provide a summary of this session to the College.

Buie moved to adjourn; seconded by Langston at 7:30 p.m. Motion passed unanimously. Aye-Buie, Halterman, Langston, Tursi. Nay-none.
AGENDA ITEM       Human Resources Report

BACKGROUND

I. New Employee

Replacement Position

1. Thompson, Jared Alexander
   Instructor, Nursing
   Newton Campus
   9 Month Position
   Annual Salary: $57,755
   Effective: January 8, 2014
   Continuing Contract

2. Mann, Dennis
   Instructor, Welding
   Ankeny Campus
   9 Month Position
   Annual Salary: $56,222
   Effective: January 27, 2014
   Continuing Contract

II. Early Retirement

1. Moorman-Rice, Janet
   Professor, Computer Information Systems
   Ankeny Campus
   Effective: June 30, 2014

III. Resignation

1. Mears, Shea
   Instructor, Accounting
   Urban Campus
   Effective: December 13, 2013

RECOMMENDATION

It is moved that the Board accepts the President's recommendation as to the above personnel actions.
**Report:** FWRR040  
**Date:** 01/23/2014  
**Time:** 09:03 AM

Des Moines Area Comm College  
List of checks over $2,500.00 from 21-NOV-2013 to 22-JAN-2014

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Des Moines Area Comm College

List of checks over $2,500.00 from 21-NOV-2013 to 22-JAN-2014

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List of checks over $2,500.00 from 21-NOV-2013 to 22-JAN-2014

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## List of checks over $2,500.00 from 21-NOV-2013 to 22-JAN-2014

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**Des Moines Area Comm College**

List of checks over $2,500.00 from 21-NOV-2013 to 22-JAN-2014

**Report: FWRR040  Des Moines Area Comm College Page: 23**

**Date:** 01/23/2014  **Time:** 09:03 AM

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List of checks over $2,500.00 from 21-NOV-2013 to 22-JAN-2014

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## Report: FWRR40

**Date:** 01/23/2014  **Time:** 09:03 AM

**Des Moines Area Comm College**

**List of checks over $2,500.00**  **from 21-NOV-2013 to 22-JAN-2014**

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List of checks over $2,500.00 from 21-NOV-2013 to 22-JAN-2014

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List of checks over $2,500.00 from 21-NOV-2013 to 22-JAN-2014

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### List of checks over $2,500.00 from 21-NOV-2013 to 22-JAN-2014

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List of checks over $2,500.00 from 21-NOV-2013 to 22-JAN-2014

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| Waste Mgmt of Iowa Corp. | 569552       | $4,340.64 | $313.13 | 6030 | Plant Operations - S | Custodial Services |
|                         |              |          | $141.96 | 6030 | Physical Plant Opera  | Custodial Services |
|                         |              |          | $86.44  | 6030 | Physical Plant Opera  | Custodial Services |
|                         |              |          | $3,715.83 | 6030 | Custodial           | Custodial Services |
|                         |              |          | $83.28  | 6030 | Plant Operations - E | Custodial Services |

| Wex Bank               | 569555       | $10,310.94 | $84.98   | 6420 | Physical Plant Opera  | Vehicle Materials and Equipment |
|                       |              |           | $285.62  | 6420 | Agri Business        | Vehicle Materials and Equipment |
|                       |              |           | $238.56  | 6420 | Non Tort Security In | Vehicle Materials and Equipment |
Des Moines Area Comm College

List of checks over $2,500.00 from 21-NOV-2013 to 22-JAN-2014

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List of checks over $2,500.00 from 21-NOV-2013 to 22-JAN-2014

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Des Moines Area Comm College

List of checks over $2,500.00 from 21-NOV-2013 to 22-JAN-2014

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List of checks over $2,500.00 from 21-NOV-2013 to 22-JAN-2014

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**REPORT TOTAL** $8,750,631.16
RESOLUTION SETTING PUBLIC HEARING DATE AND ADOPTING PROPOSED PLANS AND SPECIFICATIONS AND FORM OF CONTRACT AND ESTIMATED COSTS FOR THE DMACC SOFTBALL FIELD BOONE, IOWA.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DES MOINES AREA COMMUNITY COLLEGE, that proposed plans and specifications, form of contract, and estimated costs for the DMACC Softball Field Boone, Iowa are hereby adopted and placed on file in the office of the Secretary of the Board of Directors.

BE IT FURTHER RESOLVED, that the Board shall hold a Public Hearing at the DMACC Newton Campus, 600 N. 2nd Ave. West, Newton Iowa, Iowa, Room 210A at 4:00 p.m. on March 10, 2014 on the matter of the adoption of plans and specifications, form of contract and estimated costs now on file in the office of the Secretary of the Board of Directors; after such Public Hearing and receipt of public comments, if any, the Board shall review the bids received and decide whether or not, and when, to award the contract; the Board reserves the right to reject any and all bids, to waive technicalities in the bidding process, and to award the contract on the same date as the Public Hearing or at some later date to be announced after the Public Hearing.

BE IT FURTHER RESOLVED, that the Secretary of the Board of Directors shall give notice of said Public Hearing as required by law.

PASSED AND APPROVED this 10th day of February 2014.

President, Board of Directors

ATTEST:

Secretary, Board of Directors

ATTACHMENT "A"
RESOLUTION FIXING DATE FOR RECEIPT OF BIDS FOR THE DMACC SOFTBALL FIELD BOONE, IOWA.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DES MOINES AREA COMMUNITY COLLEGE, that sealed proposals for the DMACC Softball Field Boone, Iowa will be received at the DMACC Boone Campus, 1125 Hancock Drive Boone, Iowa, Room 162 until 2:00 p.m. Central Time, March 4, 2014 at which time and place said bids will be publicly opened and read aloud.

BE IT FURTHER RESOLVED, that the Secretary of the Board of Directors shall give notice of said deadline for receiving bids as required by law.

PASSED AND APPROVED this 10th day of February, 2014

[Signature]
President, Board of Directors

ATTEST:

[Signature]
Secretary, Board of Directors

ATTACHMENT "B"
RESOLUTION SETTING PUBLIC HEARING DATE AND ADOPTING PROPOSED PLANS AND SPECIFICATIONS AND FORM OF CONTRACT AND ESTIMATED COSTS FOR THE DMACC ANKENY CAMPUS BUILDING # 3W ROOF REPLACEMENT.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DES MOINES AREA COMMUNITY COLLEGE, that proposed plans and specifications, form of contract and estimated costs for the DMACC Ankeny Campus Building # 3W Roof Replacement are hereby adopted and placed on file in the office of the Secretary of the Board of Directors.

BE IT FURTHER RESOLVED, that the Board shall hold a Public Hearing at the DMACC Newton Campus, 600 N. 2nd Ave. West, Newton Iowa, Iowa, Room 210A at 4:00 p.m. on March 10, 2014 on the matter of the adoption of plans and specifications, form of contract and estimated costs now on file in the office of the Secretary of the Board of Directors; after such Public Hearing and receipt of public comments, if any, the Board shall review the bids received and decide whether or not, and when, to award the contract; the Board reserves the right to reject any and all bids, to waive technicalities in the bidding process, and to award the contract on the same date as the Public Hearing or at some later date to be announced after the Public Hearing.

BE IT FURTHER RESOLVED, that the Secretary of the Board of Directors shall give notice of said Public Hearing as required by law.

PASSED AND APPROVED this 10th day of February, 2014.

President, Board of Directors

ATTEST:

Secretary, Board of Directors

ATTACHMENT "A"
RESOLUTION FIXING DATE FOR RECEIPT OF BIDS FOR THE DMACC ANKENY CAMPUS BUILDING # 3W ROOF REPLACEMENT.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DES MOINES AREA COMMUNITY COLLEGE, that sealed proposals for the DMACC Ankeny Campus Building # 3W Roof Replacement will be received at the DMACC Ankeny Campus, Commons, Eldon Leonard Board Room, 2006 S. Ankeny Blvd., Ankeny, Iowa, until 2:00 p.m. Central Time, March 5, 2014 at which time and place said bids will be publicly opened and read aloud.

BE IT FURTHER RESOLVED, that the Secretary of the Board of Directors shall give notice of said deadline for receiving bids as required by law.

PASSED AND APPROVED this 10th day of February 2014

[Signature]
President, Board of Directors

ATTEST:

[Signature]
Secretary, Board of Directors

ATTACHMENT "B"
Ankeny, Iowa
February 10, 2014

The Board of Directors of the Des Moines Area Community College met in regular session on the 10th day of February, 2014, at 4:00 p.m., at the DMACC Commons Building on the campus of the College in Ankeny, Iowa. The meeting was called to order and there were present, either in person or by telephone conference call, the following named Board Members:

<table>
<thead>
<tr>
<th>Name</th>
<th>Present</th>
<th>Absent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Joseph Pugel, President</td>
<td>✓</td>
<td>□</td>
</tr>
<tr>
<td>Jeff Hall</td>
<td>□</td>
<td>✓</td>
</tr>
<tr>
<td>Kevin Halterman</td>
<td>✓</td>
<td>□</td>
</tr>
<tr>
<td>Madelyn Tursi</td>
<td>✓</td>
<td>□</td>
</tr>
<tr>
<td>Carl Metzger</td>
<td>✓</td>
<td>□</td>
</tr>
<tr>
<td>Jim Knott</td>
<td>✓</td>
<td>□</td>
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<tr>
<td>Fred Buie</td>
<td>✓</td>
<td>□</td>
</tr>
<tr>
<td>Wayne E. Rouse</td>
<td>✓</td>
<td>□</td>
</tr>
<tr>
<td>Cheryl Langston</td>
<td>✓</td>
<td>□</td>
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</table>

Matters were discussed concerning a New Jobs Training Agreement between the College and Eurofins Scientific, Inc. Following a discussion of the proposal, there was introduced and caused to be read a resolution entitled “A Resolution Approving the Form and Content and Execution and Delivery of a New Jobs Training Agreement, Instituting Proceedings for the Taking of Additional Action for the Issuance of New Jobs Training Certificates, and Directing the Publication of a Notice of Intention to Issue Not to Exceed $100,000 Aggregate Principal Amount of New Jobs Training Certificates (Eurofins Scientific, Inc. Project #4) of the Des Moines Area Community College.” The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<table>
<thead>
<tr>
<th>Name</th>
<th>Moved</th>
<th>Seconded</th>
<th>Aye</th>
<th>Nay</th>
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<tr>
<td>Joseph Pugel</td>
<td>□</td>
<td>□</td>
<td>✓</td>
<td>□</td>
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<tr>
<td>Jeff Hall</td>
<td>□</td>
<td>□</td>
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<tr>
<td>Carl Metzger</td>
<td>✓</td>
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<td>□</td>
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<tr>
<td>Jim Knott</td>
<td>□</td>
<td>✓</td>
<td>□</td>
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<tr>
<td>Fred Buie</td>
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<tr>
<td>Wayne E. Rouse</td>
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<tr>
<td>Cheryl Langston</td>
<td>□</td>
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Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

****

[Signature]
President of the Board of Directors

Attest:
[Signature]
Secretary of the Board of Directors
RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A NEW JOBS TRAINING AGREEMENT, INSTITUTING PROCEEDINGS FOR THE TAKING OF ADDITIONAL ACTION FOR THE ISSUANCE OF NEW JOBS TRAINING CERTIFICATES, AND DIRECTING THE PUBLICATION OF A NOTICE OF INTENTION TO ISSUE NOT TO EXCEED $100,000 AGGREGATE PRINCIPAL AMOUNT OF NEW JOBS TRAINING CERTIFICATES (EUROFINS SCIENTIFIC, INC. PROJECT #4) OF THE DES MOINES AREA COMMUNITY COLLEGE.

WHEREAS, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, and is authorized and empowered by Chapter 260E of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to issue New Jobs Training Certificates and use the proceeds from the sale of said Certificates to defray all or a portion of the cost of a "New Jobs Training Program" as that term is defined in the Act, including the program costs, the purpose of which is to encourage industry and trade to locate and expand within the State of Iowa (the "State") in order to create jobs and employment opportunities and to improve the economic welfare of the residents of the State; and

WHEREAS, the College is also authorized and empowered by Section 15A.7 of the Code of Iowa, as amended (hereinafter referred to as the "Supplemental Act"), to issue New Jobs Training Certificates under the Supplemental Act and payable from a supplemental new jobs credit from withholding authorized under the Supplemental Act and to use the proceeds from the sale of said Certificates to fund the program services for an additional New Jobs Training Program; and

WHEREAS, the College has undertaken negotiations with respect to a New Jobs Training Program with Eurofins Scientific, Inc. (the "Company"), pursuant to the provisions of the Act and the Supplemental Act for the purpose of establishing a job training program, including an additional job training program under the Supplemental Act (hereinafter referred to as the "Project"), to educate and train workers for new jobs with the Company at its facilities located or to be located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

WHEREAS, the Project will include jobs which the Company has agreed will qualify for the supplemental new jobs credit from withholding authorized under the Supplemental Act and the College has determined that the starting wages which the Company has agreed to pay make such jobs eligible for the supplemental new jobs credit from withholding authorized under the Supplemental Act; and

WHEREAS, the College has determined that the amount necessary to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, will require
the issuance by the College of not to exceed $100,000 aggregate principal amount of its New Jobs Training Certificates pursuant to the provisions of the Act and the Supplemental Act; and

WHEREAS, it is proposed to finance the cost of the Project through the issuance of not to exceed an aggregate of $100,000 of New Jobs Training Certificates (Eurofins Scientific, Inc. Project #4) of the College (the "Certificates"), with $87,000 of the Certificates issued under the Act and $13,000 of the Certificates issued under the Supplemental Act; and

WHEREAS, before the Certificates may be issued, it is necessary to publish a notice of the proposal to issue new jobs training certificates and the right to appeal the decision of the Board of Directors of the College to issue the Certificates pursuant to the provisions of the Act and the Supplemental Act, all as required and provided for by Section 260E.6 of the Act and subsection 4 of the Supplemental Act; and

WHEREAS, an Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Agreement, to provide a new jobs training program for the Company;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

Section 1. That the Secretary of the Board of Directors is hereby directed to give notice of intention to issue the Certificates, stating the amount and purpose thereof, and the Project for which the Certificates are to be issued, by publication at least once in a legal newspaper, printed in the English language published at least once weekly and having a general circulation within the merged area served by the College. The notice shall be in substantially the following form:
NOTICE OF INTENTION TO ISSUE
NEW JOBS TRAINING CERTIFICATES
(EUROFINS SCIENTIFIC, INC. PROJECT #4)
OF DES MOINES AREA COMMUNITY COLLEGE

Notice is hereby given that the Board of Directors of Des Moines Area Community College intends to issue in the manner required by law not to exceed $100,000 aggregate principal amount of Des Moines Area Community College New Jobs Training Certificates (Eurofins Scientific, Inc. Project #4) (the "Certificates"). The Certificates are to be issued pursuant to Chapter 260E and Section 15A.7 of the Iowa Code. The Certificates are to be issued for the purpose of providing funds to pay the costs, including program costs, of new jobs training programs to educate and train workers for new jobs at Eurofins Scientific, Inc. in Des Moines, Iowa.

The Board of Directors has instituted proceedings and taken further and additional action for the authorization and issuance of the Certificates.

A person may, within fifteen days after the publication of this notice by action in the district court of a county in the area within which the Des Moines Area Community College is located, appeal the decision of the Board of Directors in proposing to issue the Certificates. The action of the Board of Directors in determining to issue the Certificates is final and conclusive unless the district court finds that the Board of Directors has exceeded its legal authority. An action shall not be brought which questions the legality of the Certificates, the power of the Board of Directors to issue the Certificates, the effectiveness of any proceedings relating to the authorization of the Project, or the authorization and issuance of the Certificates from and after fifteen days from the publication of this notice.

This notice is published pursuant to the provisions of Chapter 260E and Section 15A.7 of the Iowa Code.

By Order of the Board of Directors

[Signature]

Secretary of the Board of Directors
Section 2. That the Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Industrial New Jobs Training Agreement, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Industrial New Jobs Training Agreement, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto.

Section 3. That this Board does hereby institute proceedings and take further and additional action for the authorization and issuance in the manner required by law and in accordance with the Act and the Supplemental Act of not to exceed an aggregate of $100,000 of New Jobs Training Certificates (Eurofins Scientific, Inc. Project #4) the proceeds of which Certificates will be used to provide funds to pay costs, including program costs, of new jobs training by providing education and training of workers for new jobs at the Company.

Section 4. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 5. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 10th day of February, 2014.

[Signature]
President of the Board of Directors

Attest:

[Signature]
Secretary of the Board of Directors
STATE OF IOWA
COUNTY OF POLK

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on February 10, 2014, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 10th day of February, 2014.

[Signature]
Secretary of the Board of Directors
IOWA NEW JOBS
TRAINING AGREEMENT

between

DES MOINES AREA COMMUNITY COLLEGE
Ankeny, Iowa

and

Eurofins Scientific, Inc.

Project # 4

Dated as of February 10, 2014
IOWA NEW JOBS TRAINING AGREEMENT

This Iowa New Jobs Training Agreement (the "Agreement") made and entered into as of February 10, 2014 between Des Moines Area Community College (the "Area School"), Ankeny, Iowa and Eurofins Scientific, Inc. (the "Employer").

WITNESSETH:

WHEREAS, pursuant to Chapter 260E of the Code of Iowa, as amended (the "Act"), the Area School has determined to enter into this Agreement with Employer for the purpose of establishing a new jobs training program to educate and train certain persons employed by Employer in new jobs; and

WHEREAS, the Area School intends to fund the new jobs training program from the proceeds of the issuance by the Area School of new jobs training certificates (the "Certificates") in accordance with the provisions of the Act; and

WHEREAS, the Certificates will be issued pursuant to the terms of a resolution (the "Resolution") to be adopted by the Board of Directors of the Area School; and

WHEREAS, the Area School and the Employer each have full right and lawful authority to enter into this Agreement and to perform and observe the provisions hereof on their respective parts to be performed and observed;

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE I

REPRESENTATIONS

Section 1.1. The Area School represents and warrants that:

(a) It is duly organized and validly existing under the laws of the State of Iowa (the "State").

(b) It is not in violation of any provisions of the laws of the State which would impair its ability to carry out its obligations hereunder.

(c) It is empowered to enter into the transactions contemplated by this Agreement.
(d) It will do all things in its power required of it in order to maintain its existence through the term of this Agreement or in order to assure the assumption of its obligations hereunder by any successor public body.

Section 1.2. The Employer represents and warrants that:

(a) It is duly and validly organized and is in good standing under the laws of the Iowa and is qualified to do business and is in good standing in the State.

(b) It has full power and authority to execute, deliver and perform this Agreement and all other instruments, if any, given by the Employer to secure its obligations hereunder and to enter into and carry out the transaction contemplated herein. Such execution, delivery and performance are not in contravention of law or Employer's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking or any other restriction, obligation or instrument to which the Employer is a party or by which it is bound. This Agreement has by proper action been duly authorized, executed and delivered by the Employer and all steps necessary have been taken to constitute this Agreement a valid and binding obligation of the Employer.

(c) There is no litigation or proceeding pending, or to the knowledge of the Employer threatened, against the Employer or any other person affecting in any manner whatsoever the right of the Employer to execute this Agreement or to otherwise comply with its obligations contained in this Agreement.

(d) The employees to be covered by this Agreement had not commenced work for the Employer as of the date of the execution of the Preliminary Iowa New Jobs Training Agreement between the Area School and the Employer (the "Preliminary Agreement"), and those employees are or will be employed in new jobs within the meaning of the Act in connection with the expansion of the Employer's business operations.

(e) The Employer is engaged in interstate or intrastate commerce for the purpose of manufacturing, processing or assembling products, conducting research and development, or providing services in interstate commerce, but excluding retail, health or professional services, all within the meaning of the Act.

(f) The Employer will not use any of the funds disbursed to the Employer from the proceeds of the Certificates directly or indirectly to provide any airplane, skybox or other private luxury box, health club facility, facility primarily used for gambling or store the principal business of which is the sale of alcoholic beverages for consumption off premises.
(g) The Employer will not use any of the funds disbursed to the Employer from the proceeds of the Certificates directly or indirectly to finance the purchase of land, facilities or other depreciable property of the Employer or any other person, except the Area School.

(h) The Employer understands that this Agreement is entered into upon the expectation that the new jobs credit from withholding and the incremental property taxes (as defined in the Act), if any have been authorized by the local jurisdiction to fund training certificates for this project, to be provided from the new jobs to be created by the Employer as part of the Project and from the construction and/or remodeling of facilities where the new jobs are created will be in an amount sufficient to fund the Project, including the principal, premium, if any, and interest on the Certificates. These expectations are based solely upon the Employer's projections, which have not been verified by the Area School and for which the Area School takes no responsibility. In the event that the funds generated by the new jobs credit from withholding and the incremental property taxes are insufficient to fund the Project, including the principal, premium, if any, and interest on the Certificates, the Employer understands that it will be financially responsible for any shortfall and that the Area School shall have no responsibility for such shortfall.

(i) Employer agrees that it shall provide all information requested by the College, the Iowa Economic Development Authority or the Iowa Department of Education for purposes of establishing a consistent and meaningful database to track aggregate wages of employees over time and evaluate the effectiveness of job training programs. Such information shall include the Social Security numbers of all individual employees for which withholding credit is claimed as a part of the Project. Such information shall be provided directly to the College or the Iowa Department of Education upon forms provided by the College or the Economic Development Authority.

(j) The Program Services are for the purpose of providing education and training services to persons to be employed as a part of the Project. The new jobs to be created as a result of the Project will be located at the site legally described on Exhibit "B" attached hereto.
ARTICLE II
PROJECT; PROGRAM SERVICES

Section 2.1. As used herein, references to the "Project" shall include the program services (the "Program Services") and the on-the-job training program for the Employer described on Exhibit "A" attached hereto and incorporated herein by reference, as well as this Agreement and all activities of the Area School in connection herewith. Exhibit "A" shows the number of employees, areas of training, training period and other information with respect to the Project, including the estimated costs of the Project. References herein to "Project Costs" include any costs incurred by the Area School in connection with the Project or authorized by the Area School as a part of the Project. Included as a part of Exhibit "A" and incorporated by reference is a copy of the proposed budget of the Area School and the Employer with respect to the Project. References herein to the "new jobs credit from withholding" shall mean the new jobs credit from withholding authorized in connection with the Project by Section 5 of the Act, and references herein to "incremental property taxes" shall mean the incremental property taxes authorized in connection with the Project by Section 4 of the Act.

Section 2.2. The Area School agrees to provide the Program Services if and to the extent that funds are available to pay the costs of the Program Services from the proceeds of the issuance of the Certificates or from the Employer. The Employer and the Area School will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out in Exhibit "A".

Section 2.3. The Employer agrees to pay or cause to be paid all necessary and incidental costs of the Project, including principal and interest on the Certificates. Such costs shall be paid from amounts in the Project Fund (as hereinafter defined) and from the new jobs credit from withholding with respect to persons employed at the Project and the incremental property taxes produced by the expansion by the Employer as a part of the Project, all as provided in the Act, or from funds of the Employer to the extent that such sources of payment are insufficient to pay all costs of the Project, including principal and interest on the Certificates.

Section 2.4. The term of this Agreement shall not exceed ten (10) years and shall coincide with the period of time over which the Certificates mature and the Project Costs are deferred; provided, however, that this Agreement, and the repayment obligations of the employer shall not terminate until the Certificates have been paid in full.

Section 2.5. The Area School may revise the training curriculum from time to time with the consent of the Employer; provided that no revision shall be made which would change the Project to other than the purposes permitted by the Act.
Section 2.6. The Certificates shall be issued pursuant to the Resolution. The Resolution shall set forth the aggregate principal amount of the Certificates, the rate at which the Certificates bear interest, the maturity of the Certificates, the provisions for redemption of the Certificates, and such other matter, including the security for the Certificates, as the Board of Directors of the Area School shall determine.

Section 2.7. The proceeds from the sale of the Certificates shall be paid to the Area School and deposited in a separate fund established by the Area School (the "Project Fund"). Pending disbursement, the proceeds deposited in the Project Fund, together with any investment earnings thereon, shall be subject to a lien in favor of the holders of the Certificates as provided in the Resolution and may be used for the payment of the principal, premium, if any, and interest on the Certificates. Amounts in the Project Fund and interest earnings thereon shall be disbursed by the Area School for the payment of Project Costs approved by the Area School to the extent not used for the payment of the principal, premium, if any, and interest on the Certificates. The Employer shall not commit any funds in the Project Fund without the prior written approval of the Area School and shall have no right to receive any amounts in the Project Fund except as approved by the Area School.

Section 2.8. In the event that moneys in the Project Fund are not sufficient to pay all costs of the Project, the Employer will, nonetheless, pay all costs of the Project in excess of the moneys in the Project Fund in full from its own funds. If the Employer should pay any portion of such costs, it shall not be entitled to any reimbursement therefore from the Area School; nor shall it be entitled to any abatement, diminution or postponement of the payments required to satisfy the debt service requirements on the Certificates. The Employer will, however, be entitled, to the extent permitted by the Act, to reimbursement of any of its funds used for the payment of Project Costs from the Project Fund when a surplus is attained in the Project Fund and not needed to satisfy the debt service requirements on the Certificates.

Section 2.9. In the event that Certificates are not issued by the Area School, the Employer agrees to pay to the Area School an amount sufficient to reimburse the Area School for all reasonable and necessary expenses incurred by the Area School in connection with the Project, including but not limited to legal fees and any Project Costs incurred to provide training to employees in new jobs as part of the Project.

Section 2.10. Amounts received by the Area School from the new jobs credit from withholding and incremental property taxes with respect to the Project shall be deposited in a separate fund to be held by the Area School (the "Revenue Fund"). The Area School and the Employer agree that amounts in the Revenue Fund shall be pledged by the Area School for the payment of the principal, premium, if any, and interest on the Certificates in accordance with and subject to the provisions of
the resolution. Any interest earnings on the Revenue Fund may be used for the payment of the principal, premium, if any, and interest on the Certificates or as otherwise determined by the Area School.

ARTICLE III
PAYMENTS AND SECURITY

Section 3.1. Upon issuance of the Certificates, the Area School shall provide the Employer with a schedule showing the payments of the principal and interest on the Certificates, provided that the failure to provide such schedule to the Employer shall in no way diminish the liability of the Employer for the payments provided herein to be made by the Employer. In the event that the new jobs credit from withholding with respect to persons employed at the Project and the incremental property taxes produced by the expansion by the Employer as a part of the Project are insufficient for the payment of each payment of principal and interest on the Certificates on the date when due, the Employer shall make, or cause to be made, payments to the Area School in the amount of any such deficiency not later than the date when such principal and interest are due on the Certificates. In any event, the sum of all payments under this Agreement shall be sufficient to pay the total amount due with respect to such principal of and interest on the Certificates as and when due. The Employer shall not be entitled to any reimbursement for any payments made by it for purposes of paying principal and interest on the Certificates and shall not under any circumstances be entitled to any right of set-off with respect to payments due hereunder.

Section 3.2. The Employer shall make, or cause to be made, all payments required hereunder directly to the Area School at its principal office for application to the payment of the corresponding installments of principal, premium, if any, and interest on the Certificates.

Section 3.3. The obligations of the Employer to make payments shall be absolute and unconditional upon issuance of the Certificates, and the Employer shall make such payments without abatement, diminution or deduction regardless of any cause or circumstances whatsoever including, without limitation, any defense, set-off, recoupment or counterclaim which the Employer may have or assert against the Area School or any other person.

Section 3.4. To secure the payment by the Employer of the payments required hereunder and compliance by the Employer with all the terms, provisions and conditions hereof, the Employer agrees that the new jobs credit from withholding and the incremental property taxes shall be pledged for payment of the principal, premium, if any, and interest on the Certificates as provided by the resolution. The Employer further agrees that the payments required to be made by it hereunder are a lien upon the Employer's business property in the State of Iowa, including specifically the property described on Exhibit "B" attached hereto, until paid and
have equal precedence with ordinary taxes and shall not be divested by a judicial
sale. Property subject to this lien may be sold for sums due and delinquent at a
tax sale, with the same forfeitures, penalties and consequences as for the
nonpayment of ordinary taxes. The purchaser at any such tax sale shall obtain the
property subject to the remaining payments.

ARTICLE IV

EVENTS OF DEFAULT AND REMEDIES

Section 4.1. Each of the following shall constitute an "event of default" hereunder:

(a) The Employer shall fail to make any payment required to be made by the
Employer on or prior to the date on which such payment is due and payable
and such failure continues for a period of five (5) business days thereafter.

(b) The Employer shall fail to observe and perform any other agreement, term
or condition contained in this Agreement, if such failure continues for a
period of thirty (30) days after notice of such failure is given to the Employer
by the Area School, or for such longer period as the Area School may agree
to in writing; provided, that if the failure is of such nature that it cannot be
corrected within the applicable period, such failure shall not constitute an
event of default so long as the Employer institutes curative action within the
applicable period and diligently pursues such action to completion.

(c) The Employer shall (i) admit in writing its inability to pay its debts generally
as they become due; (ii) have an order for relief entered in any case
commenced by or against it under the federal bankruptcy laws, as now or
hereafter in effect; (iii) commence a proceeding under any other federal or
state bankruptcy, insolvency, reorganization or other similar law, or have
such a proceeding commenced against it and either have an order of
insolvency or reorganization entered against it or have the proceeding
remain undismissed and unstayed for 90 days; (iv) make an assignment
for the benefit of creditors; or (v) have a receiver or trustee appointed for it
or for the whole or any substantial part of its property.

(d) Any representation or warranty made by the Employer herein or any
statement in any report, certificate, financial statement or other instrument
furnished in connection with this Agreement or in connection with the sale
of the Certificates shall at any time prove to have been false or misleading
in any material respect when made or given.

(e) The Employer shall cease operations at the Project Site.
Upon the happening of an event of default specified in (c) above, all obligations of the Employer hereunder shall be and become immediately due and payable, and upon the happening of any other event of default the Area School may declare all obligations of the Employer hereunder to be immediately due and payable by written notice to the Employer, and upon the giving of such notice such obligations shall be and become immediately due and payable without any further action by the Area School.

The declaration of an event of default under Subsection (c) above, and the exercise of remedies upon any such declaration shall be subject to any applicable limitations of federal bankruptcy law affecting or precluding such declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation or reorganization proceedings.

Section 4.2. Whenever an event of default shall have happened and be continuing, the Area School may take whatever action at law or in equity may appear necessary or desirable to collect the payments due and other amounts then due and thereafter to become due under this Agreement, or to enforce performance and observance of any other obligation or agreement of the Employer under this Agreement. Notwithstanding the foregoing, the Area School shall not be obligated to take any step which in its opinion will or might cause it to expend time or money or otherwise incur liability unless and until a satisfactory indemnity bond has been furnished to the Area School at no cost or expense to the Area School. Any amounts collected as payments or applicable to payments and any other amounts which would be applicable to payment of principal and premium, if any, and interest on the Certificates collected pursuant to action taken under this Section shall be paid to the holders of the Certificates for application to such payment.

Section 4.3. No remedy conferred upon or reserved to the Area School by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Area School to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 4.4. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.
ARTICLE V

MISCELLANEOUS

Section 5.1. All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate notice address as follows:

If to the Area School: Robert Denson, President
Des Moines Area Community College
2006 S. Ankeny Blvd.
Ankeny, Iowa 50023

If to the Employer: Mary Kay Kroglull, President
Eurofins Scientific Inc.
2200 Rittenhouse Street
Suite 175
Des Moines, IA 50321

Employer and the Area School may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 5.2. All covenants, stipulations, obligations and agreements of the Area School contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Area School or the Board of Directors of the Area School other than in his official capacity. Neither the members of the Board of Directors of the Area School nor any official of the Area School executing the Certificates shall be liable personally on the Certificates or be subject to any personal liability or accountability by reason of the issuance thereof or by reason of the covenants, stipulations, obligations or agreements of the Area School contained in this Agreement, the Resolution or the Certificates.

Section 5.3. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the Area School, the Employer and their respective permitted successors and assigns provided that this Agreement may not be assigned by the Employer and may not be assigned by the Area School except as may be necessary to enforce or secure payment of the principal, premium, if any, and interest on the Certificates.

Section 5.4. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.
Section 5.5. If any provision of this Agreement, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken hereunder or any application hereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into or taken hereunder, or any other application hereof, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall such illegality or invalidity or any application hereof affect any legal and valid application hereof, and each such provision, covenant, stipulation, obligation, agreement, act or action, or part shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 5.6. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

Section 5.7. The Area School agrees to use its best efforts to sell and issue the Certificates and the Employer agrees that it will cooperate with the Area School to provide any necessary financial information in connection with the sale of the Certificates. It is understood and agreed that if the Certificates are not marketed and, in the sole discretion of the Area School, are not marketable within a reasonable time, this Agreement and the Project shall be terminated. In such event, the Employer shall continue to be liable for Project Costs previously incurred as provided in Section 2.9 hereof.

Section 5.8. The Employer agrees to keep its business property where the Project will be located continuously insured, in an amount at least equal to the total amount of the Certificates outstanding, against loss or damage by fire, lightning, such other perils as are covered by standard "extended coverage" endorsements, vandalism and malicious mischief and containing customary loss deductible provisions. If loss or damage occurs and the Employer determines not to rebuild or restore its business property to its former condition, the Employer agrees to cause the insurance proceeds to be applied to the payment of principal and interest on the Certificates.

Section 5.9. Employer agrees to indemnify and hold harmless the Area School from and against any and all claims, demands, liabilities, losses, costs and expenses asserted against the Area School by any third party or any employee, agent or subcontractor of the Employer, including reasonable costs, collection expenses, attorney's fees, and court costs which may arise because of any act of omission or commission, negligence, misconduct or other fault of Employer or Employer's employees, agents or subcontractors, associated directly or indirectly with this Agreement. This provision shall survive termination of this Agreement.
Section 5.10. This Agreement shall supplement the Preliminary Agreement which, except as modified herein, is hereby ratified and confirmed and together this Agreement and the Preliminary Agreement shall constitute one agreement between the Employer and the Area School with respect to the Project. Except for the Preliminary Agreement, the entire agreement of the parties is contained in this document and any certificates of the parties given in connection herewith. Oral or written statements which are not contained herein or in such certificates are hereby rendered null, void and of no effect.

ARTICLE VI

SUPPLEMENTAL NEW JOBS CREDIT FROM WITHHOLDING

☐ Check here if this Article is to be a part of this Agreement; if the box is not checked, this Article shall be disregarded.

Section 6.1. The Employer and the Area School agree to a supplemental new jobs credit from withholding (the "Supplemental New Jobs Credit from Withholding") in accordance with Section 15A.7 of the Code of Iowa, as amended. The Supplemental New Jobs Credit from Withholding shall be used to fund the additional project described on Exhibit "A" attached hereto (the "Additional Project"). Exhibit A also sets forth the jobs to which the Supplemental New Jobs Credit from Withholding shall apply. The Supplemental New Jobs Credit from Withholding shall be in an amount equal to one and one-half percent of the gross wages paid for such jobs by the Employer pursuant to Section 422.16 of the Code of Iowa, as amended, and such amount is authorized to fund the Program Services described on Exhibit "A" attached hereto for the Additional Project.

Section 6.2. The Supplemental New Jobs Credit from Withholding shall be collected, accounted for, and may be pledged by the Area School in the same manner as described in Section 260E.5 of the Code of Iowa, as amended.

Section 6.3. The Additional Project to be funded from the Supplemental New Jobs Credit from Withholding shall be administered in the same manner as a project under the Act.

Section 6.4. The Employer agrees to pay wages for the jobs for which the Supplemental New Jobs Credit from Withholding is taken of at least the average county wage or average regional wage, whichever is lower, as compiled annually by the Iowa Economic Development Authority for the community economic betterment program. The average regional wage shall be based on the service delivery areas set forth in Section 84B.2 of the Code of Iowa, as amended. Eligibility for the Supplemental New Jobs Credit from Withholding shall be based solely on a one-time determination of starting wages by the Area School.
Section 6.5. In order to provide funds for the payment of the costs of the Additional Project, the Area School may borrow money, issue and sell certificates, and secure the payment of the certificates in the same manner as described in Section 260E.6 of the Code of Iowa, as amended, including, but not limited to, providing the assessment of an annual levy as described in Section 260E.6, subsection 4. The Additional Program and the Supplemental New Jobs Credit from Withholding are in addition to, and not in lieu of, the program and credit authorized in the Act.

Section 6.6. All other provisions of this Agreement, including specifically the provisions of Article III hereof with respect to payments by the Employer and security for the Employer's obligations, shall apply to the Additional Program, the Supplemental New Jobs Credit from Withholding, and the certificates to be issued to provide the funding for the Additional Program.
IN WITNESS WHEREOF, the Area School and the Employer have caused this Agreement to be duly executed in their respective names by their duly authorized officers, all as of the date hereinabove written.

[END OF TEXT]

**EMPLOYER**

Eurofins Scientific, Inc.

[Printed Name of Employer]  
[Federal I.D. #] 62-1098733

By:  
[Printed Name] Mary K. Krogull  
[Printed Title] President  
Email address MaryKayKrogull@EurofinsUS.com  
Date:  

ATTEST:  
By:  
[Printed Name] Shawna Davis  
[Printed Title] Financial Systems Manager  
State of Iowa  
County of Polk

On this date:  
[Date] 12/4/2013

before me, a Notary Public in and for the above specified County and State, personally appeared [Name] Mary K. Krogull to me personally known, who, being by me duly sworn upon oath, did say that he or she is the [Title] President of the above named Employer, a corporation organized in the State of Delaware; that the foregoing instrument was signed on behalf of said Employer by authority of its Board of Directors; and acknowledged the execution of said instrument to be the voluntary act and deed of said Officer by him or her voluntarily executed.

Given under my hand and seal this date:  
[Date] 12/4/2013

[SEAL]

Notary Public in and for Said County and State  
[Printed Name] Shawna Davis  
Commission Expires [Date] 9/12/2015

**DMACC**

DES MOINES AREA COMMUNITY COLLEGE

By:  
[Printed Name] Kevin D. Halferman  
[Printed Title] Vice Chair  
Date:  

ATTEST:  
By:  
[Printed Name]  
[Printed Title]  
State of Iowa  
County of Polk

On this date:  
[Date] 2/10/14

before me, a Notary Public in and for the above specified County and State, personally appeared [Name] Kevin Halferman to me personally known, who, being by me duly sworn upon oath, did say that he or she is the [Title] Board Vice Chair of Des Moines Area Community College, Ankeny Iowa; that the foregoing instrument was signed on behalf of Des Moines Area Community College by authority of the Board of Directors; and acknowledged the execution of said instrument to be the voluntary act and deed of said Officer by him or her voluntarily executed.

Given under my hand and seal this date:  
[Date] 2/10/14

[SEAL]

Notary Public in and for Said County and State  
[Printed Name] Carolyn Farlow  
Commission Expires [Date] 5/23/2015

Page 14 of 21
EXHIBIT “B”

LEGAL DESCRIPTION OF PROJECT SITE

2200 Rittenhouse St., Des Moines, IA 50321

LT 14 AIRPORT COMMERCE PARK SOUTH

DESCRIPTION OF PERSONAL PROPERTY
<table>
<thead>
<tr>
<th>Project Name</th>
<th>Eurofins Scientific, Inc.</th>
<th>Project #</th>
<th>4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preliminary Date</td>
<td>6/13/2013</td>
<td>Training Consultant</td>
<td>Jacki Boldt</td>
</tr>
<tr>
<td>Project Address</td>
<td>Des Moines, Polk</td>
<td>(City, County)</td>
<td></td>
</tr>
<tr>
<td>Contact Person</td>
<td>Tera McAtee</td>
<td>Title</td>
<td>Financial Analyst</td>
</tr>
<tr>
<td>Address</td>
<td>2200 Rittenhouse St.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone</td>
<td>515-698-5032</td>
<td>FAX</td>
<td>515-280-7068</td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:TeraMcAtee@EurofinsUS.com">TeraMcAtee@EurofinsUS.com</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Legal Name</td>
<td>Eurofins Scientific, Inc.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Corporate Address</td>
<td>2200 Rittenhouse St.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CEO</td>
<td>Mary Kay Krogull</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone</td>
<td>515-362-5910</td>
<td>FAX</td>
<td>515-280-7068</td>
</tr>
<tr>
<td>State and Year of Incorporation</td>
<td>Delaware 2001</td>
<td>Fed ID #</td>
<td>62-1098733</td>
</tr>
<tr>
<td>Type of Corporation</td>
<td>Research and Development</td>
<td>SIC#</td>
<td>541710</td>
</tr>
<tr>
<td>Product or Service</td>
<td>Bio-analytical Testing Service</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Base Iowa Employment</td>
<td>153</td>
<td>Date</td>
<td>6/13/2013</td>
</tr>
<tr>
<td>Projected # of New Positions</td>
<td>26</td>
<td>Avg. Starting Salary</td>
<td></td>
</tr>
<tr>
<td>Bargaining Unit</td>
<td>☒ Yes</td>
<td>☒ No</td>
<td></td>
</tr>
<tr>
<td>Projected Categories of Skills Training Needed:</td>
<td>Manufacturing Technology</td>
<td>☒ Organizational Change</td>
<td></td>
</tr>
<tr>
<td></td>
<td>☒ Workplace Skills</td>
<td>☒ Information Technology</td>
<td></td>
</tr>
<tr>
<td></td>
<td>☒ Management/Supervisory Skills</td>
<td>☒ Biotechnology</td>
<td></td>
</tr>
<tr>
<td></td>
<td>☒ Other</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Estimated Issuance</td>
<td>84500</td>
<td>Training Fund</td>
<td>62826</td>
</tr>
</tbody>
</table>

Page 21 of 21
TRAINING PLAN
AND
BUDGET
FOR
Eurofins Scientific
PROJECT #4

Prepared By:
Jacki Boldt
Business Consultant
DMACC Business Resources
Des Moines Area Community College
INTRODUCTION
Eurofins Scientific, Inc.
PROJECT # 4

COMPANY BACKGROUND

With about 1 billion annual sales and 15,000 employees across 180 sites in 32 countries, Eurofins Scientific is a leading international group of laboratories providing an unparalleled range of testing and support services to the pharmaceutical, food, environmental and consumer products industries and to governments.

Eurofins is a worldwide leader in its field. The group offers a portfolio of over 100,000 reliable analytical methods for characterizing the safety, identity, purity, composition, authenticity and origin of products and biological substances. Through research and development, in-licensing and acquisitions, the group draws on the latest developments in the field of biotechnology and analytical sciences to offer its customers unique testing solutions.

The Eurofins group is committed to providing the highest quality services, accurate results in time and, if requested, expert advice by highly qualified staff. The reliability and accuracy of its data help customers make decisions on risks and meet their increasingly stringent quality and safety standards as well as the demands of regulatory authorities around the world.

Few testing laboratories can combine the level of expertise, technological leadership, attention to quality and customer service that have made Eurofins the global leader in many of the fields it is active. Large investments in innovation, technology, IT and logistics and very large sample volumes ensure that customers enjoy high standards of quality at reasonable prices.

LOCATION OF PROJECT

2200 Rittenhouse Street, Des Moines, IA 50321

BASE HEAD COUNT

153

NUMBER OF NEW POSITIONS

26

PREVIOUS PROJECTS

3: Hiring requirements have been met for projects 1, 2, and 3 and withholding is occurring on schedule.

SUPPLEMENTAL INFORMATION

Of the 26 new positions, 2 will be above the average regional wage of $20.27.

PRELIMINARY DATE

6/13/13

PROJECT END DATE
# LIST OF POSITIONS

## PROJECT #4

<table>
<thead>
<tr>
<th>TITLE</th>
<th>NUMBER OF POSITIONS</th>
<th>HOURLY WAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lab Tech I</td>
<td>1</td>
<td>$14.00</td>
</tr>
<tr>
<td>Lab Tech I</td>
<td>1</td>
<td>$14.00</td>
</tr>
<tr>
<td>Lab Tech I</td>
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<td>$14.00</td>
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<tr>
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<td>$14.00</td>
</tr>
<tr>
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<td>1</td>
<td>$14.00</td>
</tr>
<tr>
<td>Lab Tech I</td>
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<td>$14.00</td>
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<tr>
<td>Associate Scientist I</td>
<td>1</td>
<td>$17.00</td>
</tr>
<tr>
<td>Associate Scientist I</td>
<td>1</td>
<td>$17.00</td>
</tr>
<tr>
<td>Associate Scientist I</td>
<td>1</td>
<td>$17.00</td>
</tr>
<tr>
<td>Associate Scientist I</td>
<td>1</td>
<td>$17.00</td>
</tr>
<tr>
<td>Associate Scientist I</td>
<td>1</td>
<td>$17.00</td>
</tr>
<tr>
<td>Associate Scientist I</td>
<td>1</td>
<td>$17.00</td>
</tr>
<tr>
<td>*Lab Manager</td>
<td>1</td>
<td>$29.00</td>
</tr>
<tr>
<td>Lab Supervisor</td>
<td>1</td>
<td>$20.00</td>
</tr>
<tr>
<td>*Principal Microbiologist</td>
<td>1</td>
<td>$35.00</td>
</tr>
<tr>
<td>Lab Tech III</td>
<td>3</td>
<td>$15.00</td>
</tr>
<tr>
<td>Lab Tech II</td>
<td>2</td>
<td>$14.00</td>
</tr>
<tr>
<td>Lab Tech I</td>
<td>3</td>
<td>$13.00</td>
</tr>
</tbody>
</table>

Total Jobs: 26

* Denotes jobs that receive the supplemental 1.5%

Please list all company benefits below:
Medical insurance, Dental insurance, Short and Long Term Disability, Life Insurance, 401K, Tuition Reimbursement, Holidays/Paid Time Off
FOR
Eurofins Scientific, Inc.
PROJECT #4

The training fund is generated by a credit to new jobs withholding taxes under the provision of HF 623, Iowa Code 260E, and through the supplemental New jobs Credit from Withholding (section 15.S.7 of the Iowa Code, as amended).

The training plan details the specific allocation of the training funds in this budget.

I. JOB SKILL TRAINING $18,847

II. SUPERVISORY SKILLS $18,847

III. TRAINING MATERIALS $6,285

IV. DMACC FEE $0

V. ON THE JOB TRAINING $18,847

TOTAL TRAINING BUDGET $62,826

The training began 6/13/2013 and will continue to 3/1/2017.

Upon receipt of proper documentation, reimbursement to Eurofins Scientific, Inc. for training expenses will be made if the requests meet the guidelines of Iowa Code 260E, DMACC and this training plan.

This plan and budget may be revised to meet the changing training needs of Eurofins Scientific, Inc. with written consent of the company and DMACC. Any revision will be filed to adjust this original plan.
### Training Plan

#### Identified Needs and Explanation

<table>
<thead>
<tr>
<th>BUDGET CATEGORY</th>
<th>TOTAL COST</th>
<th>JOB SKILL I</th>
<th>SUPERVISORY TRAINING II</th>
<th>TRAINING MATERIALS III</th>
<th>ON THE JOB TRAINING (OJT)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Project 4</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$62,826.00</td>
<td>18,847.00</td>
<td>18,847.00</td>
<td>6,285.00</td>
<td>18,847.00</td>
</tr>
</tbody>
</table>

#### Anticipated Project Outcomes

- Employees will have a higher level of technical skills allowing the company to remain competitive.
- Improved knowledge of software specific to the use of Eurofins.

#### Implementation Plan

- Training will help employees meet internal and external customer expectations.
- Employees have the skills to use and maintain computer hardware and software.
- Employees are equipped to utilize the latest research and implement proven testing procedures that will meet customer needs and optimize results.
- Knowledge of regulatory processes and procedures.
- Operations in an environment that values safety and works to promote the welfare of the employees.
- Training will help employees meet internal and external customer expectations.
- Employees have the skills to use and maintain computer hardware and software.

- Eurofins expects:
  - Communication skills among its employees to be at a high level.
  - Employees to have a superior understanding of the scientific testing industry.
  - Employees to have the skills to help the organization grow and profit.
  - Employees to have the ability to manage time and projects efficiently.
  - Experience on how to develop, implement and maintain quality initiatives.

- With the help of DMACC and/or vendors, Eurofins will seek instruction on technical topics that are specific to their business. Topics may include, but are not limited to: HPLC, LCMS, and GC training, Methodology and Methodology Development training, Vitamins, Amino Acids, Sugars and Nutrition Testing. Administrative staff may receive training in Great Plains Accounting and the Abra payroll system. Consulting, conferences and customized training may be included along with any related expenses such as travel and meals.

- Materials may include training items such as videos, software, hardware, books and manuals.

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- Materials may include training items such as videos, software, hardware, books and manuals.

**New Positions:** 26

**COMPANY:** Eurofins Scientific

**Training Fund:** $84,500

**Available Training:** $62,826
Ankeny, Iowa
February 10, 2014

The Board of Directors of the Des Moines Area Community College met in regular session on the 10th day of February, 2014, at 4:00 p.m., at the DMACC Commons Building on the campus of the College in Ankeny, Iowa. The meeting was called to order and there were present, either in person or by telephone conference call, the following named Board Members:

<table>
<thead>
<tr>
<th>Name</th>
<th>Present</th>
<th>Absent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Joseph Pugel, President</td>
<td>✔️</td>
<td></td>
</tr>
<tr>
<td>Jeff Hall</td>
<td></td>
<td>☐</td>
</tr>
<tr>
<td>Kevin Halterman</td>
<td>✔️</td>
<td>☐</td>
</tr>
<tr>
<td>Madelyn Tursi</td>
<td>✔️</td>
<td>☐</td>
</tr>
<tr>
<td>Carl Metzger</td>
<td>✔️</td>
<td>☐</td>
</tr>
<tr>
<td>Jim Knott</td>
<td>✔️</td>
<td>☐</td>
</tr>
<tr>
<td>Fred Buie</td>
<td>✔️</td>
<td>☐</td>
</tr>
<tr>
<td>Wayne E. Rouse</td>
<td>✔️</td>
<td>☐</td>
</tr>
<tr>
<td>Cheryl Langston</td>
<td>✔️</td>
<td>☐</td>
</tr>
</tbody>
</table>

Matters were discussed concerning a New Jobs Training Agreement between the College and Kreg Enterprises, Inc. d/b/a Kreg Tool Company. Following a discussion of the proposal, there was introduced and caused to be read a resolution entitled “A Resolution Approving the Form and Content and Execution and Delivery of a New Jobs Training Agreement, Instituting Proceedings for the Taking of Additional Action for the Issuance of New Jobs Training Certificates, and Directing the Publication of a Notice of Intention to Issue Not to Exceed $105,000 Aggregate Principal Amount of New Jobs Training Certificates (Kreg Enterprises, Inc. d/b/a Kreg Tool Company Project #4) of the Des Moines Area Community College.” The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<table>
<thead>
<tr>
<th>Name</th>
<th>Moved</th>
<th>Seconded</th>
<th>Ave</th>
<th>Nay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Joseph Pugel</td>
<td>☐</td>
<td>☐</td>
<td>✔️</td>
<td></td>
</tr>
<tr>
<td>Jeff Hall</td>
<td>☐</td>
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</tr>
<tr>
<td>Kevin Halterman</td>
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<td>✔️</td>
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</tr>
<tr>
<td>Madelyn Tursi</td>
<td>☐</td>
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</tr>
<tr>
<td>Carl Metzger</td>
<td>☐</td>
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<tr>
<td>Jim Knott</td>
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</tr>
<tr>
<td>Cheryl Langston</td>
<td>☐</td>
<td>✔️</td>
<td>✔️</td>
<td>☐</td>
</tr>
</tbody>
</table>
Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.


Attest:

President of the Board of Directors

Secretary of the Board of Directors
RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A NEW JOBS TRAINING AGREEMENT, INSTITUTING PROCEEDINGS FOR THE TAKING OF ADDITIONAL ACTION FOR THE ISSUANCE OF NEW JOBS TRAINING CERTIFICATES, AND DIRECTING THE PUBLICATION OF A NOTICE OF INTENTION TO ISSUE NOT TO EXCEED $105,000 AGGREGATE PRINCIPAL AMOUNT OF NEW JOBS TRAINING CERTIFICATES (KREG ENTERPRISES, INC. D/B/A KREG TOOL COMPANY PROJECT #4) OF THE DES MOINES AREA COMMUNITY COLLEGE.

WHEREAS, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, and is authorized and empowered by Chapter 260E of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to issue New Jobs Training Certificates and use the proceeds from the sale of said Certificates to defray all or a portion of the cost of a "New Jobs Training Program" as that term is defined in the Act, including the program costs, the purpose of which is to encourage industry and trade to locate and expand within the State of Iowa (the "State") in order to create jobs and employment opportunities and to improve the economic welfare of the residents of the State; and

WHEREAS, the College is also authorized and empowered by Section 15A.7 of the Code of Iowa, as amended (hereinafter referred to as the "Supplemental Act"), to issue New Jobs Training Certificates under the Supplemental Act and payable from a supplemental new jobs credit from withholding authorized under the Supplemental Act and to use the proceeds from the sale of said Certificates to fund the program services for an additional New Jobs Training Program; and

WHEREAS, the College has undertaken negotiations with respect to a New Jobs Training Program with Kreg Enterprises, Inc. d/b/a Kreg Tool Company (the "Company"), pursuant to the provisions of the Act and the Supplemental Act for the purpose of establishing a job training program, including an additional job training program under the Supplemental Act (hereinafter referred to as the "Project"), to educate and train workers for new jobs with the Company at its facilities located or to be located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

WHEREAS, the Project will include jobs which the Company has agreed will qualify for the supplemental new jobs credit from withholding authorized under the Supplemental Act and the College has determined that the starting wages which the Company has agreed to pay make such jobs eligible for the supplemental new jobs credit from withholding authorized under the Supplemental Act; and
WHEREAS, the College has determined that the amount necessary to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, will require the issuance by the College of not to exceed $105,000 aggregate principal amount of its New Jobs Training Certificates pursuant to the provisions of the Act and the Supplemental Act; and

WHEREAS, it is proposed to finance the cost of the Project through the issuance of not to exceed an aggregate of $105,000 of New Jobs Training Certificates (Kreg Enterprises, Inc. d/b/a Kreg Tool Company Project #4) of the College (the "Certificates"), with $59,000 of the Certificates issued under the Act and $46,000 of the Certificates issued under the Supplemental Act; and

WHEREAS, before the Certificates may be issued, it is necessary to publish a notice of the proposal to issue new jobs training certificates and the right to appeal the decision of the Board of Directors of the College to issue the Certificates pursuant to the provisions of the Act and the Supplemental Act, all as required and provided for by Section 260E.6 of the Act and subsection 4 of the Supplemental Act; and

WHEREAS, an Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Agreement, to provide a new jobs training program for the Company;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

Section 1. That the Secretary of the Board of Directors is hereby directed to give notice of intention to issue the Certificates, stating the amount and purpose thereof, and the Project for which the Certificates are to be issued, by publication at least once in a legal newspaper, printed in the English language published at least once weekly and having a general circulation within the merged area served by the College. The notice shall be in substantially the following form:
NOTICE OF INTENTION TO ISSUE
NEW JOBS TRAINING CERTIFICATES
(KREG ENTERPRISES, INC. D/B/A KREG TOOL COMPANY PROJECT #4)
OF DES MOINES AREA COMMUNITY COLLEGE

Notice is hereby given that the Board of Directors of Des Moines Area Community College intends to issue in the manner required by law not to exceed $105,000 aggregate principal amount of Des Moines Area Community College New Jobs Training Certificates (Kreg Enterprises, Inc. d/b/a Kreg Tool Company Project #4) (the “Certificates”). The Certificates are to be issued pursuant to Chapter 260E and Section 15A.7 of the Iowa Code. The Certificates are to be issued for the purpose of providing funds to pay the costs, including program costs, of new jobs training programs to educate and train workers for new jobs at Kreg Enterprises, Inc. d/b/a Kreg Tool Company in Huxley, Iowa.

The Board of Directors has instituted proceedings and taken further and additional action for the authorization and issuance of the Certificates.

A person may, within fifteen days after the publication of this notice by action in the district court of a county in the area within which the Des Moines Area Community College is located, appeal the decision of the Board of Directors in proposing to issue the Certificates. The action of the Board of Directors in determining to issue the Certificates is final and conclusive unless the district court finds that the Board of Directors has exceeded its legal authority. An action shall not be brought which questions the legality of the Certificates, the power of the Board of Directors to issue the Certificates, the effectiveness of any proceedings relating to the authorization of the Project, or the authorization and issuance of the Certificates from and after fifteen days from the publication of this notice.

This notice is published pursuant to the provisions of Chapter 260E and Section 15A.7 of the Iowa Code.

By Order of the Board of Directors

Secretary of the Board of Directors
Section 2. That the Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Industrial New Jobs Training Agreement, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Industrial New Jobs Training Agreement, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto.

Section 3. That this Board does hereby institute proceedings and take further and additional action for the authorization and issuance in the manner required by law and in accordance with the Act and the Supplemental Act of not to exceed an aggregate of $105,000 of New Jobs Training Certificates (Kreg Enterprises, Inc. d/b/a Kreg Tool Company Project #4) the proceeds of which Certificates will be used to provide funds to pay costs, including program costs, of new jobs training by providing education and training of workers for new jobs at the Company.

Section 4. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 5. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 10th day of February, 2014.

[Signature]
President of the Board of Directors

Attest:

[Signature]
Secretary of the Board of Directors
I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on February 10, 2014, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 10th day of February, 2014.

Secretary of the Board of Directors

- 5 -
IOWA NEW JOBS TRAINING AGREEMENT

between

DES MOINES AREA COMMUNITY COLLEGE
Ankeny, Iowa

and

Kreg Enterprises, Inc. dba Kreg Tool company

Project # 4

Dated as of February 10, 2014
This Iowa New Jobs Training Agreement (the "Agreement") made and entered into as of February 10, 2014 between Des Moines Area Community College (the "Area School"), Ankeny, Iowa and Kreg Enterprises, Inc. dba Kreg Tool Company (the "Employer").

WITNESSETH:

WHEREAS, pursuant to Chapter 260E of the Code of Iowa, as amended (the "Act"), the Area School has determined to enter into this Agreement with Employer for the purpose of establishing a new jobs training program to educate and train certain persons employed by Employer in new jobs; and

WHEREAS, the Area School intends to fund the new jobs training program from the proceeds of the issuance by the Area School of new jobs training certificates (the "Certificates") in accordance with the provisions of the Act; and

WHEREAS, the Certificates will be issued pursuant to the terms of a resolution (the "Resolution") to be adopted by the Board of Directors of the Area School; and

WHEREAS, the Area School and the Employer each have full right and lawful authority to enter into this Agreement and to perform and observe the provisions hereof on their respective parts to be performed and observed;

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE I

REPRESENTATIONS

Section 1.1. The Area School represents and warrants that:

(a) It is duly organized and validly existing under the laws of the State of Iowa (the "State").

(b) It is not in violation of any provisions of the laws of the State which would impair its ability to carry out its obligations hereunder.

(c) It is empowered to enter into the transactions contemplated by this Agreement.
Section 1.2. The Employer represents and warrants that:

(a) It is duly and validly organized and is in good standing under the laws of the [Iowa] and is qualified to do business and is in good standing in the State.

(b) It has full power and authority to execute, deliver and perform this Agreement and all other instruments, if any, given by the Employer to secure its obligations hereunder and to enter into and carry out the transaction contemplated herein. Such execution, delivery and performance are not in contravention of law or Employer's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking or any other restriction, obligation or instrument to which the Employer is a party or by which it is bound. This Agreement has by proper action been duly authorized, executed and delivered by the Employer and all steps necessary have been taken to constitute this Agreement a valid and binding obligation of the Employer.

(c) There is no litigation or proceeding pending, or to the knowledge of the Employer threatened, against the Employer or any other person affecting in any manner whatsoever the right of the Employer to execute this Agreement or to otherwise comply with its obligations contained in this Agreement.

(d) The employees to be covered by this Agreement had not commenced work for the Employer as of the date of the execution of the Preliminary Iowa New Jobs Training Agreement between the Area School and the Employer (the "Preliminary Agreement"), and those employees are or will be employed in new jobs within the meaning of the Act in connection with the expansion of the Employer's business operations.

(e) The Employer is engaged in interstate or intrastate commerce for the purpose of manufacturing, processing or assembling products, conducting research and development, or providing services in interstate commerce, but excluding retail, health or professional services, all within the meaning of the Act.

(f) The Employer will not use any of the funds disbursed to the Employer from the proceeds of the Certificates directly or indirectly to provide any airplane, skybox or other private luxury box, health club facility, facility primarily used for gambling or store the principal business of which is the sale of alcoholic beverages for consumption off premises.
The Employer will not use any of the funds disbursed to the Employer from the proceeds of the Certificates directly or indirectly to finance the purchase of land, facilities or other depreciable property of the Employer or any other person, except the Area School.

The Employer understands that this Agreement is entered into upon the expectation that the new jobs credit from withholding and the incremental property taxes (as defined in the Act), if any have been authorized by the local jurisdiction to fund training certificates for this project, to be provided from the new jobs to be created by the Employer as part of the Project and from the construction and/or remodeling of facilities where the new jobs are created will be in an amount sufficient to fund the Project, including the principal, premium, if any, and interest on the Certificates. These expectations are based solely upon the Employer’s projections, which have not been verified by the Area School and for which the Area School takes no responsibility. In the event that the funds generated by the new jobs credit from withholding and the incremental property taxes are insufficient to fund the Project, including the principal, premium, if any, and interest on the Certificates, the Employer understands that it will be financially responsible for any shortfall and that the Area School shall have no responsibility for such shortfall.

Employer agrees that it shall provide all information requested by the College, the Iowa Department of Economic Development or the Iowa Department of Education for purposes of establishing a consistent and meaningful database to track aggregate wages of employees over time and evaluate the effectiveness of job training programs. Such information shall include the Social Security numbers of all individual employees for which withholding credit is claimed as a part of the Project. Such information shall be provided directly to the College or the Iowa Department of Education upon forms provided by the College or the Department of Economic Development.

The Program Services are for the purpose of providing education and training services to persons to be employed as a part of the Project. The new jobs to be created as a result of the Project will be located at the site legally described on Exhibit “B” attached hereto.
ARTICLE II
PROJECT; PROGRAM SERVICES

Section 2.1. As used herein, references to the "Project" shall include the program services (the "Program Services") and the on-the-job training program for the Employer described on Exhibit "A" attached hereto and incorporated herein by reference, as well as this Agreement and all activities of the Area School in connection herewith. Exhibit "A" shows the number of employees, areas of training, training period and other information with respect to the Project, including the estimated costs of the Project. References herein to "Project Costs" include any costs incurred by the Area School in connection with the Project or authorized by the Area School as a part of the Project. Included as a part of Exhibit "A" and incorporated by reference is a copy of the proposed budget of the Area School and the Employer with respect to the Project. References herein to the "new jobs credit from withholding" shall mean the new jobs credit from withholding authorized in connection with the Project by Section 5 of the Act, and references herein to "incremental property taxes" shall mean the incremental property taxes authorized in connection with the Project by Section 4 of the Act.

Section 2.2. The Area School agrees to provide the Program Services if and to the extent that funds are available to pay the costs of the Program Services from the proceeds of the issuance of the Certificates or from the Employer. The Employer and the Area School will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out in Exhibit "A".

Section 2.3. The Employer agrees to pay or cause to be paid all necessary and incidental costs of the Project, including principal and interest on the Certificates. Such costs shall be paid from amounts in the Project Fund (as hereinafter defined) and from the new jobs credit from withholding with respect to persons employed at the Project and the incremental property taxes produced by the expansion by the Employer as a part of the Project, all as provided in the Act, or from funds of the Employer to the extent that such sources of payment are insufficient to pay all costs of the Project, including principal and interest on the Certificates.

Section 2.4. The term of this Agreement shall not exceed ten (10) years and shall coincide with the period of time over which the Certificates mature and the Project Costs are deferred; provided, however, that this Agreement, and the repayment obligations of the employer shall not terminate until the Certificates have been paid in full.

Section 2.5. The Area School may revise the training curriculum from time to time with the consent of the Employer; provided that no revision shall be made which would change the Project to other than the purposes permitted by the Act.
Section 2.6. The Certificates shall be issued pursuant to the Resolution. The Resolution shall set forth the aggregate principal amount of the Certificates, the rate at which the Certificates bear interest, the maturity of the Certificates, the provisions for redemption of the Certificates, and such other matter, including the security for the Certificates, as the Board of Directors of the Area School shall determine.

Section 2.7. The proceeds from the sale of the Certificates shall be paid to the Area School and deposited in a separate fund established by the Area School (the "Project Fund"). Pending disbursement, the proceeds deposited in the Project Fund, together with any investment earnings thereon, shall be subject to a lien in favor of the holders of the Certificates as provided in the Resolution and may be used for the payment of the principal, premium, if any, and interest on the Certificates. Amounts in the Project Fund and interest earnings thereon shall be disbursed by the Area School for the payment of Project Costs approved by the Area School to the extent not used for the payment of the principal, premium, if any, and interest on the Certificates. The Employer shall not commit any funds in the Project Fund without the prior written approval of the Area School and shall have no right to receive any amounts in the Project Fund except as approved by the Area School.

Section 2.8. In the event that moneys in the Project Fund are not sufficient to pay all costs of the Project, the Employer will, nonetheless, pay all costs of the Project in excess of the moneys in the Project Fund in full from its own funds. If the Employer should pay any portion of such costs, it shall not be entitled to any reimbursement therefore from the Area School; nor shall it be entitled to any abatement, diminution or postponement of the payments required to satisfy the debt service requirements on the Certificates. The Employer will, however, be entitled, to the extent permitted by the Act, to reimbursement of any of its funds used for the payment of Project Costs from the Project Fund when a surplus is attained in the Project Fund and not needed to satisfy the debt service requirements on the Certificates.

Section 2.9. In the event that Certificates are not issued by the Area School, the Employer agrees to pay to the Area School an amount sufficient to reimburse the Area School for all reasonable and necessary expenses incurred by the Area School in connection with the Project, including but not limited to legal fees and any Project Costs incurred to provide training to employees in new jobs as part of the Project.

Section 2.10. Amounts received by the Area School from the new jobs credit from withholding and incremental property taxes with respect to the Project shall be deposited in a separate fund to be held by the Area School (the "Revenue Fund"). The Area School and the Employer agree that amounts in the Revenue Fund shall be pledged by the Area School for the payment of the principal, premium, if any, and interest on the Certificates in accordance with and subject to the provisions of
the resolution. Any interest earnings on the Revenue Fund may be used for the payment of the principal, premium, if any, and interest on the Certificates or as otherwise determined by the Area School.

ARTICLE III

PAYMENTS AND SECURITY

Section 3.1. Upon issuance of the Certificates, the Area School shall provide the Employer with a schedule showing the payments of the principal and interest on the Certificates, provided that the failure to provide such schedule to the Employer shall in no way diminish the liability of the Employer for the payments provided herein to be made by the Employer. In the event that the new jobs credit from withholding with respect to persons employed at the Project and the incremental property taxes produced by the expansion by the Employer as a part of the Project are insufficient for the payment of each payment of principal and interest on the Certificates on the date when due, the Employer shall make, or cause to be made, payments to the Area School in the amount of any such deficiency not later than the date when such principal and interest are due on the Certificates. In any event, the sum of all payments under this Agreement shall be sufficient to pay the total amount due with respect to such principal and interest on the Certificates as and when due. The Employer shall not be entitled to any reimbursement for any payments made by it for purposes of paying principal and interest on the Certificates and shall not under any circumstances be entitled to any right of set-off with respect to payments due hereunder.

Section 3.2. The Employer shall make, or cause to be made, all payments required hereunder directly to the Area School at its principal office for application to the payment of the corresponding installments of principal, premium, if any, and interest on the Certificates.

Section 3.3. The obligations of the Employer to make payments shall be absolute and unconditional upon issuance of the Certificates, and the Employer shall make such payments without abatement, diminution or deduction regardless of any cause or circumstances whatsoever including, without limitation, any defense, set-off, recoupment or counterclaim which the Employer may have or assert against the Area School or any other person.

Section 3.4. To secure the payment by the Employer of the payments required hereunder and compliance by the Employer with all the terms, provisions and conditions hereof, the Employer agrees that the new jobs credit from withholding and the incremental property taxes shall be pledged for payment of the principal, premium, if any, and interest on the Certificates as provided by the resolution. The Employer further agrees that the payments required to be made by it hereunder are a lien upon the Employer's business property in the State of Iowa, including specifically the property described on Exhibit "B" attached hereto, until paid and
have equal precedence with ordinary taxes and shall not be divested by a judicial sale. Property subject to this lien may be sold for sums due and delinquent at a tax sale, with the same forfeitures, penalties and consequences as for the nonpayment of ordinary taxes. The purchaser at any such tax sale shall obtain the property subject to the remaining payments.

ARTICLE IV

EVENTS OF DEFAULT AND REMEDIES

Section 4.1. Each of the following shall constitute an "event of default" hereunder:

(a) The Employer shall fail to make any payment required to be made by the Employer on or prior to the date on which such payment is due and payable and such failure continues for a period of five (5) business days thereafter.

(b) The Employer shall fail to observe and perform any other agreement, term or condition contained in this Agreement, if such failure continues for a period of thirty (30) days after notice of such failure is given to the Employer by the Area School, or for such longer period as the Area School may agree to in writing; provided, that if the failure is of such nature that it cannot be corrected within the applicable period, such failure shall not constitute an event of default so long as the Employer institutes curative action within the applicable period and diligently pursues such action to completion.

(c) The Employer shall (i) admit in writing its inability to pay its debts generally as they become due; (ii) have an order for relief entered in any case commenced by or against it under the federal bankruptcy laws, as now or hereafter in effect; (iii) commence a proceeding under any other federal or state bankruptcy, insolvency, reorganization or other similar law, or have such a proceeding commenced against it and either have an order of insolvency or reorganization entered against it or have the proceeding remain undismissed and unstayed for 90 days; (iv) make an assignment for the benefit of creditors; or (v) have a receiver or trustee appointed for it or for the whole or any substantial part of its property.

(d) Any representation or warranty made by the Employer herein or any statement in any report, certificate, financial statement or other instrument furnished in connection with this Agreement or in connection with the sale of the Certificates shall at any time prove to have been false or misleading in any material respect when made or given.

(e) The Employer shall cease operations at the Project Site.
Upon the happening of an event of default specified in (c) above, all obligations of the Employer hereunder shall be and become immediately due and payable, and upon the happening of any other event of default the Area School may declare all obligations of the Employer hereunder to be immediately due and payable by written notice to the Employer, and upon the giving of such notice such obligations shall be and become immediately due and payable without any further action by the Area School.

The declaration of an event of default under Subsection (c) above, and the exercise of remedies upon any such declaration shall be subject to any applicable limitations of federal bankruptcy law affecting or precluding such declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation or reorganization proceedings.

Section 4.2. Whenever an event of default shall have happened and be continuing, the Area School may take whatever action at law or in equity may appear necessary or desirable to collect the payments due and other amounts then due and thereafter to become due under this Agreement, or to enforce performance and observance of any other obligation or agreement of the Employer under this Agreement. Notwithstanding the foregoing, the Area School shall not be obligated to take any step which in its opinion will or might cause it to expend time or money or otherwise incur liability unless and until a satisfactory indemnity bond has been furnished to the Area School at no cost or expense to the Area School. Any amounts collected as payments or applicable to payments and any other amounts which would be applicable to payment of principal and premium, if any, and interest on the Certificates collected pursuant to action taken under this Section shall be paid to the holders of the Certificates for application to such payment.

Section 4.3. No remedy conferred upon or reserved to the Area School by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Area School to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 4.4. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.
ARTICLE V
MISCELLANEOUS

Section 5.1. All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate notice address as follows:

If to the Area School: Robert Denson, President
Des Moines Area Community College
2006 S. Ankeny Blvd.
Ankeny, Iowa 50023

If to the Employer: Todd Sommerfeld
Kreg Tool Company
201 Campus Drive
Huxley, IA 50124

Employer and the Area School may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 5.2. All covenants, stipulations, obligations and agreements of the Area School contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Area School or the Board of Directors of the Area School other than in his official capacity. Neither the members of the Board of Directors of the Area School nor any official of the Area School executing the Certificates shall be liable personally on the Certificates or be subject to any personal liability or accountability by reason of the issuance thereof or by reason of the covenants, stipulations, obligations or agreements of the Area School contained in this Agreement, the Resolution or the Certificates.

Section 5.3. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the Area School, the Employer and their respective permitted successors and assigns provided that this Agreement may not be assigned by the Employer and may not be assigned by the Area School except as may be necessary to enforce or secure payment of the principal, premium, if any, and interest on the Certificates.

Section 5.4. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.
Section 5.5. If any provision of this Agreement, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken hereunder or any application hereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into or taken hereunder, or any other application hereof, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall such illegality or invalidity or any application hereof affect any legal and valid application hereof, and each such provision, covenant, stipulation, obligation, agreement, act or action, or part shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 5.6. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

Section 5.7. The Area School agrees to use its best efforts to sell and issue the Certificates and the Employer agrees that it will cooperate with the Area School to provide any necessary financial information in connection with the sale of the Certificates. It is understood and agreed that if the Certificates are not marketed and, in the sole discretion of the Area School, are not marketable within a reasonable time, this Agreement and the Project shall be terminated. In such event, the Employer shall continue to be liable for Project Costs previously incurred as provided in Section 2.9 hereof.

Section 5.8. The Employer agrees to keep its business property where the Project will be located continuously insured, in an amount at least equal to the total amount of the Certificates outstanding, against loss or damage by fire, lightning, such other perils as are covered by standard “extended coverage” endorsements, vandalism and malicious mischief and containing customary loss deductible provisions. If loss or damage occurs and the Employer determines not to rebuild or restore its business property to its former condition, the Employer agrees to cause the insurance proceeds to be applied to the payment of principal and interest on the Certificates.

Section 5.9. Employer agrees to indemnify and hold harmless the Area School from and against any and all claims, demands, liabilities, losses, costs and expenses asserted against the Area School by any third party or any employee, agent or subcontractor of the Employer, including reasonable costs, collection expenses, attorney’s fees, and court costs which may arise because of any act of omission or commission, negligence, misconduct or other fault of Employer or Employer’s employees, agents or subcontractors, associated directly or indirectly with this Agreement. This provision shall survive termination of this Agreement.
Section 5.10. This Agreement shall supplement the Preliminary Agreement which, except as modified herein, is hereby ratified and confirmed and together this Agreement and the Preliminary Agreement shall constitute one agreement between the Employer and the Area School with respect to the Project. Except for the Preliminary Agreement, the entire agreement of the parties is contained in this document and any certificates of the parties given in connection herewith. Oral or written statements which are not contained herein or in such certificates are hereby rendered null, void and of no effect.

ARTICLE VI

SUPPLEMENTAL NEW JOBS CREDIT FROM WITHHOLDING

☐ Check here if this Article is to be a part of this Agreement; if the box is not checked, this Article shall be disregarded.

Section 6.1. The Employer and the Area School agree to a supplemental new jobs credit from withholding (the "Supplemental New Jobs Credit from Withholding") in accordance with Section 15A.7 of the Code of Iowa, as amended. The Supplemental New Jobs Credit from Withholding shall be used to fund the additional project described on Exhibit "A" attached hereto (the "Additional Project"). Exhibit A also sets forth the jobs to which the Supplemental New Jobs Credit from Withholding shall apply. The Supplemental New Jobs Credit from Withholding shall be in an amount equal to one and one-half percent of the gross wages paid for such jobs by the Employer pursuant to Section 422.16 of the Code of Iowa, as amended, and such amount is authorized to fund the Program Services described on Exhibit "A" attached hereto for the Additional Project.

Section 6.2. The Supplemental New Jobs Credit from Withholding shall be collected, accounted for, and may be pledged by the Area School in the same manner as described in Section 260E.5 of the Code of Iowa, as amended.

Section 6.3. The Additional Project to be funded from the Supplemental New Jobs Credit from Withholding shall be administered in the same manner as a project under the Act.

Section 6.4. The Employer agrees to pay wages for the jobs for which the Supplemental New Jobs Credit from Withholding is taken of at least the average county wage or average regional wage, whichever is lower, as compiled annually by the Iowa Department of Economic Development for the community economic betterment program. The average regional wage shall be based on the service delivery areas set forth in Section 84B.2 of the Code of Iowa, as amended. Eligibility for the Supplemental New Jobs Credit from Withholding shall be based solely on a one-time determination of starting wages by the Area School.
Section 6.5. In order to provide funds for the payment of the costs of the Additional Project, the Area School may borrow money, issue and sell certificates, and secure the payment of the certificates in the same manner as described in Section 260E.6 of the Code of Iowa, as amended, including, but not limited to, providing the assessment of an annual levy as described in Section 260E.6, subsection 4. The Additional Program and the Supplemental New Jobs Credit from Withholding are in addition to, and not in lieu of, the program and credit authorized in the Act.

Section 6.6. All other provisions of this Agreement, including specifically the provisions of Article III hereof with respect to payments by the Employer and security for the Employer's obligations, shall apply to the Additional Program, the Supplemental New Jobs Credit from Withholding, and the certificates to be issued to provide the funding for the Additional Program.
IN WITNESS WHEREOF, the Area School and the Employer have caused this Agreement to be duly executed in their respective names by their duly authorized officers, all as of the date hereinabove written.

[END OF TEXT]
TRAINING PLAN
AND
BUDGET
FOR
Kreg Tool Company
PROJECT #4

November 2013

Prepared By:
Jeff Janes
Business Consultant
DMACC Business Resources
Des Moines Area Community College
# COMPANY BACKGROUND

Kreg Tool Company in Huxley, IA offers a full-line of pocket hole tools. Craig Sommerfeld invented the first manual pocket hole jig for use in building his home cabinets and by 1990 was producing Kreg's first commercially available product. In 2003, Kreg Tool diversified its product offerings by adding a category of products named Precision Measuring Systems.

# LOCATION OF PROJECT

201 Campus Drive, Huxley, IA 50124

# BASE HEAD COUNT

138

# NUMBER OF NEW POSITIONS

12

# PREVIOUS PROJECTS

- Project 1 in 2007
- Project 2 in 2010
- Project 3 in 2012

# SUPPLEMENTAL INFORMATION

7 of the 12 new jobs will be paid a wage greater than the 2014 Huxley Laborshed wage of $18.34 per hour.

# PRELIMINARY DATE

7/30/13

# PROJECT END DATE

May 2017
<table>
<thead>
<tr>
<th>TITLE</th>
<th>NUMBER OF POSITIONS</th>
<th>HOURLY WAGE</th>
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</thead>
<tbody>
<tr>
<td>*Production Manager</td>
<td>1</td>
<td>38.46</td>
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<tr>
<td>*Manager of Business Process Improvement</td>
<td>1</td>
<td>38.46</td>
</tr>
<tr>
<td>*Industrial Engineer</td>
<td>1</td>
<td>36.06</td>
</tr>
<tr>
<td>*Cost Analyst</td>
<td>1</td>
<td>31.25</td>
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<tr>
<td>*Associate Product Manager</td>
<td>1</td>
<td>26.44</td>
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<tr>
<td>*Accounting Supervisor</td>
<td>1</td>
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<tr>
<td>*Copy Social Media Specialist</td>
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<td>21.63</td>
</tr>
<tr>
<td>Customer Service Representative</td>
<td>2</td>
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<tr>
<td>Shipping Clerk</td>
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<tr>
<td>Packaging Assembler</td>
<td>2</td>
<td>10.00</td>
</tr>
</tbody>
</table>

* Denotes jobs that receive the supplemental 1.5%
TRAINING BUDGET
FOR
Kreg Tool Company
PROJECT #4

The training fund is generated by a credit to new jobs withholding taxes under the provision of HF 623, Iowa Code 260E, and through the supplemental New jobs Credit from Withholding (section 15.S.7 of the Iowa Code, as amended).

The training plan details the specific allocation of the training funds in this budget.

I. JOB SKILL TRAINING $70,000

II. SUPERVISORY SKILLS $4,590

III. TRAINING MATERIALS $5,000

IV. DMACC FEE $

V. ON THE JOB TRAINING $

TOTAL TRAINING BUDGET $79,590

The training began 7/30/13 and will continue to May 2014.

Upon receipt of proper documentation, reimbursement to Kreg Tool Company for training expenses will be made if the requests meet the guidelines of Iowa Code 260E, DMACC and this training plan.

This plan and budget may be revised to meet the changing training needs of Kreg Tool Company with written consent of the company and DMACC. Any revision will be filed to adjust this original plan.
LEGAL DESCRIPTION OF PROJECT SITE

Parcel: 000 13 26 240 235
Tax District: 106
Legal Description: HDC Plat 1 Lot 5 and Railroad SD #2 Lot 23
Section: 26 Township: 0 Range: 0

DESCRIPTION OF PERSONAL PROPERTY

This project is funded solely from the diversion of Iowa withholdings on new positions.
# TRAINING PLAN

**COMPANY:** Kreg Tool Company  
**PROJECT #4**

<table>
<thead>
<tr>
<th>IDENTIFIED NEEDS AND EXPLANATION</th>
<th>ANTICIPATED PROJECT OUTCOMES</th>
<th>IMPLEMENTATION PLAN</th>
<th>TOTAL COST</th>
<th>JOB SKILL I</th>
<th>SUPERVISORY TRAINING II</th>
<th>TRAINING MATERIALS III</th>
<th>OJT</th>
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</thead>
</table>
| **Business Specific Technical Training** Kreg Tool is in a unique industry that requires its employees to have proper training regarding woodworking and woodworking tools. | Expected Outcomes:  
- understanding of wood tool industry  
- knowledge of equipment used in the woodworking industry. | Kreg Tool Company will work to pursue training as it relates to wood tools. This may include visits to conferences and/or trade shows where employees can obtain training as it relates to customers, competitors, and new technology. May include materials, travel, lodging, and training events. | $25,000.00 | 20,000.00 | | | 5,000.00 |
| **Professional Skill Development** Kreg Tool Company workers to have a variety of skills in order for them to perform their jobs effectively within a team environment. These skills are needed for supervisors and managers all the way through to front-line employees. | The company expects:  
- communication skills among its employees to be at a high level  
- employees to have the proper skills to help the organization grow.  
- the ability for employees to manage time and projects efficiently. | Training may be provided in the way of classes, seminars, consulting, and/or conferences and may cover a variety of topics. Topics may include time management, project management, industry specific training, and/or product knowledge. Materials such as videos, software, hardware, books, and travel and lodging may be included. | $15,000.00 | 15,000.00 | | | |
| **Safety Training** To ensure a safe work environment, Kreg Tool Company needs to develop its safety program and provide training to its employees. | Expected outcomes:  
- keep workplace accidents at a minimum.  
- an environment that values safety and works to promote the welfare of the employees. | DMACC and/or outside vendors to help the company identify safety improvements and provide training. Training may be provided through classes, seminars, or consulting. May include occupational safety and health training for managers and new employees. | $5,000.00 | 5,000.00 | | | |

**TOTAL**  
$45,000.00  
40,000.00  
0.00  
5,000.00  
0.00
## Computer Skills Training

Computer hardware and software skills are needed to help employees do their jobs more efficiently and effectively. Well-trained employees in this area will be better able to provide good customer service, and this will help the business grow.

### Expected Outcomes:
- Ability to maintain computer hardware.
- Employees with the ability to use software to do their jobs more effectively.

### Implementation Plan

**Training may be provided through classes, seminars, or conferences. May include Microsoft products training such as Excel, Word, PowerPoint, and training that may help obtain certifications. Costs may include registration, travel, lodging, and/or materials.**

### Cost

- Computer hardware and software: $10,000.00
- Total: $45,000.00

### Project Outcomes

- Cost of materials: $0.00
- Job skill I: $40,000.00
- Supervisory Training II: $0.00
- Training Materials III: $5,000.00
- OJT: $0.00

---

## Continuous Improvement Training

Kreg Tool is in a very competitive industry, and it’s important that they make their processes and procedures efficient as possible. This will allow them to be more profitable and may help foster further growth.

### Expected Outcomes:
- Identify areas where processes can be streamlined.
- Create processes to increase profitability.
- Eliminate waste.
- Improve quality.

### Implementation Plan

**Lean Operations, Workplace Lean, and other continuous improvement methods to improve processes, eliminate waste, and improve quality. Lean 101, Workplace Lean, and/or ISO training may be included. Materials and other related expenses may also be included.**

### Cost

- Total: $20,000.00

### Project Outcomes

- Cost of materials: $0.00
- Job skill I: $20,000.00
- Supervisory Training II: $0.00
- Training Materials III: $0.00
- OJT: $0.00

---

## Management/Supervisory Training

Kreg Tool knows and understands that managers and supervisors need to have special abilities and skills to effectively lead the company. They need to be able to coach and counsel employees towards actions that will help the company achieve its goals.

### Expected Outcomes:
- Managers skilled in diversity issues.
- Leaders who have good interpersonal skills.
- Managers who communicate well.
- Ability for managers to foster a team environment.
- Managers who will help lead and set the direction of the company.

### Implementation Plan

**DMACC and/or outside vendors to provide training. Training may be delivered in the way of classes, seminars, and/or conferences. May include project management training, team building, conflict resolution. Materials to support this training may also be included, such as books, videotapes, and software.**

### Cost

- Total: $4,590.00

### Project Outcomes

- Cost of materials: $0.00
- Job skill I: $4,590.00
- Supervisory Training II: $0.00
- Training Materials III: $5,000.00
- OJT: $0.00
The Board of Directors of the Des Moines Area Community College met in regular session on the 10th day of February, 2014, at 4:00 p.m., at the DMACC Commons Building on the campus of the College in Ankeny, Iowa. The meeting was called to order and there were present, either in person or by telephone conference call, the following named Board Members:

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<thead>
<tr>
<th>Name</th>
<th>Present</th>
<th>Absent</th>
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<tbody>
<tr>
<td>Joseph Pugel, President</td>
<td>✔️</td>
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<tr>
<td>Jeff Hall</td>
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<td>✔️</td>
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<td>Kevin Halterman</td>
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<td>Madelyn Tursi</td>
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<td>Carl Metzger</td>
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<td>Jim Knott</td>
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<td>Cheryl Langston</td>
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Matters were discussed concerning a New Jobs Training Agreement between the College and Rural Soluxions LLC. Following a discussion of the proposal, there was introduced and caused to be read a resolution entitled "A Resolution Approving the Form and Content and Execution and Delivery of a New Jobs Training Agreement, Instituting Proceedings for the Taking of Additional Action for the Issuance of New Jobs Training Certificates, and Directing the Publication of a Notice of Intention to Issue Not to Exceed $180,000 Aggregate Principal Amount of New Jobs Training Certificates (Rural Soluxions LLC Project #3) of the Des Moines Area Community College." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

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<thead>
<tr>
<th>Name</th>
<th>Moved</th>
<th>Seconded</th>
<th>Aye</th>
<th>Nay</th>
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<tr>
<td>Joseph Pugel</td>
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Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

*****

[Signature]
President of the Board of Directors

Attest:

[Signature]
Secretary of the Board of Directors
RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A NEW JOBS TRAINING AGREEMENT, INSTITUTING PROCEEDINGS FOR THE TAKING OF ADDITIONAL ACTION FOR THE ISSUANCE OF NEW JOBS TRAINING CERTIFICATES, AND DIRECTING THE PUBLICATION OF A NOTICE OF INTENTION TO ISSUE NOT TO EXCEED $180,000 AGGREGATE PRINCIPAL AMOUNT OF NEW JOBS TRAINING CERTIFICATES (RURAL SOLUXIONS LLC PROJECT #3) OF THE DES MOINES AREA COMMUNITY COLLEGE.

WHEREAS, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, and is authorized and empowered by Chapter 260E of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to issue New Jobs Training Certificates and use the proceeds from the sale of said Certificates to defray all or a portion of the cost of a "New Jobs Training Program" as that term is defined in the Act, including the program costs, the purpose of which is to encourage industry and trade to locate and expand within the State of Iowa (the "State") in order to create jobs and employment opportunities and to improve the economic welfare of the residents of the State; and

WHEREAS, the College is also authorized and empowered by Section 15A.7 of the Code of Iowa, as amended (hereinafter referred to as the "Supplemental Act"), to issue New Jobs Training Certificates under the Supplemental Act and payable from a supplemental new jobs credit from withholding authorized under the Supplemental Act and to use the proceeds from the sale of said Certificates to fund the program services for an additional New Jobs Training Program; and

WHEREAS, the College has undertaken negotiations with respect to a New Jobs Training Program with Rural Soluxions LLC (the "Company"), pursuant to the provisions of the Act and the Supplemental Act for the purpose of establishing a job training program, including an additional job training program under the Supplemental Act (hereinafter referred to as the "Project"), to educate and train workers for new jobs with the Company at its facilities located or to be located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

WHEREAS, the Project will include jobs which the Company has agreed will qualify for the supplemental new jobs credit from withholding authorized under the Supplemental Act and the College has determined that the starting wages which the Company has agreed to pay make such jobs eligible for the supplemental new jobs credit from withholding authorized under the Supplemental Act; and

WHEREAS, the College has determined that the amount necessary to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, will require
the issuance by the College of not to exceed $180,000 aggregate principal amount of its New Jobs Training Certificates pursuant to the provisions of the Act and the Supplemental Act; and

WHEREAS, it is proposed to finance the cost of the Project through the issuance of not to exceed an aggregate of $180,000 of New Jobs Training Certificates (Rural Soluxions LLC Project #3) of the College (the "Certificates"), with $100,000 of the Certificates issued under the Act and $80,000 of the Certificates issued under the Supplemental Act; and

WHEREAS, before the Certificates may be issued, it is necessary to publish a notice of the proposal to issue new jobs training certificates and the right to appeal the decision of the Board of Directors of the College to issue the Certificates pursuant to the provisions of the Act and the Supplemental Act, all as required and provided for by Section 260E.6 of the Act and subsection 4 of the Supplemental Act; and

WHEREAS, an Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Agreement, to provide a new jobs training program for the Company;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

Section 1. That the Secretary of the Board of Directors is hereby directed to give notice of intention to issue the Certificates, stating the amount and purpose thereof, and the Project for which the Certificates are to be issued, by publication at least once in a legal newspaper, printed in the English language published at least once weekly and having a general circulation within the merged area served by the College. The notice shall be in substantially the following form:
NOTICE OF INTENTION TO ISSUE
NEW JOBS TRAINING CERTIFICATES
(RURAL SOLUXIONS LLC PROJECT #3)
OF DES MOINES AREA COMMUNITY COLLEGE

Notice is hereby given that the Board of Directors of Des Moines Area Community College intends to issue in the manner required by law not to exceed $180,000 aggregate principal amount of Des Moines Area Community College New Jobs Training Certificates (Rural Soluxions LLC Project #3) (the “Certificates”). The Certificates are to be issued pursuant to Chapter 260E and Section 15A.7 of the Iowa Code. The Certificates are to be issued for the purpose of providing funds to pay the costs, including program costs, of new jobs training programs to educate and train workers for new jobs at Rural Soluxions LLC in Ames, Iowa.

The Board of Directors has instituted proceedings and taken further and additional action for the authorization and issuance of the Certificates.

A person may, within fifteen days after the publication of this notice by action in the district court of a county in the area within which the Des Moines Area Community College is located, appeal the decision of the Board of Directors in proposing to issue the Certificates. The action of the Board of Directors in determining to issue the Certificates is final and conclusive unless the district court finds that the Board of Directors has exceeded its legal authority. An action shall not be brought which questions the legality of the Certificates, the power of the Board of Directors to issue the Certificates, the effectiveness of any proceedings relating to the authorization of the Project, or the authorization and issuance of the Certificates from and after fifteen days from the publication of this notice.

This notice is published pursuant to the provisions of Chapter 260E and Section 15A.7 of the Iowa Code.

By Order of the Board of Directors

[Signature]
Secretary of the Board of Directors
Section 2. That the Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Industrial New Jobs Training Agreement, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Industrial New Jobs Training Agreement, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto.

Section 3. That this Board does hereby institute proceedings and take further and additional action for the authorization and issuance in the manner required by law and in accordance with the Act and the Supplemental Act of not to exceed an aggregate of $180,000 of New Jobs Training Certificates (Rural Soluxions L.L.C Project #3) the proceeds of which Certificates will be used to provide funds to pay costs, including program costs, of new jobs training by providing education and training of workers for new jobs at the Company.

Section 4. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 5. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 10th day of February, 2014.

[Signature]
President of the Board of Directors

Attest:
[Signature]
Secretary of the Board of Directors
I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on February 10, 2014, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 10th day of February, 2014.

[Signature]

Secretary of the Board of Directors
IOWA NEW JOBS
TRAINING AGREEMENT

between

DES MOINES AREA COMMUNITY COLLEGE
Ankeny, Iowa

and

Rural Soluxions LLC

Project #  3

Dated as of  February 10, 2014
IOWA NEW JOBS TRAINING AGREEMENT

This Iowa New Jobs Training Agreement (the "Agreement") made and entered into as of February 10, 2014 between Des Moines Area Community College (the "Area School"), Ankeny, Iowa and Rural Soluxions LLC (the "Employer").

WITNESSETH:

WHEREAS, pursuant to Chapter 260E of the Code of Iowa, as amended (the "Act"), the Area School has determined to enter into this Agreement with Employer for the purpose of establishing a new jobs training program to educate and train certain persons employed by Employer in new jobs; and

WHEREAS, the Area School intends to fund the new jobs training program from the proceeds of the issuance by the Area School of new jobs training certificates (the "Certificates") in accordance with the provisions of the Act; and

WHEREAS, the Certificates will be issued pursuant to the terms of a resolution (the "Resolution") to be adopted by the Board of Directors of the Area School; and

WHEREAS, the Area School and the Employer each have full right and lawful authority to enter into this Agreement and to perform and observe the provisions hereof on their respective parts to be performed and observed;

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE I

REPRESENTATIONS

Section 1.1. The Area School represents and warrants that:

(a) It is duly organized and validly existing under the laws of the State of Iowa (the "State").

(b) It is not in violation of any provisions of the laws of the State which would impair its ability to carry out its obligations hereunder.

(c) It is empowered to enter into the transactions contemplated by this Agreement.
(d) It will do all things in its power required of it in order to maintain its existence through the term of this Agreement or in order to assure the assumption of its obligations hereunder by any successor public body.

Section 1.2. The Employer represents and warrants that:

(a) It is duly and validly organized and is in good standing under the laws of the ______Iowa______________ and is qualified to do business and is in good standing in the State.

(b) It has full power and authority to execute, deliver and perform this Agreement and all other instruments, if any, given by the Employer to secure its obligations hereunder and to enter into and carry out the transaction contemplated herein. Such execution, delivery and performance are not in contravention of law or Employer's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking or any other restriction, obligation or instrument to which the Employer is a party or by which it is bound. This Agreement has by proper action been duly authorized, executed and delivered by the Employer and all steps necessary have been taken to constitute this Agreement a valid and binding obligation of the Employer.

(c) There is no litigation or proceeding pending, or to the knowledge of the Employer threatened, against the Employer or any other person affecting in any manner whatsoever the right of the Employer to execute this Agreement or to otherwise comply with its obligations contained in this Agreement.

(d) The employees to be covered by this Agreement had not commenced work for the Employer as of the date of the execution of the Preliminary Iowa New Jobs Training Agreement between the Area School and the Employer (the "Preliminary Agreement"), and those employees are or will be employed in new jobs within the meaning of the Act in connection with the expansion of the Employer's business operations.

(e) The Employer is engaged in interstate or intrastate commerce for the purpose of manufacturing, processing or assembling products, conducting research and development, or providing services in interstate commerce, but excluding retail, health or professional services, all within the meaning of the Act.

(f) The Employer will not use any of the funds disbursed to the Employer from the proceeds of the Certificates directly or indirectly to provide any airplane, skybox or other private luxury box, health club facility, facility primarily used for gambling or store the principal business of which is the sale of alcoholic beverages for consumption off premises.
(g) The Employer will not use any of the funds disbursed to the Employer from the proceeds of the Certificates directly or indirectly to finance the purchase of land, facilities or other depreciable property of the Employer or any other person, except the Area School.

(h) The Employer understands that this Agreement is entered into upon the expectation that the new jobs credit from withholding and the incremental property taxes (as defined in the Act), if any have been authorized by the local jurisdiction to fund training certificates for this project, to be provided from the new jobs to be created by the Employer as part of the Project and from the construction and/or remodeling of facilities where the new jobs are created will be in an amount sufficient to fund the Project, including the principal, premium, if any, and interest on the Certificates. These expectations are based solely upon the Employer's projections, which have not been verified by the Area School and for which the Area School takes no responsibility. In the event that the funds generated by the new jobs credit from withholding and the incremental property taxes are insufficient to fund the Project, including the principal, premium, if any, and interest on the Certificates, the Employer understands that it will be financially responsible for any shortfall and that the Area School shall have no responsibility for such shortfall.

(i) Employer agrees that it shall provide all information requested by the College, the Iowa Department of Economic Development or the Iowa Department of Education for purposes of establishing a consistent and meaningful database to track aggregate wages of employees over time and evaluate the effectiveness of job training programs. Such information shall include the Social Security numbers of all individual employees for which withholding credit is claimed as a part of the Project. Such information shall be provided directly to the College or the Iowa Department of Education upon forms provided by the College or the Department of Economic Development.

(j) The Program Services are for the purpose of providing education and training services to persons to be employed as a part of the Project. The new jobs to be created as a result of the Project will be located at the site legally described on Exhibit "B" attached hereto.
ARTICLE II
PROJECT; PROGRAM SERVICES

Section 2.1. As used herein, references to the "Project" shall include the program services (the "Program Services") and the on-the-job training program for the Employer described on Exhibit "A" attached hereto and incorporated herein by reference, as well as this Agreement and all activities of the Area School in connection herewith. Exhibit "A" shows the number of employees, areas of training, training period and other information with respect to the Project, including the estimated costs of the Project. References herein to "Project Costs" include any costs incurred by the Area School in connection with the Project or authorized by the Area School as a part of the Project. Included as a part of Exhibit "A" and incorporated by reference is a copy of the proposed budget of the Area School and the Employer with respect to the Project. References herein to the "new jobs credit from withholding" shall mean the new jobs credit from withholding authorized in connection with the Project by Section 5 of the Act, and references herein to "incremental property taxes" shall mean the incremental property taxes authorized in connection with the Project by Section 4 of the Act.

Section 2.2. The Area School agrees to provide the Program Services if and to the extent that funds are available to pay the costs of the Program Services from the proceeds of the issuance of the Certificates or from the Employer. The Employer and the Area School will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out in Exhibit "A".

Section 2.3. The Employer agrees to pay or cause to be paid all necessary and incidental costs of the Project, including principal and interest on the Certificates. Such costs shall be paid from amounts in the Project Fund (as hereinafter defined) and from the new jobs credit from withholding with respect to persons employed at the Project and the incremental property taxes produced by the expansion by the Employer as a part of the Project, all as provided in the Act, or from funds of the Employer to the extent that such sources of payment are insufficient to pay all costs of the Project, including principal and interest on the Certificates.

Section 2.4. The term of this Agreement shall not exceed ten (10) years and shall coincide with the period of time over which the Certificates mature and the Project Costs are deferred; provided, however, that this Agreement, and the repayment obligations of the employer shall not terminate until the Certificates have been paid in full.

Section 2.5. The Area School may revise the training curriculum from time to time with the consent of the Employer: provided that no revision shall be made which would change the Project to other than the purposes permitted by the Act.
Section 2.6. The Certificates shall be issued pursuant to the Resolution. The Resolution shall set forth the aggregate principal amount of the Certificates, the rate at which the Certificates bear interest, the maturity of the Certificates, the provisions for redemption of the Certificates, and such other matter, including the security for the Certificates, as the Board of Directors of the Area School shall determine.

Section 2.7. The proceeds from the sale of the Certificates shall be paid to the Area School and deposited in a separate fund established by the Area School (the "Project Fund"). Pending disbursement, the proceeds deposited in the Project Fund, together with any investment earnings thereon, shall be subject to a lien in favor of the holders of the Certificates as provided in the Resolution and may be used for the payment of the principal, premium, if any, and interest on the Certificates. Amounts in the Project Fund and interest earnings thereon shall be disbursed by the Area School for the payment of Project Costs approved by the Area School to the extent not used for the payment of the principal, premium, if any, and interest on the Certificates. The Employer shall not commit any funds in the Project Fund without the prior written approval of the Area School and shall have no right to receive any amounts in the Project Fund except as approved by the Area School.

Section 2.8. In the event that moneys in the Project Fund are not sufficient to pay all costs of the Project, the Employer will, nonetheless, pay all costs of the Project in excess of the moneys in the Project Fund in full from its own funds. If the Employer should pay any portion of such costs, it shall not be entitled to any reimbursement therefore from the Area School; nor shall it be entitled to any abatement, diminution or postponement of the payments required to satisfy the debt service requirements on the Certificates. The Employer will, however, be entitled, to the extent permitted by the Act, to reimbursement of any of its funds used for the payment of Project Costs from the Project Fund when a surplus is attained in the Project Fund and not needed to satisfy the debt service requirements on the Certificates.

Section 2.9. In the event that Certificates are not issued by the Area School, the Employer agrees to pay to the Area School an amount sufficient to reimburse the Area School for all reasonable and necessary expenses incurred by the Area School in connection with the Project, including but not limited to legal fees and any Project Costs incurred to provide training to employees in new jobs as part of the Project.

Section 2.10. Amounts received by the Area School from the new jobs credit from withholding and incremental property taxes with respect to the Project shall be deposited in a separate fund to be held by the Area School (the "Revenue Fund"). The Area School and the Employer agree that amounts in the Revenue Fund shall be pledged by the Area School for the payment of the principal, premium, if any, and interest on the Certificates in accordance with and subject to the provisions of
the resolution. Any interest earnings on the Revenue Fund may be used for the payment of the principal, premium, if any, and interest on the Certificates or as otherwise determined by the Area School.

ARTICLE III

PAYMENTS AND SECURITY

Section 3.1. Upon issuance of the Certificates, the Area School shall provide the Employer with a schedule showing the payments of the principal and interest on the Certificates, provided that the failure to provide such schedule to the Employer shall in no way diminish the liability of the Employer for the payments provided herein to be made by the Employer. In the event that the new jobs credit from withholding with respect to persons employed at the Project and the incremental property taxes produced by the expansion by the Employer as a part of the Project are insufficient for the payment of each payment of principal and interest on the Certificates on the date when due, the Employer shall make, or cause to be made, payments to the Area School in the amount of any such deficiency not later than the date when such principal and interest are due on the Certificates. In any event, the sum of all payments under this Agreement shall be sufficient to pay the total amount due with respect to such principal of and interest on the Certificates as and when due. The Employer shall not be entitled to any reimbursement for any payments made by it for purposes of paying principal and interest on the Certificates and shall not under any circumstances be entitled to any right of set-off with respect to payments due hereunder.

Section 3.2. The Employer shall make, or cause to be made, all payments required hereunder directly to the Area School at its principal office for application to the payment of the corresponding installments of principal, premium, if any, and interest on the Certificates.

Section 3.3. The obligations of the Employer to make payments shall be absolute and unconditional upon issuance of the Certificates, and the Employer shall make such payments without abatement, diminution or deduction regardless of any cause or circumstances whatsoever including, without limitation, any defense, set-off, recoupment or counterclaim which the Employer may have or assert against the Area School or any other person.

Section 3.4. To secure the payment by the Employer of the payments required hereunder and compliance by the Employer with all the terms, provisions and conditions hereof, the Employer agrees that the new jobs credit from withholding and the incremental property taxes shall be pledged for payment of the principal, premium, if any, and interest on the Certificates as provided by the resolution. The Employer further agrees that the payments required to be made by it hereunder are a lien upon the Employer's business property in the State of Iowa, including specifically the property described on Exhibit "B" attached hereto, until paid and
have equal precedence with ordinary taxes and shall not be divested by a judicial
sale. Property subject to this lien may be sold for sums due and delinquent at a
tax sale, with the same forfeitures, penalties and consequences as for the
nonpayment of ordinary taxes. The purchaser at any such tax sale shall obtain the
property subject to the remaining payments.

ARTICLE IV

EVENTS OF DEFAULT AND REMEDIES

Section 4.1. Each of the following shall constitute an "event of default" hereunder:

(a) The Employer shall fail to make any payment required to be made by the
Employer on or prior to the date on which such payment is due and payable
and such failure continues for a period of five (5) business days thereafter.

(b) The Employer shall fail to observe and perform any other agreement, term
or condition contained in this Agreement, if such failure continues for a
period of thirty (30) days after notice of such failure is given to the Employer
by the Area School, or for such longer period as the Area School may agree
to in writing; provided, that if the failure is of such nature that it cannot be
corrected within the applicable period, such failure shall not constitute an
event of default so long as the Employer institutes curative action within the
applicable period and diligently pursues such action to completion.

(c) The Employer shall (i) admit in writing its inability to pay its debts generally
as they become due; (ii) have an order for relief entered in any case
commenced by or against it under the federal bankruptcy laws, as now or
hereafter in effect; (iii) commence a proceeding under any other federal or
state bankruptcy, insolvency, reorganization or other similar law, or have
such a proceeding commenced against it and either have an order of
insolvency or reorganization entered against it or have the proceeding
remain undismissed and unstayed for 90 days; (iv) make an assignment
for the benefit of creditors; or (v) have a receiver or trustee appointed for it
or for the whole or any substantial part of its property.

(d) Any representation or warranty made by the Employer herein or any
statement in any report, certificate, financial statement or other instrument
furnished in connection with this Agreement or in connection with the sale
of the Certificates shall at any time prove to have been false or misleading
in any material respect when made or given.

(e) The Employer shall cease operations at the Project Site.
Upon the happening of an event of default specified in (c) above, all obligations of the Employer hereunder shall be and become immediately due and payable, and upon the happening of any other event of default the Area School may declare all obligations of the Employer hereunder to be immediately due and payable by written notice to the Employer, and upon the giving of such notice such obligations shall be and become immediately due and payable without any further action by the Area School.

The declaration of an event of default under Subsection (c) above, and the exercise of remedies upon any such declaration shall be subject to any applicable limitations of federal bankruptcy law affecting or precluding such declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation or reorganization proceedings.

Section 4.2. Whenever an event of default shall have happened and be continuing, the Area School may take whatever action at law or in equity may appear necessary or desirable to collect the payments due and other amounts then due and thereafter to become due under this Agreement, or to enforce performance and observance of any other obligation or agreement of the Employer under this Agreement. Notwithstanding the foregoing, the Area School shall not be obligated to take any step which in its opinion will or might cause it to expend time or money or otherwise incur liability unless and until a satisfactory indemnity bond has been furnished to the Area School at no cost or expense to the Area School. Any amounts collected as payments or applicable to payments and any other amounts which would be applicable to payment of principal and premium, if any, and interest on the Certificates collected pursuant to action taken under this Section shall be paid to the holders of the Certificates for application to such payment.

Section 4.3. No remedy conferred upon or reserved to the Area School by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Area School to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 4.4. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.
ARTICLE V

MISCELLANEOUS

Section 5.1. All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate notice address as follows:

If to the Area School: Robert Denson, President
Des Moines Area Community College
2006 S. Ankeny Blvd.
Ankeny, Iowa 50023

If to the Employer: Rob Frew
Rural Soluxions, LLC
1601 Golden Aspen, Suite 108
Ames, IA 50010

Employer and the Area School may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 5.2. All covenants, stipulations, obligations and agreements of the Area School contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Area School or the Board of Directors of the Area School other than in his official capacity. Neither the members of the Board of Directors of the Area School nor any official of the Area School executing the Certificates shall be liable personally on the Certificates or be subject to any personal liability or accountability by reason of the issuance thereof or by reason of the covenants, stipulations, obligations or agreements of the Area School contained in this Agreement, the Resolution or the Certificates.

Section 5.3. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the Area School, the Employer and their respective permitted successors and assigns provided that this Agreement may not be assigned by the Employer and may not be assigned by the Area School except as may be necessary to enforce or secure payment of the principal, premium, if any, and interest on the Certificates.

Section 5.4. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.
Section 5.5. If any provision of this Agreement, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken hereunder or any application hereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into or taken hereunder, or any other application hereof, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall such illegality or invalidity or any application hereof affect any legal and valid application hereof, and each such provision, covenant, stipulation, obligation, agreement, act or action, or part shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 5.6. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

Section 5.7. The Area School agrees to use its best efforts to sell and issue the Certificates and the Employer agrees that it will cooperate with the Area School to provide any necessary financial information in connection with the sale of the Certificates. It is understood and agreed that if the Certificates are not marketed and, in the sole discretion of the Area School, are not marketable within a reasonable time, this Agreement and the Project shall be terminated. In such event, the Employer shall continue to be liable for Project Costs previously incurred as provided in Section 2.9 hereof.

Section 5.8. The Employer agrees to keep its business property where the Project will be located continuously insured, in an amount at least equal to the total amount of the Certificates outstanding, against loss or damage by fire, lightning, such other perils as are covered by standard “extended coverage” endorsements, vandalism and malicious mischief and containing customary loss deductible provisions. If loss or damage occurs and the Employer determines not to rebuild or restore its business property to its former condition, the Employer agrees to cause the insurance proceeds to be applied to the payment of principal and interest on the Certificates.

Section 5.9. Employer agrees to indemnify and hold harmless the Area School from and against any and all claims, demands, liabilities, losses, costs and expenses asserted against the Area School by any third party or any employee, agent or subcontractor of the Employer, including reasonable costs, collection expenses, attorney’s fees, and court costs which may arise because of any act of omission or commission, negligence, misconduct or other fault of Employer or Employer’s employees, agents or subcontractors, associated directly or indirectly with this Agreement. This provision shall survive termination of this Agreement.
Section 5.10. This Agreement shall supplement the Preliminary Agreement which, except as modified herein, is hereby ratified and confirmed and together this Agreement and the Preliminary Agreement shall constitute one agreement between the Employer and the Area School with respect to the Project. Except for the Preliminary Agreement, the entire agreement of the parties is contained in this document and any certificates of the parties given in connection herewith. Oral or written statements which are not contained herein or in such certificates are hereby rendered null, void and of no effect.

ARTICLE VI

SUPPLEMENTAL NEW JOBS CREDIT FROM WITHHOLDING

☐ Check here if this Article is to be a part of this Agreement; if the box is not checked, this Article shall be disregarded.

Section 6.1. The Employer and the Area School agree to a supplemental new jobs credit from withholding (the “Supplemental New Jobs Credit from Withholding”) in accordance with Section 15A.7 of the Code of Iowa, as amended. The Supplemental New Jobs Credit from Withholding shall be used to fund the additional project described on Exhibit “A” attached hereto (the “Additional Project”). Exhibit A also sets forth the jobs to which the Supplemental New Jobs Credit from Withholding shall apply. The Supplemental New Jobs Credit from Withholding shall be in an amount equal to one and one-half percent of the gross wages paid for such jobs by the Employer pursuant to Section 422.16 of the Code of Iowa, as amended, and such amount is authorized to fund the Program Services described on Exhibit “A” attached hereto for the Additional Project.

Section 6.2. The Supplemental New Jobs Credit from Withholding shall be collected, accounted for, and may be pledged by the Area School in the same manner as described in Section 260E.5 of the Code of Iowa, as amended.

Section 6.3. The Additional Project to be funded from the Supplemental New Jobs Credit from Withholding shall be administered in the same manner as a project under the Act.

Section 6.4. The Employer agrees to pay wages for the jobs for which the Supplemental New Jobs Credit from Withholding is taken of at least the average county wage or average regional wage, whichever is lower, as compiled annually by the Iowa Department of Economic Development for the community economic betterment program. The average regional wage shall be based on the service delivery areas set forth in Section 84B.2 of the Code of Iowa, as amended. Eligibility for the Supplemental New Jobs Credit from Withholding shall be based solely on a one-time determination of starting wages by the Area School.
Section 6.5. In order to provide funds for the payment of the costs of the Additional Project, the Area School may borrow money, issue and sell certificates, and secure the payment of the certificates in the same manner as described in Section 260E.6 of the Code of Iowa, as amended, including, but not limited to, providing the assessment of an annual levy as described in Section 260E.6, subsection 4. The Additional Program and the Supplemental New Jobs Credit from Withholding are in addition to, and not in lieu of, the program and credit authorized in the Act.

Section 6.6. All other provisions of this Agreement, including specifically the provisions of Article III hereof with respect to payments by the Employer and security for the Employer's obligations, shall apply to the Additional Program, the Supplemental New Jobs Credit from Withholding, and the certificates to be issued to provide the funding for the Additional Program.
IN WITNESS WHEREOF, the Area School and the Employer have caused this Agreement to be duly executed in their respective names by their duly authorized officers, all as of the date hereinabove written.

[END OF TEXT]

<table>
<thead>
<tr>
<th>EMPLOYER</th>
<th>DMACC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rural Soluxions, LLC</td>
<td>DES MOINES AREA COMMUNITY COLLEGE</td>
</tr>
<tr>
<td>[Printed Name of Employer]</td>
<td>[Printed Name]</td>
</tr>
<tr>
<td>[Federal I.D. #] 45-2703251</td>
<td>[Printed Name] KEVIN D. HALTERMAN</td>
</tr>
<tr>
<td>By:</td>
<td>[Printed Name]</td>
</tr>
<tr>
<td>[Printed Name] Bob Frew</td>
<td>[Printed Title] VICE CHAIR</td>
</tr>
<tr>
<td>[Printed Title] General Manager</td>
<td>Date: 2.10.14</td>
</tr>
<tr>
<td>Email address frewexpanxion.com</td>
<td></td>
</tr>
<tr>
<td>Date: 1-5-2014</td>
<td></td>
</tr>
</tbody>
</table>

ATTEST:

By: Kristine Tyler
[Printed Name]
[Printed Title] Notary Public

State of Iowa
County of Polk

On this date: 1.8.14
before me, a Notary Public in and for the above specified County and State, personally appeared to me personally known, who, being by me duly sworn upon oath, did say that he or she is the General Manager of the above named Employer, a corporation organized in the State of Iowa, that the foregoing instrument was signed on behalf of said Employer by authority of its Board of Directors; and acknowledged the execution of said instrument to be the voluntary act and deed of said Officer by him or her voluntarily executed.

Given under my hand and seal this date:
[Date] 1.8.14

[SEAL]

Kristine Tyler
Commission Number 771593
My Commission Expires February 9, 2015

Notary Public In and For Said County and State
[Printed Name] Kristine Tyler
Commission Expires [Date] 2.9.15

ATTEST:

By: Carolyn Farlow
[Printed Name]
[Printed Title] Notary Public

State of Iowa
County of Polk

On this date: 2.10.14
before me, a Notary Public in and for the above specified County and State, personally appeared to me personally known, who, being by me duly sworn upon oath, did say that he or she is the Board Vice Chair of Des Moines Area Community College, Ankeny, Iowa; that the foregoing instrument was signed on behalf of Des Moines Area Community College by authority of the Board of Directors; and acknowledged the execution of said instrument to be the voluntary act and deed of said Officer by him or her voluntarily executed.

Given under my hand and seal this date:
[Date] 2.10.14

[SEAL]

Carolyn Farlow
Commission Number 189852
My Commission Expires April 23, 2015

Notary Public In and For Said County and State
[Printed Name] Carolyn Farlow
Commission Expires [Date] 4.23.15
EXHIBIT “B”

LEGAL DESCRIPTION OF PROJECT SITE

1601 Golden Aspen #108 is leased. Landlord does least to Tenant and Tenant leases from Landlord that certain space ("premises"), having dimensions of approximately 50 feet in width, 40 feet in depth, and approximately 2,000 square feet total.

DESCRIPTION OF PERSONAL PROPERTY

This project is funded solely from the diversion of withholding on new positions.
260E INFORMATION SHEET

Project Name: Rural Solutions

Preliminary Date: 1/21/13  
Training Consultant: Jeff Janes

Project Address: 1601 Golden Aspen, Suite 108, Ames, IA 50010  Story County  
(City, County)

Contact Person: Rob Frew  
Title: Director of Iowa Operations

Address: 1601 Golden Aspen, Suite 108, Ames, IA 50010

Phone: 515-817-5735 x7603  
FAX:

Email Address: rfrew@xpanxion.com

Legal Name: Xpanxion, LLC

Corporate Address: 333 North Point Center East, Suite 270, Alpharetta, GA 30022

CEO: Paul Burek

Phone: 678-867-0699  
FAX: 678-867-0764

State and Year of Incorporation: Georgia 1996  
Fed ID #: 45-2703251

Type of Corporation: LLC  
SIC:

Product or Service: Software Engineering Services

Base Iowa Employment: 20  Date: 1/21/13

Projected # of New Positions: 20  Avg. Starting Salary: $23,63

Bargaining Unit: Yes  No

Projected Categories of Skills Training Needed:
- [ ] Manufacturing Technology  
- [ ] Workplace Skills  
- [X] Management/Supervisory Skills  
- [ ] Other

Projected Categories of Skills Training Needed:
- [X] Organizational Change  
- [X] Information Technology  
- [ ] Biotechnology

Estimated Issuance: $176,500  
Training Fund: $138,219
TRAINING PLAN
AND
BUDGET
FOR
Rural Soluxions, LLC
PROJECT #3

January 2014

Prepared By:
Jeff Janes
Business Consultant
DMACC Business Resources
Des Moines Area Community College
INTRODUCTION
Rural Soluxions
PROJECT #3

COMPANY BACKGROUND

Founded in 2011, Rural Soluxions, LLC is a software engineering services company headquartered in Ames, IA. Rural Soluxions provides US-based information technology consulting services to enable clients to develop and maintain software in Rural Soluxions' software engineering services center in Ames, IA. Founded by AshLea Allberry and Nicolas Eurek, who were instrumental in the inception and growth of an affiliate services company's first rural center in Kearney, Nebraska. Their belief in the business model and passion for Rural America led them to their entrepreneurial effort to start a company with a similar model in Ames.

LOCATION OF PROJECT

1601 Golden Aspen, Suite 108, Ames, IA 50010

BASE HEAD COUNT

20

NUMBER OF NEW POSITIONS

20

PREVIOUS PROJECTS

Project #1 in 2012
Project #2 in 2013

SUPPLEMENTAL INFORMATION

15 of the 20 new positions are to be paid a wage greater than the Ames fiscal 2014 laborshed wage of $18.34 per hour.

PRELIMINARY DATE

January 21, 2013

PROJECT END DATE

May 2017
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<th>TITLE</th>
<th>NUMBER OF POSITIONS</th>
<th>HOURLY WAGE</th>
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</thead>
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<td>*Automation Analyst</td>
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<td>30.29</td>
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<tr>
<td>*Automation Analyst</td>
<td>1</td>
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<tr>
<td>*QA Analyst</td>
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<td>22.12</td>
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<td>*Performance Tester</td>
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<tr>
<td>*QA Analyst</td>
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<td>21.15</td>
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<tr>
<td>*Form Developer</td>
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<tr>
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<td>18.27</td>
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<tr>
<td>QA Analyst</td>
<td>2</td>
<td>17.31</td>
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<tr>
<td>Automation Analyst</td>
<td>1</td>
<td>16.83</td>
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</table>

* Denotes jobs that receive the supplemental 1.5%

Benefits:

- Medical Insurance
- Dental Insurance
- 9 paid holidays
- Paid time off
TRAINING BUDGET
FOR
Rural Soluxions
PROJECT #3

The training fund is generated by a credit to new jobs withholding taxes under the provision of HF 623, Iowa Code 260E, and through the supplemental New jobs Credit from Withholding (section 15.S.7 of the Iowa Code, as amended).

The training plan details the specific allocation of the training funds in this budget.

I. JOB SKILL TRAINING $108,219

II. SUPERVISORY SKILLS $10,000

III. TRAINING MATERIALS $5,000

IV. DMACC FEE $

V. ON THE JOB TRAINING $15,000

TOTAL TRAINING BUDGET $138,219

The training began January 21, 2013 and will continue to December 2016.

Upon receipt of proper documentation, reimbursement to Rural Soluxions, LLC for training expenses will be made if the requests meet the guidelines of Iowa Code 260E, DMACC and this training plan.

This plan and budget may be revised to meet the changing training needs of Rural Soluxions, LLC with written consent of the company and DMACC. Any revision will be filed to adjust this original plan.
<table>
<thead>
<tr>
<th>IDENTIFIED NEEDS AND EXPLANATION</th>
<th>ANTICIPATED PROJECT OUTCOMES</th>
<th>IMPLEMENTATION PLAN</th>
<th>TOTAL COST</th>
<th>JOB SKILL I</th>
<th>SUPERVISORY TRAINING II</th>
<th>TRAINING MATERIALS III</th>
<th>OJT</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Business Specific</strong></td>
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<tr>
<td>Rural Soluxions is in a highly competitive industry that requires its employees to have cutting edge knowledge. Training is needed to keep employees abreast of new developments that may help them do their jobs more effectively in an effort to gain and retain customers.</td>
<td>Expected outcomes:  - employees to have a higher level of customer service skills, - ability for employees to stay on top of new developments in their industry to help them do their jobs more effectively, - knowledge that will help the company compete more effectively in their marketplace, - achieve various software testing certifications.</td>
<td>With the help of DMACC and/or outside vendors, Rural Soluxions will receive instruction through classes, seminars, and/or training sessions as it relates to their software services industry. May include training at clients’ locations. Expenses may include travel, lodging, and materials. May also include achieving certifications from the International Software Testing Qualifications Board (ISTQB) and the American Software Testing Qualifications Board (ASTQB). Expenses related to Web-based hosting site for technical training of employees. Instruction may be provided in the topics of communication skills, customer service skills, project management, time management, interpersonal skills, sales training, diversity, and/or areas that are related to human resources practices and procedures. May be provided through classes and seminars. May also include tuition reimbursement.</td>
<td>$95,000.00</td>
<td>75,000.00</td>
<td>5,000.00</td>
<td>15,000.00</td>
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<tr>
<td><strong>Professional Skill Development</strong></td>
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<tr>
<td>Rural Soluxions employees need to have a variety of skills in order for them to perform their jobs effectively within a team environment. These skills are needed for supervisors and managers all the way through to front-line employees.</td>
<td>The company expects:  - communication skills among its employees to be at a high level, - employees to have the proper skills to help the organization grow, - the ability for employees to manage time and projects efficiently, - improved customer satisfaction.</td>
<td></td>
<td>$25,000.00</td>
<td>25,000.00</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td>$120,000.00</td>
<td>100,000.00</td>
<td>0.00</td>
<td>5,000.00</td>
<td>15,000.00</td>
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</tr>
</tbody>
</table>
**TRAINING PLAN**

**COMPANY:** Rural Solutions, LLC

**PROJECT #3**

<table>
<thead>
<tr>
<th>IDENTIFIED NEEDS AND EXPLANATION</th>
<th>ANTICIPATED PROJECT OUTCOMES</th>
<th>IMPLEMENTATION PLAN</th>
<th>TOTAL COST</th>
<th>JOB SKILL</th>
<th>SUPERVISORY</th>
<th>TRAINING MATERIALS</th>
<th>QUT</th>
</tr>
</thead>
</table>
| **Management/Supervisory Training** | Rural Solutions knows and understands that managers and supervisors need to have special skills to effectively lead the company. They need to be able to coach and counsel employees towards actions that will help the company achieve its goals. | Expected outcomes:  
- managers skilled in diversity issues.  
- leaders who have good interpersonal skills.  
- managers who communicate well.  
- ability for managers to foster a team environment. | **BALANCE BROUGHT FORWARD**  
DMACC and/or outside vendors to provide training. Training may be delivered in the way of classes, seminars, and/or conferences. May include project management training, team building, coaching and counseling, and communication. It may also include effective listening, issue resolution, organizational structure and design, and leadership training. Costs such as travel, lodging, and materials may be included. | $120,000.00 | 100,000.00 | 0.00 | 5,000.00 | 15,000.00 |
| **Sales and Customer Service Training** | Rural Solutions understands the importance of gaining and retaining customers. Employees of the organization must be able to effectively market the services it can provide, and create sales that will help the company grow. It's also essential that the employees be able to meet and exceed the needs of the clients. | Expected outcomes:  
- employees with improved service and marketing skills.  
- employees that work to meet and exceed customer expectations.  
- increased sales.  
- increased customer satisfaction. | Instruction to be provided via training, classes, and/or conferences. May be provided by DMACC and/or outside vendors. Topics may include service training, sales training, and other service related classes. May include materials such as books and videos. Registration and travel and lodging may also be included. | $3,219.00 | 3,219.00 | 0.00 | 5,000.00 | 15,000.00 |

**TOTAL** | $133,219.00 | 103,219.00 | 10,000.00 | 5,000.00 | 15,000.00 |
## Computer Training

The company has an ever increasing need to keep its employees' software skills sharp. As the company continues to grow, software skills will help employees do their jobs more effectively and efficiently.

<table>
<thead>
<tr>
<th>IDENTIFIED NEEDS AND EXPLANATION</th>
<th>ANTICIPATED PROJECT OUTCOMES</th>
<th>IMPLEMENTATION PLAN</th>
<th>TOTAL COST</th>
<th>JOB SKILL</th>
<th>SUPERVISORY TRAINING</th>
<th>TRAINING MATERIALS</th>
<th>OJT</th>
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<tbody>
<tr>
<td>Computer Training</td>
<td>Expected outcomes:</td>
<td></td>
<td>$133,219.00</td>
<td>103,219.00</td>
<td>10,000.00</td>
<td>5,000.00</td>
<td>15,000.00</td>
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<tr>
<td></td>
<td>- employees skilled to use various types of software.</td>
<td></td>
<td>$5,000.00</td>
<td>5,000.00</td>
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<td>- improve efficiency at which work is done in the organization.</td>
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<tr>
<td></td>
<td>Training may be provided through outside vendors and/or DMACC.</td>
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<tr>
<td></td>
<td>Training may include Microsoft products training such as Excel, Project, Word, Powerpoint, and others. May also include software specific to the business.</td>
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</tr>
</tbody>
</table>

**TOTAL** $138,219.00 108,219.00 10,000.00 5,000.00 15,000.00
The Board of Directors of the Des Moines Area Community College met in regular session on the 10th day of February, 2014, at 4:00 p.m., at the DMACC Commons Building on the campus of the College in Ankeny, Iowa. The meeting was called to order and there were present the following named Board Members:

<table>
<thead>
<tr>
<th>Name</th>
<th>Present</th>
<th>Absent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Joseph Pugel, President</td>
<td>✓</td>
<td></td>
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<tr>
<td>Kevin Halterman</td>
<td>✓</td>
<td></td>
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<tr>
<td>Jeff Hall</td>
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<tr>
<td>Madelyn Tursi</td>
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Matters were discussed concerning a DMACC Scholars Training Contract between the College and Accu-Mold Holdings Corporation. Following a discussion of the proposal by the Board, there was introduced and caused to be read a resolution entitled, "A Resolution Approving the Form and Content and Execution and Delivery of a DMACC Scholars Training Contract between the College and Accu-Mold Holdings Corporation." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

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<th>Name</th>
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Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

***

[Signature]

PRESIDENT OF THE BOARD OF DIRECTORS

Attest:

[Signature]
Secretary of the Board of Directors
RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A DMACC SCHOLARS TRAINING CONTRACT BETWEEN THE COLLEGE AND ACCU-MOLD HOLDINGS CORPORATION.

WHEREAS, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa (the "State"), and is authorized and empowered by Chapter 260C of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to provide job training and tuition funding paid for from the Workforce Training and Economic Development Fund (the "Fund") established under Section 260C.18A; and

WHEREAS, the College has undertaken negotiations with respect to a jobs training program with Accu-Mold Holdings Corporation (the "Company"), pursuant to the provisions of the Act for the purpose of establishing a jobs training program and providing tuition funding for the Accu-Mold Scholars Program which will include classes for Tool and Die Scholars and IT/NA Scholars (hereinafter referred to as the "Project") in order to train workers at the Company at its facilities located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

WHEREAS, the College has allocated funds in the Fund in order to provide training and tuition funding and intends to use a portion of such funds to pay all or a portion of the costs of the Project, including necessary expenses incidental thereto, in the amount of $70,000; and

WHEREAS, the Company has represented that the Project meets the criteria established by the Act and the Iowa Economic Development Authority for funding; and

WHEREAS, a DMACC Scholars Training Contract, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Contract, to provide the Project for the Company;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

Section 1. That the DMACC Scholars Training Contract, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said DMACC Scholars Training Contract, and the Secretary of the Board of Directors is hereby authorized to attest the same, said DMACC Scholars Training Contract, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto with such changes therein as the officers executing such DMACC Scholars Training Contract shall approve, such approval to be conclusively evidenced by the execution thereof.
Section 2. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 3. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 10th day of February, 2014.

[Signature]
President of the Board of Directors

ATTEST:

[Signature]
Secretary of the Board of Directors
STATE OF IOWA )
COUNTY OF POLK ) ss

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on February 10, 2014, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 10th day of February, 2014.

[Signature]
SECRETARY OF THE BOARD OF DIRECTORS
This DMACC SCHOLARS CONTRACT (the "Contract"), effective as of February 10, 2014, between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Accu-Mold Holdings Corporation, Ankeny, Iowa, (the "Business" and its location), is entered into under the following circumstances:

A. Pursuant to Chapter 260C.18A (the "Act"), the Community College enters into this Contract with the Business for purposes of establishing a training program to educate and train certain persons with the Business.

B. The Community College and the Business each have full right and lawful authority to enter into this Contract and to perform and monitor the provisions of this Contract as they apply respectively to the Community College and the Business.

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements herein contained, the parties agree as follows:

ARTICLE I
REPRESENTATIONS

Section 1.1. Representations of the Community College. The Community College represents and covenants that:

(A) It is duly organized and validly existing under the laws of the State of Iowa;

(B) It is not in violation of or in conflict with any provisions of the laws of the State, which would impair its ability to carry out its obligations hereunder;

(C) It is empowered to enter into the transactions contemplated by this Contract; and

(D) It will do all things in its power required to maintain its existence or assure the assumption of its obligations hereunder by any successor public body.

Section 1.2. Representations and Covenants of the Business. The Business represents and covenants that:

(A) It is a business duly qualified to do business in Iowa;

(B) It has full power to execute, deliver, and perform this Contract and all other instruments given by the Business to secure its performance and to enter into and carry out the transactions contemplated herein. Such execution, delivery, and performance are not in contravention of law or the Business's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking, or any other restriction, obligation or instrument to which the Business is a party or by which it is bound. This Contract has by proper action been duly authorized, executed, and delivered by the Business and all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Business.
(C) There is no threatened, pending, or actual litigation or proceeding against the Business or any other person which affects, in any manner whatsoever, the right of the Business to execute the Contract or to otherwise comply with its obligations contained in the Contract.

(D) The Project qualifies for funding under 260C.18A.

(E) The Business, within the 36 month period prior to the date of this application, did not close or reduce its employment base by more than 20 percent at any of its other business sites in Iowa in order to relocate substantially the same operation to another area of the state.

(F) The Business is not currently involved in a strike, lockout, or other labor dispute at any of its business sites in Iowa.

(G) Persons to receive training under this Contract are current employees of the Business for which the Business pays state withholding tax.

(H) Employees to receive training are not replacement workers who were hired as a result of a strike, lockout, or other labor dispute.

(I) The Business is an equal opportunity Business which complies with all local, state, and federal affirmative action requirements.

ARTICLE II
PROJECT; PROGRAM SERVICES; FEES

Section 2.1. The DMACC SCHOLARS Application for Assistance, as submitted by the Community College in behalf of the Business, and as approved by Community College, shall be incorporated as an integral part of this Contract. The "Project", as defined by the Application, shall consist of the program services and costs of services to be provided, the number of individuals to be trained, the beginning and ending dates of training, the stated budget, and any other provisions specified in the Application.

Section 2.2. The Community College agrees to provide the program services within the constraints of funds awarded to the College. It is understood and agreed that the Business and the Community College will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out by the approved application.

Section 2.3. Iowa Code section 84A.5 requires the Economic Development Authority to report to the Iowa General Assembly the impact of training provided by this Program on the wages of employees who receive training. This information is obtained by matching social security numbers of trainees with State income records. The Business therefore agrees to provide the social security number of each individual who receives training under this contract.

Section 2.4. The Business agrees to complete a Performance Report at the completion of training to evaluate the initial impact of training on the Business' operations.

Section 2.5. It is understood by the Community College and the Business that should Project funds not be available or received from the State of Iowa within a reasonable period of time, this Contract shall be terminated by mutual agreement of the parties. In any event, the Business shall pay all administrative and legal costs associated with this Project which have been incurred by the Community College.

ARTICLE III
PAYMENT AND SECURITY

Section 3.1. The Community College shall create a fund to deposit monies awarded to the Project.

Section 3.2. The Business and the Community College agree that the Project award, in the amount of $70,000.00, (the "Project Award") is issued by DMACC as a forgivable loan and shall not be required to be repaid by the Business unless an event of default has occurred. Events of default and associated penalties are specified in Article VI of this Contract. The Community College shall determine whether an event of default has occurred.

ARTICLE IV
CONTRACT MODIFICATION

Section 4.1. Business shall not modify any provision of this Contract without the prior written approval of the Community College.

Section 4.2. The Community College, with the written consent of the Business, has the authority to modify all provisions of this Contract except modifications which result in a reduction of the number of employees to be trained or which significantly change the training program. The Community College is authorized to change the ending dates of the training Project, training provider, or other minor modifications to the training program.

Section 4.3. Modifications which result in a reduction of the number of employees to be trained or change the training program content must be approved in writing by the Community College, and the Business.

Section 4.4. This Contract shall not be modified in any way that would result in a violation of the "Act".

ARTICLE V
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS

Section 5.1. The Business shall comply with all federal, state, and local laws, rules, and executive orders, to insure that no applicant for employment or employee is discriminated against because of race, religion, color, age, sex, national origin, or disability.

Section 5.2. The Business shall provide state or federal agencies with appropriate reports as required to insure compliance with equal employment opportunity laws and regulations.

Section 5.3. The Business shall insure, to the maximum extent possible, that all authorized subcontractors comply with provisions of this section.
ARTICLE VI
EVENTS OF DEFAULT

Section 6.1. Events of Default. Each of the following shall be an "event of default":

(A) The Business fails to complete the training Project within the agreed period of time as specified in this Contract. In such case, the Business shall be required to repay 20 percent of total Project funds expended by the Community College and the Business.

(B) The Business fails to train the agreed number of employees as specified in this Contract. In such case, the Business shall be required to repay a proportionate amount of total Project funds expended by the Community College and the Business. The proportion shall be based on the number of employees not trained compared to the number of employees to have been trained.

(C) If both (A) and (B) occur, both repayment provisions shall apply.

(D) The Business fails to comply with any other requirements contained in this Contract. The Business shall be sent written notice by the Community College, which specifies the issue(s) of noncompliance and shall be allowed 20 days from the date notice is sent to effect a cure. If noncompliance is of such a nature that a cure cannot be reasonably accomplished within 20 days, the Community College has the discretion to extend the period of cure to a maximum of 60 days.

(E) The Business ceases or announces the cessation of operations at the Project site prior to completion of the training program.

(F) The Business directly or indirectly makes any false or misleading representations or warranties in the program application or training agreement, reports, or any other documents, which are provided, to the Community College.

(G) The Business acts in any manner contrary to, or fails to act in accordance with any provision of this Contract.

(H) Business takes corporate action to effect any of the preceding conditions of default.

Section 6.2. Whenever an event of default has occurred, further training or payments to the Business shall be suspended.

Section 6.3. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (A-C), the Business shall immediately pay to the Community College the amount of repayment determined by the Community College. The Business shall also pay interest on the amount to be repaid at the rate of 6% per annum. Interest shall accrue from the date of each advance for payment of Project expenses.

Section 6.4. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (D-H), the Business shall immediately pay to the Community College the amount expended by the Business and the Community College from the Project Award. The Business shall also pay interest on the amount to be repaid at the rate of 6% per annum. Interest shall accrue from the date of each advance for payment of Project expenses.

Section 6.5. Whenever an event of default has occurred and is continuing, the Community College may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due or to enforce performance and observance of any other obligation or agreement of the Business under this Contract.

Section 6.6. No remedy conferred upon or reserved to the Community College by this Contract is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and
shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Community College to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 6.7. In the event any agreement contained in this Contract should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 6.8. Whenever an event of default has occurred and is unresolved, the Community College may engage a collection agency for appropriate collection action.

ARTICLE VII
MISCELLANEOUS

Section 7.1. All notices, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate address as follows:

Community College: Des Moines Area Community College
2006 South Ankeny Boulevard
Ankeny, IA 50023

Business: Accumold
1711 SE Oralabor Rd.
Ankeny, IA 50021

The Business and the Community College may, by notice given hereunder, designate any further or different addresses to which subsequent notices, requests or other communications shall be sent.

Section 7.2. All covenants, stipulations, obligations and agreements of the Community College contained in this Contract shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Community College or the Board of Directors other than in his official capacity, and neither the members of the Board of Directors nor any official executing this Contract shall be liable personally or be subject to any personal liability or accountability by reason of the covenants, stipulations, obligations or agreements of the Community College contained in this Contract.

Section 7.3. This Contract shall benefit of and be binding in accordance with its terms upon the Community College, the Business and their respective permitted successors and assigns. This Contract may not be assigned by the Business without the express written consent of the Community College and may not be assigned by the Community College except as may be necessary to enforce or secure payment due resulting from an event of default.

Section 7.4. This Contract may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.
Section 7.5. If any provision of this Contract, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into, or taken, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall illegality of any application thereof affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act, or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 7.6. This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the Community College and the Business have caused this Contract to be duly executed all as of the date hereinabove written.

Des Moines Area Community College
Community College

Kevin D Halterman
Authorized Signature
Type Name and Title

2006 South Ankeny Blvd.
Ankeny, IA 50023
Address

2/10/11
Date

Accumold
Business

Grace Swanson
Authorized Signature
Type Name and Title

gswanson@accu-mold.com
Email Address

1711 SE Oralabor Rd.
Ankeny, IA 50021
Address

1/13/2014
Date
WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT TRAINING PROGRAM

DMACC SCHOLARS PROJECT

TRAINING PLAN

for

Accu-Mold Holdings Corporation
Project #1

December 16, 2013
SECTION 6. TRAINING PLAN

I. Training start date.  

II. Training end date.  

Note - Training plans can be written for a maximum of two years

III. TOTAL UNDUPLICATED number of employees to be trained.

TRAINING ACTIVITIES TO BE PROVIDED

Attach a detailed list of classes necessary for each Scholar Program.

<table>
<thead>
<tr>
<th>Scholar Programs</th>
<th>Training Cost</th>
<th># To be Trained</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tool and Die Scholars</td>
<td>65,000.00</td>
<td>6</td>
</tr>
<tr>
<td>IT/NA Scholar</td>
<td>5,000.00</td>
<td>1</td>
</tr>
</tbody>
</table>

Total Training Cost  

70,000.00

PROJECT COSTS AND AWARD AMOUNT

<table>
<thead>
<tr>
<th>Total Training Cost</th>
<th>$70,000.00</th>
</tr>
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<tbody>
<tr>
<td>Award Amount</td>
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A. Explain what value the scholars program will provide for the organization. (Please note: the information provided may be used for marketing purposes.)

The Accumold DMACC scholars program fuels the talent development needed for Accumold to succeed in its global marketplace. Accumold offers a unique service to customers and industries because of the trade secret process for designing and manufacturing micro molded injection plastic components. The scholarship program affords a small company like Accumold the opportunity to invest in the future success of Iowa's economy by partnering with DMACC to keep Iowa talent in Iowa.

B. Describe how this training will contribute to the continued existence of the business.

There is a shortage of skilled Tool & Die technicians in the country. This shortage has been identified as one of the skills in the "Middle Skills Gap" by the president. Accumold's growth is constrained by the shortage of available Tool & Die talent in Iowa and the country. A Tool & Die technician at Accumold is at
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#2418414
Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

*****

[Signature]

PRESIDENT OF THE BOARD OF DIRECTORS

Attest:

[Signature]

Secretary of the Board of Directors
RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT TRAINING CONTRACT BETWEEN THE COLLEGE AND DYMIN SYSTEMS, INC.

WHEREAS, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa (the "State"), and is authorized and empowered by Chapter 260C of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to provide job training paid for from the Workforce Training and Economic Development Fund (the "Fund") established under Section 260C.18A; and

WHEREAS, the College has undertaken negotiations with respect to a jobs training program with Dymin Systems, Inc. (the "Company"), pursuant to the provisions of the Act for the purpose of establishing a jobs training program (hereinafter referred to as the "Project") to train workers at the Company at its facilities located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

WHEREAS, the College has allocated funds in the Fund in order to provide training and intends to use a portion of such funds to pay all or a portion of the costs of the Project, including necessary expenses incidental thereto, in the amount of $15,000; and

WHEREAS, the Company has represented that the Project meets the criteria established by the Act and the Iowa Economic Development Authority for funding; and

WHEREAS, a Workforce Training and Economic Development Training Contract, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Contract, to provide the Project for the Company;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

Section 1. That the Workforce Training and Economic Development Training Contract, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Workforce Training and Economic Development Training Contract, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Workforce Training and Economic Development Training Contract, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto with such changes therein as the officers executing such Workforce Training and Economic Development Training Contract shall approve, such approval to be conclusively evidenced by the execution thereof.
Section 2. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 3. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 10th day of February, 2014.

\[Signature\]
President of the Board of Directors

ATTEST:

\[Signature\]
Secretary of the Board of Directors
I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on February 10, 2014, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 10th day of February, 2014.

[Signature]
SECRETARY OF THE BOARD OF DIRECTORS
This WTED TRAINING CONTRACT (the "Contract"), effective as of February 10, 2014, between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Dymin Systems, Inc., Urbandale, Iowa, (the "Business" and its location), is entered into under the following circumstances:

A. Pursuant to Chapter 260C.18A (the "Act"), the Community College enters into this Contract with the Business for purposes of establishing a training program to educate and train certain persons with the Business.

B. The Community College and the Business each have full right and lawful authority to enter into this Contract and to perform and monitor the provisions of this Contract as they apply respectively to the Community College and the Business.

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements herein contained, the parties agree as follows:

ARTICLE I
REPRESENTATIONS

Section 1.1. Representations of the Community College. The Community College represents and covenants that:

(A) It is duly organized and validly existing under the laws of the State of Iowa;

(B) It is not in violation of or in conflict with any provisions of the laws of the State, which would impair its ability to carry out its obligations hereunder;

(C) It is empowered to enter into the transactions contemplated by this Contract; and

(D) It will do all things in its power required to maintain its existence or assure the assumption of its obligations hereunder by any successor public body.

Section 1.2. Representations and Covenants of the Business. The Business represents and covenants that:

(A) It is a business duly qualified to do business in Iowa;

(B) It has full power to execute, deliver, and perform this Contract and all other instruments given by the Business to secure its performance and to enter into and carry out the transactions contemplated herein. Such execution, delivery, and performance are not in contravention of law or the Business's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking, or any other restriction, obligation or instrument to which the Business is a party or by which it is bound. This Contract has by proper action been duly authorized, executed, and delivered by the Business and all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Business.
(C) There is no threatened, pending, or actual litigation or proceeding against the Business or any other person which affects, in any manner whatsoever, the right of the Business to execute the Contract or to otherwise comply with its obligations contained in the Contract.

(D) The Business is engaged in interstate or intrastate commerce for those purposes allowable under 260C.18A 2.

(E) The Business, within the 36 month period prior to the date of this application, did not close or reduce its employment base by more than 20 percent at any of its other business sites in Iowa in order to relocate substantially the same operation to another area of the state.

(F) The Business is not currently involved in a strike, lockout, or other labor dispute at any of its business sites in Iowa.

(G) Persons to receive training under this Contract are current employees of the Business for which the Business pays state withholding tax or in those cases of start-up companies, those receiving the training are owners of the business.

(H) Employees to receive training are not replacement workers who were hired as a result of a strike, lockout, or other labor dispute.

(I) The Business is an equal opportunity Business which complies with all local, state, and federal affirmative action requirements.

ARTICLE II
PROJECT; PROGRAM SERVICES; FEES

Section 2.1. The WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT (WTED) Application for Assistance, as submitted by the Community College in behalf of the Business, and as approved by Community College, shall be incorporated as an integral part of this Contract. The "Project", as defined by the Application, shall consist of the program services and costs of services to be provided, the number of individuals to be trained, the beginning and ending dates of training, the stated budget, and any other provisions specified in the Application.

Section 2.2. The Community College agrees to provide the program services within the constraints of funds awarded to the College. It is understood and agreed that the Business and the Community College will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out by the approved application.

Section 2.3. Iowa Code section 84A.5 requires the Economic Development Authority to report to the Iowa General Assembly the impact of training provided by this Program on the wages of employees who receive training. This information is obtained by matching social security numbers of trainees with State income records. The Business therefore agrees to provide the social security number of each individual who receives training under this contract.

Section 2.4. The Business agrees to complete a Performance Report at the completion of training to evaluate the initial impact of training on the Business' operations. The Business also agrees to complete a follow-up report one year after the completion of training to determine whether the Business' initial objectives for training were met.

Section 2.5. It is understood by the Community College and the Business that should project funds not be available or received from the State of Iowa within a reasonable period of time, this Contract shall be terminated by mutual agreement of the parties. In any event, the Business shall pay all administrative and legal costs associated with this Project which have been incurred by the Community College.
ARTICLE III
PAYMENT AND SECURITY

Section 3.1. The Community College shall create a fund to deposit monies awarded to the Project.

Section 3.2. The Business and the Community College agree that the project award, in the amount of $15,000 (the “Project Award”) is issued by DMACC as a forgivable loan and shall not be required to be repaid by the Business unless an event of default has occurred. Events of default and associated penalties are specified in Article VI of this Contract. The Community College shall determine whether an event of default has occurred.

ARTICLE IV
CONTRACT MODIFICATION

Section 4.1. Business shall not modify any provision of this Contract without the prior written approval of the Community College.

Section 4.2. The Community College, with the written consent of the Business, has the authority to modify all provisions of this Contract except modifications which result in a reduction of the number of employees to be trained or which significantly change the training program. The Community College is authorized to change the ending dates of the training project, training provider, or other minor modifications to the training program.

Section 4.3. Modifications which result in a reduction of the number of employees to be trained or change the training program content must be approved in writing by the Community College, and the Business.

Section 4.4. This Contract shall not be modified in any way that would result in a violation of the "Act".

ARTICLE V
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS

Section 5.1. The Business shall comply with all federal, state, and local laws, rules, and executive orders, to insure that no applicant for employment or employee is discriminated against because of race, religion, color, age, sex, national origin, or disability.

Section 5.2. The Business shall provide state or federal agencies with appropriate reports as required to insure compliance with equal employment opportunity laws and regulations.

Section 5.3. The Business shall insure, to the maximum extent possible, that all authorized subcontractors comply with provisions of this section.
ARTICLE VI
EVENTS OF DEFAULT

Section 6.1. Events of Default. Each of the following shall be an "event of default":

(A) The Business fails to complete the training project within the agreed period of time as specified in this Contract. In such case, the Business shall be required to repay 20 percent of total project funds expended by the community college and the business.

(B) The Business fails to train the agreed number of employees as specified in this Contract. In such case, the Business shall be required to repay a proportionate amount of total project funds expended by the community college and the Business. The proportion shall be based on the number of employees not trained compared to the number of employees to have been trained.

(C) If both (A) and (B) occur, both repayment provisions shall apply.

(D) The Business fails to comply with any other requirements contained in this Contract. The Business shall be sent written notice by the Community College, which specifies the issue(s) of noncompliance and shall be allowed 20 days from the date notice is sent to effect a cure. If noncompliance is of such a nature that a cure cannot be reasonably accomplished within 20 days, the Community College has the discretion to extend the period of cure to a maximum of 60 days.

(E) The Business ceases or announces the cessation of operations at the project site prior to completion of the training program.

(F) The Business directly or indirectly makes any false or misleading representations or warranties in the program application or training agreement, reports, or any other documents, which are provided, to the Community College.

(G) The Business acts in any manner contrary to, or fails to act in accordance with any provision of this Contract.

(H) Business takes corporate action to effect any of the preceding conditions of default.

Section 6.2. Whenever an event of default has occurred, further training or payments to the Business shall be suspended.

Section 6.3. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (A-C), the Business shall immediately pay to the Community College the amount of penalty determined by the Community College. The Business shall also pay interest on the amount to be repaid at the rate of 6% per annum. Interest shall accrue from the date of each advance for payment of project expenses.

Section 6.4. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (D-H), the Business shall immediately pay to the Community College the amount expended by the Business and the Community College from the Project Award. The Business shall also pay interest on the amount to be repaid at the rate of 6% per annum. Interest shall accrue from the date of each advance for payment of project expenses.

Section 6.5. Whenever an event of default has occurred and is continuing, the Community College may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due or to enforce performance and observance of any other obligation or agreement of the Business under this Contract.

Section 6.6. No remedy conferred upon or reserved to the Community College by this Contract is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and
shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Community College to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 6.7. In the event any agreement contained in this Contract should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 6.8. Whenever an event of default has occurred and is unresolved, the Community College may engage a collection agency for appropriate collection action.

ARTICLE VII
MISCELLANEOUS

Section 7.1. All notices, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate address as follows:

Community College: Des Moines Area Community College
2006 South Ankeny Boulevard
Ankeny, IA 50023

Business: Dymin Computer Systems
3970 NW Urbandale Dr.
Urbandale, IA 50322

The Business and the Community College may, by notice given hereunder, designate any further or different addresses to which subsequent notices, requests or other communications shall be sent.

Section 7.2. All covenants, stipulations, obligations and agreements of the Community College contained in this Contract shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Community College or the Board of Directors other than in his official capacity, and neither the members of the Board of Directors nor any official executing this Contract shall be liable personally or be subject to any personal liability or accountability by reason of the covenants, stipulations, obligations or agreements of the Community College contained in this Contract.

Section 7.3. This Contract shall benefit of and be binding in accordance with its terms upon the Community College, the Business and their respective permitted successors and assigns. This Contract may not be assigned by the Business without the express written consent of the Community College and may not be assigned by the Community College except as may be necessary to enforce or secure payment due resulting from an event of default.

Section 7.4. This Contract may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.
Section 7.5. If any provision of this Contract, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into, or taken, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall illegality of any application thereof affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act, or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 7.6. This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the Community College and the Business have caused this Contract to be duly executed all as of the date hereinabove written.

Des Moines Area Community College
Community College
Kevin D. Haltermann
Authorized Signature
KevIN D. HALTERMANN VICE CHAIR
Type Name and Title

Dymin Computer Systems
Business
William Stasak
Authorized Signature
William J. Stasak Vice President - CIO
Type Name and Title

2006 South Ankeny Blvd.
Ankeny, IA 50023
Address

3970 NW Urbandale Dr.
Urbandale, IA 50322
Address

January 21, 2014
Date
WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT TRAINING PROGRAM

RETRAINING PROJECT

TRAINING PLAN

for

Dymin Systems, Inc.
Project #1

July 23, 2013
SECTION 6. TRAINING PLAN

I. Training start date. 7/23/2013

II. Training end date. 7/23/2015

Note- Training plans can be written for a maximum of two years

III. TOTAL UNDUPLICATED number of employees to be trained.

TRAINING ACTIVITIES TO BE PROVIDED

Complete the following chart for each training activity to be provided. Training activities include vocational and skill assessment and testing, consulting, evaluation, job-related training, etc. List each training activity. Include all direct costs associated with each item listed including trainer cost, equipment, materials, supplies, facility cost, transportation, meals, etc. Do not include employee wages.

Attach a detailed description for each training activity.

<table>
<thead>
<tr>
<th>Training Activity</th>
<th>Training Cost</th>
<th># To be Trained</th>
<th>In-Kind Match</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Job Skills:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The following training activities are intended to assist employees of Dymin Computer Systems to improve their knowledge and training in a variety of areas including, but not limited to: Microsoft and CISCO programs, accounting, and sales. Training is designed to prepare employees to acquire various levels of technical certification.</td>
<td>11,550</td>
<td>8</td>
<td>Value of Wages &amp; Benefits</td>
</tr>
<tr>
<td><strong>Management/Leadership:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dymin Computer Systems employees will also participate in a customer service development track. Topic areas in this track include, but are not limited to: customer service, diversity, and MBTI/human relations.</td>
<td>6,000</td>
<td>8</td>
<td>Value of Facilities</td>
</tr>
</tbody>
</table>

Training is to be provided by DMACC and/or outside vendors as it relates to business specific and technical skills training. This may include classes, seminars, workshops, consulting, or on-site training.

<table>
<thead>
<tr>
<th>Value of Equipment</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Value of Supplies</td>
<td></td>
</tr>
<tr>
<td>Other:</td>
<td></td>
</tr>
</tbody>
</table>

| Total In-Kind Match | 14,400 |

**PROJECT COSTS AND AWARD AMOUNT**

For a program award of less than $5,000, the business will provide in-kind matching funds. In-kind matching funds include employee wages paid by the business during the training period, the value of business-provided facilities and equipment used for training, or the value of any other resources provided by the business to facilitate the training program. For a program award of $5,000 or more, the business will provide a cash match of at least 25 percent of the total project cost, including training and administration costs. Is the business’s match above the minimum program match?  

- Yes  
- No

<table>
<thead>
<tr>
<th>Total Training Cost</th>
<th>$17,550</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration Cost</td>
<td>$2,632.50</td>
</tr>
<tr>
<td>Total Project Cost</td>
<td>$20,182.50</td>
</tr>
<tr>
<td>(training cost + administration cost)</td>
<td></td>
</tr>
<tr>
<td>Amount of Company Cash Match</td>
<td>$5,182.50</td>
</tr>
<tr>
<td>Award Amount</td>
<td>$15,000.00</td>
</tr>
</tbody>
</table>
Ankeny, Iowa
February 10, 2014

The Board of Directors of the Des Moines Area Community College met in regular session on the 10th day of February, 2014, at 4:00 p.m., at the DMACC Commons Building on the campus of the College in Ankeny, Iowa. The meeting was called to order and there were present the following named Board Members:

<table>
<thead>
<tr>
<th>Name</th>
<th>Present</th>
<th>Absent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Joseph Pugel, President</td>
<td>✓</td>
<td>□</td>
</tr>
<tr>
<td>Kevin Halterman</td>
<td>✓</td>
<td>□</td>
</tr>
<tr>
<td>Jeff Hall</td>
<td></td>
<td>□</td>
</tr>
<tr>
<td>Madelyn Tursi</td>
<td>✓</td>
<td>□</td>
</tr>
<tr>
<td>Fred Buie</td>
<td>✓</td>
<td>□</td>
</tr>
<tr>
<td>Wayne E. Rouse</td>
<td></td>
<td>□</td>
</tr>
<tr>
<td>Cheryl Langston</td>
<td>✓</td>
<td>□</td>
</tr>
<tr>
<td>Jim Knott</td>
<td></td>
<td>□</td>
</tr>
<tr>
<td>Carl Metzger</td>
<td></td>
<td>□</td>
</tr>
</tbody>
</table>

Matters were discussed concerning a Workforce Training and Economic Development Training Contract between the College and Soy Investors II, L.L.C. d/b/a Harvest Innovations. Following a discussion of the proposal by the Board, there was introduced and caused to be read a resolution entitled, “A Resolution Approving the Form and Content and Execution and Delivery of a Workforce Training and Economic Development Training Contract between the College and Soy Investors II, L.L.C. d/b/a Harvest Innovations.” The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<table>
<thead>
<tr>
<th>Name</th>
<th>Moved</th>
<th>Seconded</th>
<th>Aye</th>
<th>Nay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Joseph Pugel</td>
<td></td>
<td></td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Kevin Halterman</td>
<td></td>
<td></td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Jeff Hall</td>
<td></td>
<td></td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Madelyn Tursi</td>
<td></td>
<td>✓</td>
<td>✓</td>
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<td>Fred Buie</td>
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<td>✓</td>
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<td>Wayne E. Rouse</td>
<td></td>
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<td>✓</td>
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<tr>
<td>Cheryl Langston</td>
<td></td>
<td></td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Jim Knott</td>
<td>✓</td>
<td></td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Carl Metzger</td>
<td></td>
<td></td>
<td>✓</td>
<td></td>
</tr>
</tbody>
</table>
Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

*****

[Signature]

PRESIDENT OF THE BOARD OF DIRECTORS

Attest:

[Signature]

Secretary of the Board of Directors
RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT TRAINING CONTRACT BETWEEN THE COLLEGE AND SOY INVESTORS II, L.L.C. D/B/A HARVEST INNOVATIONS.

WHEREAS, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa (the "State"), and is authorized and empowered by Chapter 260C of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to provide job training paid for from the Workforce Training and Economic Development Fund (the "Fund") established under Section 260C.18A; and

WHEREAS, the College has undertaken negotiations with respect to a jobs training program with Soy Investors II, L.L.C. d/b/a Harvest Innovations (the "Company"), pursuant to the provisions of the Act for the purpose of establishing a jobs training program (hereinafter referred to as the "Project") to train workers at the Company at its facilities located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

WHEREAS, the College has allocated funds in the Fund in order to provide training and intends to use a portion of such funds to pay all or a portion of the costs of the Project, including necessary expenses incidental thereto, in the amount of $29,572; and

WHEREAS, the Company has represented that the Project meets the criteria established by the Act and the Iowa Economic Development Authority for funding; and

WHEREAS, a Workforce Training and Economic Development Training Contract, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Contract, to provide the Project for the Company;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

Section 1. That the Workforce Training and Economic Development Training Contract, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Workforce Training and Economic Development Training Contract, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Workforce Training and Economic Development Training Contract, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto with such changes therein as the officers executing such Workforce Training and Economic Development Training Contract shall approve, such approval to be conclusively evidenced by the execution thereof.
Section 2. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 3. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 10th day of February, 2014.

[Signature]
President of the Board of Directors

ATTEST:

[Signature]
Secretary of the Board of Directors
STATE OF IOWA       )
COUNTY OF POLK      ) ss

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on February 10, 2014, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 10th day of February, 2014.

[Signature]
SECRETARY OF THE BOARD OF DIRECTORS
WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT (WTED) TRAINING CONTRACT

This WTED TRAINING CONTRACT (the "Contract"), effective as of February 10, 2014 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Soy Investors II, L.L.C dba Harvest Innovations, Indianola, Iowa, (the "Business" and its location), is entered into under the following circumstances:

A. Pursuant to Chapter 260C.18A (the "Act"), the Community College enters into this Contract with the Business for purposes of establishing a training program to educate and train certain persons with the Business.

B. The Community College and the Business each have full right and lawful authority to enter into this Contract and to perform and monitor the provisions of this Contract as they apply respectively to the Community College and the Business.

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements herein contained, the parties agree as follows:

ARTICLE I
REPRESENTATIONS

Section 1.1. Representations of the Community College. The Community College represents and covenants that:

(A) It is duly organized and validly existing under the laws of the State of Iowa;

(B) It is not in violation of or in conflict with any provisions of the laws of the State, which would impair its ability to carry out its obligations hereunder;

(C) It is empowered to enter into the transactions contemplated by this Contract; and

(D) It will do all things in its power required to maintain its existence or assure the assumption of its obligations hereunder by any successor public body.

Section 1.2. Representations and Covenants of the Business. The Business represents and covenants that:

(A) It is a business duly qualified to do business in Iowa;

(B) It has full power to execute, deliver, and perform this Contract and all other instruments given by the Business to secure its performance and to enter into and carry out the transactions contemplated herein. Such execution, delivery, and performance are not in contravention of law or the Business's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking, or any other restriction, obligation or instrument to which the Business is a party or by which it is bound. This Contract has by proper action been duly authorized, executed, and delivered by the Business and all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Business.
There is no threatened, pending, or actual litigation or proceeding against the Business or any other person which affects, in any manner whatsoever, the right of the Business to execute the Contract or to otherwise comply with its obligations contained in the Contract.

The Business is engaged in interstate or intrastate commerce for those purposes allowable under 260C.18A 2.

The Business, within the 36 month period prior to the date of this application, did not close or reduce its employment base by more than 20 percent at any of its other business sites in Iowa in order to relocate substantially the same operation to another area of the state.

The Business is not currently involved in a strike, lockout, or other labor dispute at any of its business sites in Iowa.

Persons to receive training under this Contract are current employees of the Business for which the Business pays state withholding tax or in those cases of start-up companies, those receiving the training are owners of the business.

Employees to receive training are not replacement workers who were hired as a result of a strike, lockout, or other labor dispute.

The Business is an equal opportunity Business which complies with all local, state, and federal affirmative action requirements.

ARTICLE II
PROJECT; PROGRAM SERVICES; FEES

Section 2.1. The WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT (WTED) Application for Assistance, as submitted by the Community College in behalf of the Business, and as approved by Community College, shall be incorporated as an integral part of this Contract. The "Project", as defined by the Application, shall consist of the program services and costs of services to be provided, the number of individuals to be trained, the beginning and ending dates of training, the stated budget, and any other provisions specified in the Application.

Section 2.2. The Community College agrees to provide the program services within the constraints of funds awarded to the College. It is understood and agreed that the Business and the Community College will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out by the approved application.

Section 2.3. Iowa Code section 84A.5 requires the Economic Development Authority to report to the Iowa General Assembly the impact of training provided by this Program on the wages of employees who receive training. This information is obtained by matching social security numbers of trainees with State income records. The Business therefore agrees to provide the social security number of each individual who receives training under this contract.

Section 2.4. The Business agrees to complete a Performance Report at the completion of training to evaluate the initial impact of training on the Business' operations. The Business also agrees to complete a follow-up report one year after the completion of training to determine whether the Business' initial objectives for training were met.

Section 2.5. It is understood by the Community College and the Business that should project funds not be available or received from the State of Iowa within a reasonable period of time, this Contract shall be terminated by mutual agreement of the parties. In any event, the Business shall pay all administrative and legal costs associated with this Project which have been incurred by the Community College.
ARTICLE III
PAYMENT AND SECURITY

Section 3.1. The Community College shall create a fund to deposit monies awarded to the Project.

Section 3.2. The Business and the Community College agree that the project award, in the amount of $29,572, the "Project Award" is issued by DMACC as a forgivable loan and shall not be required to be repaid by the Business unless an event of default has occurred. Events of default and associated penalties are specified in Article VI of this Contract. The Community College shall determine whether an event of default has occurred.

ARTICLE IV
CONTRACT MODIFICATION

Section 4.1. Business shall not modify any provision of this Contract without the prior written approval of the Community College.

Section 4.2. The Community College, with the written consent of the Business, has the authority to modify all provisions of this Contract except modifications which result in a reduction of the number of employees to be trained or which significantly change the training program. The Community College is authorized to change the ending dates of the training project, training provider, or other minor modifications to the training program.

Section 4.3. Modifications which result in a reduction of the number of employees to be trained or change the training program content must be approved in writing by the Community College, and the Business.

Section 4.4. This Contract shall not be modified in any way that would result in a violation of the "Act".

ARTICLE V
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS

Section 5.1. The Business shall comply with all federal, state, and local laws, rules, and executive orders, to insure that no applicant for employment or employee is discriminated against because of race, religion, color, age, sex, national origin, or disability.

Section 5.2. The Business shall provide state or federal agencies with appropriate reports as required to insure compliance with equal employment opportunity laws and regulations.

Section 5.3. The Business shall insure, to the maximum extent possible, that all authorized subcontractors comply with provisions of this section.

ARTICLE VI
EVENTS OF DEFAULT
Section 6.1. Events of Default. Each of the following shall be an "event of default":

(A) The Business fails to complete the training project within the agreed period of time as specified in this Contract. In such case, the Business shall be required to repay 20 percent of total project funds expended by the community college and the business.

(B) The Business fails to train the agreed number of employees as specified in this Contract. In such case, the Business shall be required to repay a proportionate amount of total project funds expended by the community college and the Business. The proportion shall be based on the number of employees not trained compared to the number of employees to have been trained.

(C) If both (A) and (B) occur, both repayment provisions shall apply.

(D) The Business fails to comply with any other requirements contained in this Contract. The Business shall be sent written notice by the Community College, which specifies the issue(s) of noncompliance and shall be allowed 20 days from the date notice is sent to effect a cure. If noncompliance is of such a nature that a cure cannot be reasonably accomplished within 20 days, the Community College has the discretion to extend the period of cure to a maximum of 60 days.

(E) The Business ceases or announces the cessation of operations at the project site prior to completion of the training program.

(F) The Business directly or indirectly makes any false or misleading representations or warranties in the program application or training agreement, reports, or any other documents, which are provided, to the Community College.

(G) The Business acts in any manner contrary to, or fails to act in accordance with any provision of this Contract.

(H) Business takes corporate action to effect any of the preceding conditions of default.

Section 6.2. Whenever an event of default has occurred, further training or payments to the Business shall be suspended.

Section 6.3. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (A-C), the Business shall immediately pay to the Community College the amount of penalty determined by the Community College. The Business shall also pay interest on the amount to be repaid at the rate of 6% per annum. Interest shall accrue from the date of each advance for payment of project expenses.

Section 6.4. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (D-H), the Business shall immediately pay to the Community College the amount expended by the Business and the Community College from the Project Award. The Business shall also pay interest on the amount to be repaid at the rate of 6% per annum. Interest shall accrue from the date of each advance for payment of project expenses.

Section 6.5. Whenever an event of default has occurred and is continuing, the Community College may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due or to enforce performance and observance of any other obligation or agreement of the Business under this Contract.

Section 6.6. No remedy conferred upon or reserved to the Community College by this Contract is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be
construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Community College to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 6.7. In the event any agreement contained in this Contract should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 6.8. Whenever an event of default has occurred and is unresolved, the Community College may engage a collection agency for appropriate collection action.

ARTICLE VII
MISCELLANEOUS

Section 7.1. All notices, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate address as follows:

Community College: Des Moines Area Community College
2006 South Ankeny Boulevard
Ankeny, IA 50023

Business: Harvest Innovations
1210 N. 14th St.
Indianola, IA 50125

The Business and the Community College may, by notice given hereunder, designate any further or different addresses to which subsequent notices, requests or other communications shall be sent.

Section 7.2. All covenants, stipulations, obligations and agreements of the Community College contained in this Contract shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Community College or the Board of Directors other than in his official capacity, and neither the members of the Board of Directors nor any official executing this Contract shall be liable personally or be subject to any personal liability or accountability by reason of the covenants, stipulations, obligations or agreements of the Community College contained in this Contract.

Section 7.3. This Contract shall benefit of and be binding in accordance with its terms upon the Community College, the Business and their respective permitted successors and assigns. This Contract may not be assigned by the Business without the express written consent of the Community College and may not be assigned by the Community College except as may be necessary to enforce or secure payment due resulting from an event of default.

Section 7.4. This Contract may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.
Section 7.5. If any provision of this Contract, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into, or taken, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall illegality of any application thereof affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act, or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 7.6. This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the Community College and the Business have caused this Contract to be duly executed all as of the date hereinabove written.

Des Moines Area Community College  Harvest Innovations

Community College  Business

Authorized Signature  Authorized Signature

KEVIN Q. HALTERMAN Vice Ch.  Marcy Maher, CFO

Type Name and Title  Type Name and Title

marcy.maher@harvest-innovations.com

Email Address

2006 South Ankeny Blvd.

Address

2/10/14  12-3-13

Date  Date

Ankeny, IA 50023

Address

Type Name and Title

WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT TRAINING PROGRAM

RETRAINING PROJECT

TRAINING PLAN

for

Soy Investors II, L.L.C.
dba
Harvest Innovations
Project #1

July 10, 2013
SECTION 6. TRAINING PLAN

<table>
<thead>
<tr>
<th>I. Training Start Date:</th>
<th>7/10/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>II. Training End Date:</td>
<td>7/10/2015</td>
</tr>
<tr>
<td>III. TOTAL UNDUPLICATED number of employees to be trained:</td>
<td>25</td>
</tr>
</tbody>
</table>

TRAINING ACTIVITIES TO BE PROVIDED

Complete the following chart for each training activity to be provided. Training activities include vocational and skill assessment and testing, consulting, evaluation, job-related training, etc. List each training activity. Include all direct costs associated with each item listed including trainer cost, equipment, materials, supplies, facility cost, transportation, meals, etc.

Attach a detailed description for each training activity.

<table>
<thead>
<tr>
<th>Training Activity</th>
<th>Training Cost</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Leadership Training</td>
<td>$5,000.00</td>
<td>Strategic planning, using metrics, workplace soft skills, increasing employee engagement</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Title</th>
<th>Wage</th>
<th># To be Trained</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ops/Maint</td>
<td>$20.00</td>
<td>5</td>
</tr>
<tr>
<td>Customer Service</td>
<td>$15.00</td>
<td>5</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Training Activity</th>
<th>Training Cost</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>ERP System Training</td>
<td>$15,000.00</td>
<td>New ERP (Enterprise Resource Planning) user training</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Title</th>
<th>Wage</th>
<th># To be Trained</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting/HR</td>
<td>$42.00</td>
<td>1</td>
</tr>
<tr>
<td>Customer Service</td>
<td>$15.00</td>
<td>2</td>
</tr>
<tr>
<td>Research &amp; Development</td>
<td>$70.00</td>
<td>1</td>
</tr>
<tr>
<td>QA/QC</td>
<td>$27.00</td>
<td>2</td>
</tr>
<tr>
<td>Sales</td>
<td>$65.00</td>
<td>2</td>
</tr>
<tr>
<td>Ops/Maintenance</td>
<td>$20.00</td>
<td>1</td>
</tr>
<tr>
<td>Logistics</td>
<td>$18.00</td>
<td>1</td>
</tr>
</tbody>
</table>

Total Training Cost: $35,000.00

<table>
<thead>
<tr>
<th>Training Activity</th>
<th>Training Cost</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Safety Training</td>
<td>$6,000.00</td>
<td>OSHA compliance, blood borne pathogens, tornado/fire, Lockout/tagout</td>
</tr>
<tr>
<td>Research &amp; Development</td>
<td>$70.00</td>
<td>1</td>
</tr>
<tr>
<td>QA/QC</td>
<td>$27.00</td>
<td>2</td>
</tr>
<tr>
<td>Customer Service</td>
<td>$15.00</td>
<td>5</td>
</tr>
<tr>
<td>Ops/Maintenance</td>
<td>$20.00</td>
<td>2</td>
</tr>
<tr>
<td>Logistics</td>
<td>$18.00</td>
<td>2</td>
</tr>
<tr>
<td>Production</td>
<td>$16.00</td>
<td>13</td>
</tr>
<tr>
<td>Maintenance/Equip training</td>
<td>$4,000.00</td>
<td>Proper machine maintenance, electrical and proper equipment procedural training</td>
</tr>
<tr>
<td>Ops/Maintenance</td>
<td>$20.00</td>
<td>2</td>
</tr>
<tr>
<td>HR Compliance Training</td>
<td>$5,000.00</td>
<td>Respectful workplace, FMLA, interview procedures</td>
</tr>
<tr>
<td>Human Resources</td>
<td>$42.00</td>
<td>1</td>
</tr>
<tr>
<td>QA/QC</td>
<td>$27.00</td>
<td>2</td>
</tr>
<tr>
<td>Accountant</td>
<td>$42.00</td>
<td>1</td>
</tr>
</tbody>
</table>

Total Training Cost: $35,000.00

PROJECT COSTS AND AWARD AMOUNT

For a program award of less than $5,000, the business will provide in-kind matching funds. In-kind matching funds include employee wages paid by the business during the training period, the value of business-provided facilities and equipment used for training, or the value of any other resources provided by the business to facilitate the training program. For a program award of $5,000 or more, the business will provide a cash match of at least 25 percent of the total project cost, including training and administration costs. Is the business's match above the minimum program match?

Yes
A. Explain why the business needs the training identified in the training plan.
Harvest Innovations has grown and continues to grow and expand its processes, products and customer base. Enhancement of employees' skills as the company grows is necessary for continued success.

B. Describe how this training will contribute to the continued existence of the business.
All training described will provide staff with skills to enhance productivity and contribution and will increase efficiency by making better use of in-house expertise.

C. What skills will the employee acquire from the training and how will these skills improve the employee's marketability?
All employees going through the training will gain marketable skills. The goal is to grow our employees within the company, however, should they desire to pursue a career with another company the skills are transferable.

D. Is the average cost of training per employee comparable to the cost of training at Iowa Community Colleges or Universities?
Yes

E. The application documents that all considerations, including funding required to begin the training project have been addressed.
Yes

SECTION 7. ANTICIPATED TRAINING OUTCOMES

<table>
<thead>
<tr>
<th>TRAINING OUTCOME</th>
<th>Current</th>
<th>Anticipated</th>
<th>Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. INCREASE WORKER PRODUCTIVITY (please select those that you want to measure)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ Decrease worker's absenteeism</td>
<td>0 %</td>
<td>0 %</td>
<td>0 %</td>
</tr>
<tr>
<td>☐ Decrease worker turnover rate</td>
<td>25 %</td>
<td>10 %</td>
<td>0 %</td>
</tr>
<tr>
<td>☐ Increased equipment utilization</td>
<td>70 %</td>
<td>90 %</td>
<td>0 %</td>
</tr>
<tr>
<td>☐ Reduced overtime</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>☐ Decreased downtime</td>
<td>0 hrs</td>
<td>0 hrs</td>
<td>0 hrs</td>
</tr>
</tbody>
</table>
The Board of Directors of the Des Moines Area Community College met in regular session on the 10th day of February, 2014, at 4:00 p.m., at the DMACC Commons Building on the campus of the College in Ankeny, Iowa. The meeting was called to order and there were present the following named Board Members:

<table>
<thead>
<tr>
<th>Name</th>
<th>Present</th>
<th>Absent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Joseph Pugel, President</td>
<td>☑️</td>
<td></td>
</tr>
<tr>
<td>Kevin Halterman</td>
<td>☑️</td>
<td></td>
</tr>
<tr>
<td>Jeff Hall</td>
<td></td>
<td>☑️</td>
</tr>
<tr>
<td>Madelyn Tursi</td>
<td>☑️</td>
<td></td>
</tr>
<tr>
<td>Fred Buie</td>
<td></td>
<td>☑️</td>
</tr>
<tr>
<td>Wayne E. Rouse</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cheryl Langston</td>
<td>☑️</td>
<td></td>
</tr>
<tr>
<td>Jim Knott</td>
<td>☑️</td>
<td></td>
</tr>
<tr>
<td>Carl Metzger</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Matters were discussed concerning a Workforce Training and Economic Development Training Contract between the College and Iowa Corn Processors, L.C. Following a discussion of the proposal by the Board, there was introduced and caused to be read a resolution entitled, "A Resolution Approving the Form and Content and Execution and Delivery of a Workforce Training and Economic Development Training Contract between the College and Iowa Corn Processors, L.C." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<table>
<thead>
<tr>
<th>Name</th>
<th>Moved</th>
<th>Seconded</th>
<th>Aye</th>
<th>Nay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Joseph Pugel</td>
<td>☐️</td>
<td>☐️</td>
<td>☑️</td>
<td>☐️</td>
</tr>
<tr>
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<tr>
<td>Carl Metzger</td>
<td>☐️</td>
<td></td>
<td>☑️</td>
<td>☐️</td>
</tr>
</tbody>
</table>
Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

***

[Signature]

PRESIDENT OF THE BOARD OF DIRECTORS

Attest:

[Signature]

Secretary of the Board of Directors
RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT TRAINING CONTRACT BETWEEN THE COLLEGE AND IOWA CORN PROCESSORS, L.C.

WHEREAS, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa (the "State"), and is authorized and empowered by Chapter 260C of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to provide job training paid for from the Workforce Training and Economic Development Fund (the "Fund") established under Section 260C.18A; and

WHEREAS, the College has undertaken negotiations with respect to a jobs training program with Iowa Corn Processors, L.C. (the "Company"), pursuant to the provisions of the Act for the purpose of establishing a jobs training program (hereinafter referred to as the "Project") to train workers at the Company at its facilities located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

WHEREAS, the College has allocated funds in the Fund in order to provide training and intends to use a portion of such funds to pay all or a portion of the costs of the Project, including necessary expenses incidental thereto, in the amount of $25,000; and

WHEREAS, the Company has represented that the Project meets the criteria established by the Act and the Iowa Economic Development Authority for funding; and

WHEREAS, a Workforce Training and Economic Development Training Contract, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Contract, to provide the Project for the Company;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

Section 1. That the Workforce Training and Economic Development Training Contract, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Workforce Training and Economic Development Training Contract, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Workforce Training and Economic Development Training Contract, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto with such changes therein as the officers executing such Workforce Training and Economic Development Training Contract shall approve, such approval to be conclusively evidenced by the execution thereof.
Section 2. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 3. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 10th day of February, 2014.

[Signature]
President of the Board of Directors

ATTEST:

[Signature]
Secretary of the Board of Directors
STATE OF IOWA
COUNTY OF POLK

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on February 10, 2014, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 10th day of February, 2014.

Carolyn Farlow
SECRETARY OF THE BOARD OF DIRECTORS
This WTED TRAINING CONTRACT (the "Contract"), effective as of February 10, 2014, between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Iowa Corn Processors, L.C., Gildden, Iowa, (the "Business" and its location), is entered into under the following circumstances:

A. Pursuant to Chapter 260C.18A (the "Act"), the Community College enters into this Contract with the Business for purposes of establishing a training program to educate and train certain persons with the Business.

B. The Community College and the Business each have full right and lawful authority to enter into this Contract and to perform and monitor the provisions of this Contract as they apply respectively to the Community College and the Business.

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements herein contained, the parties agree as follows:

ARTICLE I
REPRESENTATIONS

Section 1.1. Representations of the Community College. The Community College represents and covenants that:

(A) It is duly organized and validly existing under the laws of the State of Iowa;

(B) It is not in violation of or in conflict with any provisions of the laws of the State, which would impair its ability to carry out its obligations hereunder;

(C) It is empowered to enter into the transactions contemplated by this Contract; and

(D) It will do all things in its power required to maintain its existence or assure the assumption of its obligations hereunder by any successor public body.

Section 1.2. Representations and Covenants of the Business. The Business represents and covenants that:

(A) It is a business duly qualified to do business in Iowa;

(B) It has full power to execute, deliver, and perform this Contract and all other instruments given by the Business to secure its performance and to enter into and carry out the transactions contemplated herein. Such execution, delivery, and performance are not in contravention of law or the Business's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking, or any other restriction, obligation or instrument to which the Business is a party or by which it is bound. This Contract has by proper action been duly authorized, executed, and delivered by the Business and all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Business.
(C) There is no threatened, pending, or actual litigation or proceeding against the Business or any other person which affects, in any manner whatsoever, the right of the Business to execute the Contract or to otherwise comply with its obligations contained in the Contract.

(D) The Business is engaged in interstate or intrastate commerce for those purposes allowable under 260C.18A 2.

(E) The Business, within the 36 month period prior to the date of this application, did not close or reduce its employment base by more than 20 percent at any of its other business sites in Iowa in order to relocate substantially the same operation to another area of the state.

(F) The Business is not currently involved in a strike, lockout, or other labor dispute at any of its business sites in Iowa.

(G) Persons to receive training under this Contract are current employees of the Business for which the Business pays state withholding tax or in those cases of start-up companies, those receiving the training are owners of the business.

(H) Employees to receive training are not replacement workers who were hired as a result of a strike, lockout, or other labor dispute.

(I) The Business is an equal opportunity Business which complies with all local, state, and federal affirmative action requirements.

ARTICLE II
PROJECT; PROGRAM SERVICES; FEES

Section 2.1. The WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT (WTED) Application for Assistance, as submitted by the Community College in behalf of the Business, and as approved by Community College, shall be incorporated as an integral part of this Contract. The "Project", as defined by the Application, shall consist of the program services and costs of services to be provided, the number of individuals to be trained, the beginning and ending dates of training, the stated budget, and any other provisions specified in the Application.

Section 2.2. The Community College agrees to provide the program services within the constraints of funds awarded to the College. It is understood and agreed that the Business and the Community College will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out by the approved application.

Section 2.3. Iowa Code section 84A.5 requires the Economic Development Authority to report to the Iowa General Assembly the impact of training provided by this Program on the wages of employees who receive training. This information is obtained by matching social security numbers of trainees with State income records. The Business therefore agrees to provide the social security number of each individual who receives training under this contract.

Section 2.4. The Business agrees to complete a Performance Report at the completion of training to evaluate the initial impact of training on the Business' operations. The Business also agrees to complete a follow-up report one year after the completion of training to determine whether the Business' initial objectives for training were met.

Section 2.5. It is understood by the Community College and the Business that should project funds not be available or received from the State of Iowa within a reasonable period of time, this Contract shall be terminated by mutual agreement of the parties. In any event, the Business shall pay all administrative and legal costs associated with this Project which have been incurred by the Community College.
ARTICLE III
PAYMENT AND SECURITY

Section 3.1. The Community College shall create a fund to deposit monies awarded to the Project.

Section 3.2. The Business and the Community College agree that the project award, in the amount of $25,000 (the "Project Award") is issued by DMACC as a forgivable loan and shall not be required to be repaid by the Business unless an event of default has occurred. Events of default and associated penalties are specified in Article VI of this Contract. The Community College shall determine whether an event of default has occurred.

ARTICLE IV
CONTRACT MODIFICATION

Section 4.1. Business shall not modify any provision of this Contract without the prior written approval of the Community College.

Section 4.2. The Community College, with the written consent of the Business, has the authority to modify all provisions of this Contract except modifications which result in a reduction of the number of employees to be trained or which significantly change the training program. The Community College is authorized to change the ending dates of the training project, training provider, or other minor modifications to the training program.

Section 4.3. Modifications which result in a reduction of the number of employees to be trained or change the training program content must be approved in writing by the Community College, and the Business.

Section 4.4. This Contract shall not be modified in any way that would result in a violation of the "Act".

ARTICLE V
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS

Section 5.1. The Business shall comply with all federal, state, and local laws, rules, and executive orders, to insure that no applicant for employment or employee is discriminated against because of race, religion, color, age, sex, national origin, or disability.

Section 5.2. The Business shall provide state or federal agencies with appropriate reports as required to insure compliance with equal employment opportunity laws and regulations.

Section 5.3. The Business shall insure, to the maximum extent possible, that all authorized subcontractors comply with provisions of this section.
ARTICLE VI
EVENTS OF DEFAULT

Section 6.1. Events of Default. Each of the following shall be an "event of default":

(A) The Business fails to complete the training project within the agreed period of time as specified in this Contract. In such case, the Business shall be required to repay 20 percent of total project funds expended by the community college and the business.

(B) The Business fails to train the agreed number of employees as specified in this Contract. In such case, the Business shall be required to repay a proportionate amount of total project funds expended by the community college and the Business. The proportion shall be based on the number of employees not trained compared to the number of employees to have been trained.

(C) If both (A) and (B) occur, both repayment provisions shall apply.

(D) The Business fails to comply with any other requirements contained in this Contract. The Business shall be sent written notice by the Community College, which specifies the issue(s) of noncompliance and shall be allowed 20 days from the date notice is sent to effect a cure. If noncompliance is of such a nature that a cure cannot be reasonably accomplished within 20 days, the Community College has the discretion to extend the period of cure to a maximum of 60 days.

(E) The Business ceases or announces the cessation of operations at the project site prior to completion of the training program.

(F) The Business directly or indirectly makes any false or misleading representations or warranties in the program application or training agreement, reports, or any other documents, which are provided, to the Community College.

(G) The Business acts in any manner contrary to, or fails to act in accordance with any provision of this Contract.

(H) Business takes corporate action to effect any of the preceding conditions of default.

Section 6.2. Whenever an event of default has occurred, further training or payments to the Business shall be suspended.

Section 6.3. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (A-C), the Business shall immediately pay to the Community College the amount of penalty determined by the Community College. The Business shall also pay interest on the amount to be repaid at the rate of 6% per annum. Interest shall accrue from the date of each advance for payment of project expenses.

Section 6.4. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (D-H), the Business shall immediately pay to the Community College the amount expended by the Business and the Community College from the Project Award. The Business shall also pay interest on the amount to be repaid at the rate of 6% per annum. Interest shall accrue from the date of each advance for payment of project expenses.

Section 6.5. Whenever an event of default has occurred and is continuing, the Community College may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due or to enforce performance and observance of any other obligation or agreement of the Business under this Contract.

Section 6.6. No remedy conferred upon or reserved to the Community College by this Contract is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and
shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Community College to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 6.7. In the event any agreement contained in this Contract should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 6.8. Whenever an event of default has occurred and is unresolved, the Community College may engage a collection agency for appropriate collection action.

ARTICLE VII
MISCELLANEOUS

Section 7.1. All notices, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate address as follows:

Community College:  Des Moines Area Community College
                      2006 South Ankeny Boulevard
                      Ankeny, IA 50023

Business:  Iowa Corn Processors
           20481 Sycamore Ave.
           Glidden, Iowa 51443

The Business and the Community College may, by notice given hereunder, designate any further or different addresses to which subsequent notices, requests or other communications shall be sent.

Section 7.2. All covenants, stipulations, obligations and agreements of the Community College contained in this Contract shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Community College or the Board of Directors other than in his official capacity, and neither the members of the Board of Directors nor any official executing this Contract shall be liable personally or be subject to any personal liability or accountability by reason of the covenants, stipulations, obligations or agreements of the Community College contained in this Contract.

Section 7.3. This Contract shall benefit of and be binding in accordance with its terms upon the Community College, the Business and their respective permitted successors and assigns. This Contract may not be assigned by the Business without the express written consent of the Community College and may not be assigned by the Community College except as may be necessary to enforce or secure payment due resulting from an event of default.

Section 7.4. This Contract may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.
Section 7.5. If any provision of this Contract, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into, or taken, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall illegality of any application thereof affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act, or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 7.6. This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the Community College and the Business have caused this Contract to be duly executed all as of the date hereinabove written.

Des Moines Area Community College
Community College

Iowa Corn Processors
Business

Authorized Signature

Authorized Signature

KEVIN D. HALTERMAN VICE CH.
Type Name and Title

Type Name and Title

hcharles@commill.com
Email Address

2006 South Ankeny Blvd.
Address

20481 Sycamore Ave., Glenwood, IA
Address

2/10/14
Date

11/16/13
Date
WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT TRAINING PROGRAM

RETRAINING PROJECT

TRAINING PLAN

for

Iowa Corn Processors, L.C.
Project #1

October 1, 2013
Training Plan
For
Iowa Corn Processors

WTED Project #1

The following Training Plan reflects the expected training activities for Iowa Corn Processors. The company will document the names and social security numbers of the employees who receive training, and will keep track of the specific training received by each employee. All records of training documentation to support the expenditures will be kept according to the categories shown below. They will be submitted for reimbursement as the training progresses.

1. Job Skill Training
   The following activities are intended to assist employees of Iowa Corn Processors to improve their knowledge and practice of Industry Specific training, safety training, management/supervisory training, computer skills training, maintenance training, and/or tuition reimbursement.

   - Iowa Corn Processors will have employees go through training as it relates specifically to the industry they are in. This may include good manufacturing practices, continuous improvement training, miller training, maintenance training, CNC training, AutoCAD training, and/or welding training.

   - DMACC and outside vendors may provide Supervisory/Management training in order to enhance the leadership and teambuilding skills of the organization. Classes, seminars, and training sessions may provide instruction in coaching and counseling, communication skills, project management skills, time management, and other items that may relate to leadership development.
Classes, seminars, and training sessions may provide safety training as it relates to Iowa Corn Processors business. May include OSHA training and other safety-related instruction.

Classes, seminars, and training for software and business system training as it relates to Iowa Corn Processors' business. May include Microsoft products training.

A portion of these costs will include tuition, registration fees, materials, equipment, and travel expenses and will be reimbursed from the WTED program or Iowa Corn Processors cash match.

Training will begin on October 1, 2013 with completion anticipated for October 1, 2015. Upon receipt of proper documentation, reimbursement to all providers of training and training that meets the guidelines of 260F, DMACC, and this training plan, will be made on an applied for basis.
SECTION 6. TRAINING PLAN

I. Training start date. 10/1/13

II. Training end date. 10/1/15

Note: Training plans can be written for a maximum of two years

III. TOTAL UNDUPLICATED number of employees to be trained.

TRAINING ACTIVITIES TO BE PROVIDED

Complete the following chart for each training activity to be provided. Training activities include vocational and skill assessment and testing, consulting, evaluation, job-related training, etc. List each training activity. Include all direct costs associated with each item listed including trainer cost, equipment, materials, supplies, facility cost, transportation, meals, etc. Do not include employee wages. Attach a detailed description for each training activity.

<table>
<thead>
<tr>
<th>Training Activity</th>
<th>Training Cost</th>
<th># To be Trained</th>
<th>In-Kind Match</th>
</tr>
</thead>
<tbody>
<tr>
<td>Industry Specific Training</td>
<td>15,000</td>
<td>4</td>
<td>Value of Wages &amp; Benefits</td>
</tr>
<tr>
<td>Safety Training</td>
<td>7,000</td>
<td>4</td>
<td>Value of Facilities</td>
</tr>
<tr>
<td>Management/Supervisory Training</td>
<td>5,000</td>
<td>1</td>
<td>Value of Equipment:</td>
</tr>
<tr>
<td>Computer Skills Training</td>
<td>2,650</td>
<td>1</td>
<td>Value of Supplies</td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td>Other.</td>
</tr>
</tbody>
</table>

Total Training Cost: $29,650

PROJECT COSTS AND AWARD AMOUNT

For a program award of less than $5,000, the business will provide in-kind matching funds. In-kind matching funds include employee wages paid by the business during the training period, the value of business-provided facilities and equipment used for training, or the value of any other resources provided by the business to facilitate the training program. For a program award of $5,000 or more, the business will provide a cash match of at least 25 percent of the total project cost, including training and administration costs. Is the business’s match above the minimum program match?  Yes ☐  No ☑

| Total Training Cost | $29,650 |
| Administration Cost | $3,750  |
| Total Project Cost  | $33,400 |
| (training cost + administration cost) | |
| Amount of Company Cash Match | $8,400 |
| Award Amount        | $25,000 |
Ankeny, Iowa  
February 10, 2014

The Board of Directors of the Des Moines Area Community College met in regular session on the 10th day of February, 2014, at 4:00 p.m., at the DMACC Commons Building on the campus of the College in Ankeny, Iowa. The meeting was called to order and there were present the following named Board Members:

<table>
<thead>
<tr>
<th>Name</th>
<th>Present</th>
<th>Absent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Joseph Pugel, President</td>
<td>✔️</td>
<td></td>
</tr>
<tr>
<td>Kevin Halterman</td>
<td>✔️</td>
<td></td>
</tr>
<tr>
<td>Jeff Hall</td>
<td></td>
<td>✔️</td>
</tr>
<tr>
<td>Madelyn Tursi</td>
<td>✔️</td>
<td></td>
</tr>
<tr>
<td>Fred Buie</td>
<td>✔️</td>
<td></td>
</tr>
<tr>
<td>Wayne E. Rouse</td>
<td>✔️</td>
<td></td>
</tr>
<tr>
<td>Cheryl Langston</td>
<td>✔️</td>
<td></td>
</tr>
<tr>
<td>Jim Knott</td>
<td>✔️</td>
<td></td>
</tr>
<tr>
<td>Carl Metzger</td>
<td>✔️</td>
<td></td>
</tr>
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</table>

Matters were discussed concerning a Workforce Training and Economic Development Training Contract between the College and Saxton, Inc. Design Group. Following a discussion of the proposal by the Board, there was introduced and caused to be read a resolution entitled, “A Resolution Approving the Form and Content and Execution and Delivery of a Workforce Training and Economic Development Training Contract between the College and Saxton, Inc. Design Group.” The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<table>
<thead>
<tr>
<th>Name</th>
<th>Moved</th>
<th>Seconded</th>
<th>Aye</th>
<th>Nay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Joseph Pugel</td>
<td></td>
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<td>✔️</td>
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<td>Carl Metzger</td>
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<td></td>
<td>✔️</td>
<td></td>
</tr>
</tbody>
</table>
Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

****

[Signature]

PRESIDENT OF THE BOARD OF DIRECTORS

Attest:

[Signature]

Secretary of the Board of Directors
RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT TRAINING CONTRACT BETWEEN THE COLLEGE AND SAXTON, INC. DESIGN GROUP.

WHEREAS, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa (the "State"), and is authorized and empowered by Chapter 260C of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to provide job training paid for from the Workforce Training and Economic Development Fund (the "Fund") established under Section 260C.18A; and

WHEREAS, the College has undertaken negotiations with respect to a jobs training program with Saxton, Inc. Design Group (the "Company"), pursuant to the provisions of the Act for the purpose of establishing a jobs training program (hereinafter referred to as the "Project") to train workers at the Company at its facilities located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

WHEREAS, the College has allocated funds in the Fund in order to provide training and intends to use a portion of such funds to pay all or a portion of the costs of the Project, including necessary expenses incidental thereto, in the amount of $25,000; and

WHEREAS, the Company has represented that the Project meets the criteria established by the Act and the Iowa Economic Development Authority for funding; and

WHEREAS, a Workforce Training and Economic Development Training Contract, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Contract, to provide the Project for the Company;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

Section 1. That the Workforce Training and Economic Development Training Contract, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Workforce Training and Economic Development Training Contract, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Workforce Training and Economic Development Training Contract, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto with such changes therein as the officers executing such Workforce Training and Economic Development Training Contract shall approve, such approval to be conclusively evidenced by the execution thereof.
Section 2. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 3. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 10th day of February, 2014.

President of the Board of Directors

ATTEST:

Secretary of the Board of Directors
STATE OF IOWA )
COUNTY OF POLK ) ss

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on February 10, 2014, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 10th day of February, 2014.

[Signature]
SECRETARY OF THE BOARD OF DIRECTORS
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NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements herein contained, the parties agree as follows:

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(A) It is duly organized and validly existing under the laws of the State of Iowa;

(B) It is not in violation of or in conflict with any provisions of the laws of the State, which would impair its ability to carry out its obligations hereunder;

(C) It is empowered to enter into the transactions contemplated by this Contract; and

(D) It will do all things in its power required to maintain its existence or assure the assumption of its obligations hereunder by any successor public body.

Section 1.2. Representations and Covenants of the Business. The Business represents and covenants that:

(A) It is a business duly qualified to do business in Iowa;

(B) It has full power to execute, deliver, and perform this Contract and all other instruments given by the Business to secure its performance and to enter into and carry out the transactions contemplated herein. Such execution, delivery, and performance are not in contravention of law or the Business's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking, or any other restriction, obligation or instrument to which the Business is a party or by which it is bound. This Contract has by proper action been duly authorized, executed, and delivered by the Business and all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Business.

(C) There is no threatened, pending, or actual litigation or proceeding against the Business or any other person which affects, in any manner whatsoever, the right of the Business to execute the Contract or to otherwise comply with its obligations contained in the Contract.
(D) The Business is engaged in interstate or intrastate commerce for those purposes allowable under 260C.18A 2.

(E) The Business, within the 36 month period prior to the date of this application, did not close or reduce its employment base by more than 20 percent at any of its other business sites in Iowa in order to relocate substantially the same operation to another area of the state.

(F) The Business is not currently involved in a strike, lockout, or other labor dispute at any of its business sites in Iowa.

(G) Persons to receive training under this Contract are current employees of the Business for which the Business pays state withholding tax or in those cases of start-up companies, those receiving the training are owners of the business.

(H) Employees to receive training are not replacement workers who were hired as a result of a strike, lockout, or other labor dispute.

(I) The Business is an equal opportunity Business which complies with all local, state, and federal affirmative action requirements.

ARTICLE II
PROJECT; PROGRAM SERVICES; FEES

Section 2.1. The WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT (WTED) Application for Assistance, as submitted by the Community College in behalf of the Business, and as approved by Community College, shall be incorporated as an integral part of this Contract. The "Project", as defined by the Application, shall consist of the program services and costs of services to be provided, the number of individuals to be trained, the beginning and ending dates of training, the stated budget, and any other provisions specified in the Application.

Section 2.2. The Community College agrees to provide the program services within the constraints of funds awarded to the College. It is understood and agreed that the Business and the Community College will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out by the approved application.

Section 2.3. Iowa Code section 84A.5 requires the Economic Development Authority to report to the Iowa General Assembly the impact of training provided by this Program on the wages of employees who receive training. This information is obtained by matching social security numbers of trainees with State income records. The Business therefore agrees to provide the social security number of each individual who receives training under this contract.

Section 2.4. The Business agrees to complete a Performance Report at the completion of training to evaluate the initial impact of training on the Business' operations. The Business also agrees to complete a follow-up report one year after the completion of training to determine whether the Business' initial objectives for training were met.

Section 2.5. It is understood by the Community College and the Business that should project funds not be available or received from the State of Iowa within a reasonable period of time, this Contract shall be terminated by mutual agreement of the parties. In any event, the Business shall pay all administrative and legal costs associated with this Project which have been incurred by the Community College.
ARTICLE III
PAYMENT AND SECURITY

Section 3.1. The Community College shall create a fund to deposit monies awarded to the Project.

Section 3.2. The Business and the Community College agree that the project award, in the amount of $25,000.00, (the "Project Award") is issued by DMACC as a forgivable loan and shall not be required to be repaid by the Business unless an event of default has occurred. Events of default and associated penalties are specified in Article VI of this Contract. The Community College shall determine whether an event of default has occurred.

ARTICLE IV
CONTRACT MODIFICATION

Section 4.1. Business shall not modify any provision of this Contract without the prior written approval of the Community College.

Section 4.2. The Community College, with the written consent of the Business, has the authority to modify all provisions of this Contract except modifications which result in a reduction of the number of employees to be trained or which significantly change the training program. The Community College is authorized to change the ending dates of the training project, training provider, or other minor modifications to the training program.

Section 4.3. Modifications which result in a reduction of the number of employees to be trained or change the training program content must be approved in writing by the Community College, and the Business.

Section 4.4. This Contract shall not be modified in any way that would result in a violation of the "Act".

ARTICLE V
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS

Section 5.1. The Business shall comply with all federal, state, and local laws, rules, and executive orders, to insure that no applicant for employment or employee is discriminated against because of race, religion, color, age, sex, national origin, or disability.

Section 5.2. The Business shall provide state or federal agencies with appropriate reports as required to insure compliance with equal employment opportunity laws and regulations.

Section 5.3. The Business shall insure, to the maximum extent possible, that all authorized subcontractors comply with provisions of this section.

ARTICLE VI
EVENTS OF DEFAULT

Section 6.1. Events of Default. Each of the following shall be an "event of default":

(A) The Business fails to complete the training project within the agreed period of time as specified in this Contract. In such case, the Business shall be required to repay 20 percent of total project funds expended by the community college and the business.

(B) The Business fails to train the agreed number of employees as specified in this Contract. In such case, the Business shall be required to repay a proportionate amount of total project funds expended by the community college and the Business. The proportion shall be based on the number of employees not trained compared to the number of employees to have been trained.
(C) If both (A) and (B) occur, both repayment provisions shall apply.

(D) The Business fails to comply with any other requirements contained in this Contract. The Business shall be sent written notice by the Community College, which specifies the issue(s) of noncompliance and shall be allowed 20 days from the date notice is sent to effect a cure. If noncompliance is of such a nature that a cure cannot be reasonably accomplished within 20 days, the Community College has the discretion to extend the period of cure to a maximum of 60 days.

(E) The Business ceases or announces the cessation of operations at the project site prior to completion of the training program.

(F) The Business directly or indirectly makes any false or misleading representations or warranties in the program application or training agreement, reports, or any other documents, which are provided, to the Community College.

(G) The Business acts in any manner contrary to, or fails to act in accordance with any provision of this Contract.

(H) Business takes corporate action to effect any of the preceding conditions of default.

Section 6.2. Whenever an event of default has occurred, further training or payments to the Business shall be suspended.

Section 6.3. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (A-C), the Business shall immediately pay to the Community College the amount of penalty determined by the Community College. The Business shall also pay interest on the amount to be repaid at the rate of 6% per annum. Interest shall accrue from the date of each advance for payment of project expenses.

Section 6.4. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (D-H), the Business shall immediately pay to the Community College from the Project Award. The Business shall also pay interest on the amount to be repaid at the rate of 6% per annum. Interest shall accrue from the date of each advance for payment of project expenses.

Section 6.5. Whenever an event of default has occurred and is continuing, the Community College may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due or to enforce performance and observance of any other obligation or agreement of the Business under this Contract.

Section 6.6. No remedy conferred upon or reserved to the Community College by this Contract is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Community College to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 6.7. In the event any agreement contained in this Contract should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 6.8. Whenever an event of default has occurred and is unresolved, the Community College may engage a collection agency for appropriate collection action.
ARTICLE VII
MISCELLANEOUS

Section 7.1. All notices, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate address as follows:

Community College: Des Moines Area Community College
2006 South Ankeny Boulevard
Ankeny, IA 50023

Business: Saxton Inc.
108 3rd Street, Suite 100
Des Moines, IA 50309

The Business and the Community College may, by notice given hereunder, designate any further or different addresses to which subsequent notices, requests or other communications shall be sent.

Section 7.2. All covenants, stipulations, obligations and agreements of the Community College contained in this Contract shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Community College or the Board of Directors other than in his official capacity, and neither the members of the Board of Directors nor any official executing this Contract shall be liable personally or be subject to any personal liability or accountability by reason of the covenants, stipulations, obligations or agreements of the Community College contained in this Contract.

Section 7.3. This Contract shall benefit of and be binding in accordance with its terms upon the Community College, the Business and their respective permitted successors and assigns. This Contract may not be assigned by the Business without the express written consent of the Community College and may not be assigned by the Community College except as may be necessary to enforce or secure payment due resulting from an event of default.

Section 7.4. This Contract may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 7.5. If any provision of this Contract, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into, or taken, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall illegality of any application thereof affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act, or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 7.6. This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.
IN WITNESS WHEREOF, the Community College and the Business have caused this Contract to be duly executed all as of the date hereinabove written.

Des Moines Area Community College

Kevin D Halterman, Vice President

Kim Augspurger, President

Authorized Signature

Authorized Signature

2006 South Ankeny Blvd.

108 3rd Street, Suite 100

Ankeny, IA 50023

Des Moines, IA 50309

Date

Date

2/10/14

12-3-2013
WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT TRAINING PROGRAM

RETRAINING PROJECT

TRAINING PLAN

for

Saxton, Inc. Design Group
Project #2

March 1, 2014
Training Plan and Budget
For
Saxton, Inc
260F Project

The following Training Plan reflects the expected training activities for Saxton, Inc. The company will participate in some, if not all, of the following activities.

The company will document the names and social security numbers of the employees who receive training, and will keep track of specific training received by each employee. All records of training documentation to support the expenditures will be kept according to the categories shown below. They will be submitted for reimbursement as the training progresses.

This training plan has been designed by Saxton Inc. staff with assistance from a DMACC Training Consultant. The Training Plan and Budget are as follows.

<table>
<thead>
<tr>
<th>Cost</th>
<th>260F Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. Job Skill Training          25250.00  18,000.00</td>
<td></td>
</tr>
<tr>
<td>Saxton Inc. plans to do job skills training that may include but is not limited to the following: Environments of Aging training, Neocon, It Training, IFMA/World Workplace, Healthcare Design, Knoll Installation, industry Training &amp; sales training. The training may be seminars, workshops, consultants, classroom training, web-based training or self-study.</td>
<td></td>
</tr>
<tr>
<td>II. Management/Supervisory Skills  4400.00  3,250.00</td>
<td></td>
</tr>
<tr>
<td>Saxton Inc. plans to do Management/Supervisory Training that may include or is not limited to the following: Iowa Women's Leadership Seminar, and Leadership Development Training with the White Rabbit Group. The training may be seminars, workshops, consultants, classroom training, web-based training or self-study.</td>
<td></td>
</tr>
<tr>
<td>III. Materials and Supplies</td>
<td></td>
</tr>
<tr>
<td>IV. Administrative Costs $ 3,750 $3,750</td>
<td></td>
</tr>
<tr>
<td>DMACC will help the company monitor the activity for the duration of the contract to assure that the training objectives are met.</td>
<td></td>
</tr>
<tr>
<td>Total $33,400.00 $25,000</td>
<td></td>
</tr>
</tbody>
</table>
The training began 3/1/2014 with completion anticipated by 3/1/2016. Upon receipt of proper documentation and reimbursement to all providers of training and training that meets guidelines of 260F, DMACC and this training plan will be made on an applied for basis.

The company will train at least 24 unduplicated employees and will show, at the completion of the contract, $8,400 in-kind cash match. This match will be linked to the training as outlined in this plan.
**DMACC - Plant Fund Status Report - 12/31/13**

*Note: Assumes Annual Growth of 4.0% for FY 2005 to 2015 (Last Year of Prior Levy and 10 Years of Current Levy)*

**NOTE: This Document Is For Planning Purposes Only and Is Subject To Change**

### Sources / Uses

<table>
<thead>
<tr>
<th>Sources</th>
<th>Plant Fund</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Plant Fund:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Property Tax **</td>
<td>67,508,884</td>
<td>67,508,884</td>
</tr>
<tr>
<td>2. Interest on investments</td>
<td>511,553</td>
<td>511,553</td>
</tr>
<tr>
<td><strong>Government:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Additional State Aid Appropriation</td>
<td>2,800,764</td>
<td>2,800,764</td>
</tr>
<tr>
<td>4. ACE Infrastructure funds</td>
<td>3,135,551</td>
<td>3,135,551</td>
</tr>
<tr>
<td>5. Iowa Values Funds</td>
<td>1,545,000</td>
<td>1,545,000</td>
</tr>
<tr>
<td>6. Federal - Electronic Crime Inst.</td>
<td>208,000</td>
<td>208,000</td>
</tr>
<tr>
<td>7. Microsoft Settlement</td>
<td>1,662,593</td>
<td>1,662,593</td>
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<tr>
<td>8. Borrowing Proceeds</td>
<td>16,150,000</td>
<td>16,150,000</td>
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<td>9. Sale of Bldg 23 and Porter Center</td>
<td>1,811,730</td>
<td>1,811,730</td>
</tr>
<tr>
<td>10. Donations/Gifts in kind</td>
<td>8,732,018</td>
<td>8,732,018</td>
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<tr>
<td>11. Story County Schools - 28E Contribution</td>
<td>1,600,000</td>
<td>1,600,000</td>
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<tr>
<td>12. Jasper County Schools - 28E Contribution</td>
<td>850,000</td>
<td>850,000</td>
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<tr>
<td><strong>Transfers:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13. Fund 1 - Utilities **</td>
<td>17,642,220</td>
<td>17,642,220</td>
</tr>
<tr>
<td>14. Fund 2 - 260E Interest &amp; Cost Recovery</td>
<td>7,367,918</td>
<td>7,367,918</td>
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<tr>
<td>15. Fund 3 - Bookstores &amp; Sales Accounts</td>
<td>1,502,116</td>
<td>1,502,116</td>
</tr>
<tr>
<td>16. Various Departments</td>
<td>15,797,480</td>
<td>15,797,480</td>
</tr>
<tr>
<td>17. Other revenue</td>
<td>2,298,571</td>
<td>2,298,571</td>
</tr>
</tbody>
</table>

**Total Sources** | 66,953,961 | 84,170,437 | 151,124,398 |

### Uses of Funds:

| Uses of Funds | | |
|----------------|---------------------|
| **Debt Service:** | | |
| Principal & Interest | 360,391 | 15,134,314 | 15,494,705 |
| Lease of Newton Facility from DMACC Foundation | | 374,557 | 374,557 |

**Annual Allocations:**

| Annual Allocations | | |
|-------------------|---------------------|
| 21. Utilities ** | 17,956,106 | 17,956,106 |
| 22. District - Capital renewal ** | 895,715 | 14,575,710 | 15,471,425 |
| 23. District - Instructional equipment and supplies ** | 8,181 | 3,604,119 | 3,612,300 |
| 24. District - Technology Upgrades/Equipment ** | 2,653,384 | 12,337,341 | 14,990,725 |
| 25. Administration ** | | 3,099,596 | 3,099,596 |

**Completed Projects (Page 2, Line 40):**

| Completed Projects | | |
|-------------------|---------------------|
| 26. | 33,406,692 | 23,686,629 | 57,075,321 |

**Projects Under Construction:**

| Projects Under Construction | | |
|-----------------------------|---------------------|
| 27. Ankeny - Building 1 Remodel | 4,000,000 | 4,000,000 |
| 28. District - Ad Astra Scheduling Software | 179,990 | 179,990 |
| 29. District - Other | | 0 |
| 30. West - Storage Building | 300,000 | 300,000 |
| 31. Urban - Property Purchase | 70,000 | 70,000 |
| 32. Ankeny - Remodel Bldgs 17-20 | | 180,000 |
| 33. Southridge remodel and equipment | 4,556,507 | 7,896,241 | 12,452,748 |
| 34. Purchase of 1300 Des Moines Street | | 1,487,573 | 1,487,573 |
| 35. Story County - Hunziker Center Second Floor | | 2,000,000 | 2,000,000 |

**Unencumbered funds** | 2,816,985 | 579,301 | 3,396,286 |

**Total Uses** | 66,953,961 | 85,187,371 | 152,141,332 |

**Excess (deficit)** | | |
<table>
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**Beginning Fund Balance** | | |
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**Ending Fund Balance** | | |
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### Completed Projects:

<table>
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<tr>
<th>Project Details</th>
<th>Other Sources</th>
<th>Plant Fund</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Ankeny - Bookstore Storage</td>
<td>317,939</td>
<td></td>
<td>317,939</td>
</tr>
<tr>
<td>2. Ankeny - Chemistry Lab Remodel &amp; Equip - Bldg #4</td>
<td>293,670</td>
<td>2,077</td>
<td>295,747</td>
</tr>
<tr>
<td>3. Ankeny - Chiller Repairs</td>
<td>213,600</td>
<td>84,991</td>
<td>298,591</td>
</tr>
<tr>
<td>4. Ankeny - Culinary arts remodeling</td>
<td>1,470,580</td>
<td>700,000</td>
<td>2,170,580</td>
</tr>
<tr>
<td>5. Ankeny - Diesel Storage Building</td>
<td>74,367</td>
<td></td>
<td>74,367</td>
</tr>
<tr>
<td>6. Ankeny - FFA - Bldg / F &amp; F / Parking</td>
<td>3,804,413</td>
<td></td>
<td>3,804,413</td>
</tr>
<tr>
<td>7. Ankeny - General Motors Training - Building 13</td>
<td>286,363</td>
<td></td>
<td>286,363</td>
</tr>
<tr>
<td>8. Ankeny - Gymnasium Air-Conditioning</td>
<td>80,000</td>
<td>29,657</td>
<td>109,657</td>
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<tr>
<td>9. Ankeny - Health Sciences Bldg, Equip. &amp; Parking</td>
<td>3,002,639</td>
<td>9,030,298</td>
<td>12,032,937</td>
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<tr>
<td>10. Ankeny - Purchase of Casey's Building (#21)</td>
<td>91,909</td>
<td></td>
<td>91,909</td>
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<tr>
<td>11. Ankeny - Remodel &amp; Equip (After Health Science)</td>
<td>1,096,123</td>
<td>2,290,000</td>
<td>3,386,123</td>
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<tr>
<td>12. Ankeny - Remodel Marketing Building (#21)</td>
<td>178,326</td>
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<td>178,326</td>
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<tr>
<td>13. Ankeny - Snack Bar/Cafeteria Remodel</td>
<td>349,268</td>
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<td>349,268</td>
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<tr>
<td>15. Boone - Baseball Field &amp; Study</td>
<td>379,762</td>
<td>5,000</td>
<td>384,762</td>
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<tr>
<td>16. Boone - Cafeteria Remodel</td>
<td>104,527</td>
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<td>104,527</td>
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<tr>
<td>17. Boone - Country Club Land</td>
<td></td>
<td>208,000</td>
<td>208,000</td>
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<tr>
<td>20. Boone Student Housing # 5</td>
<td>1,537,270</td>
<td></td>
<td>1,537,270</td>
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<tr>
<td>21. Carroll - Addition</td>
<td>26,048</td>
<td>89,023</td>
<td>115,071</td>
</tr>
<tr>
<td>22. District - DMACC Portion of IACCT Building</td>
<td>435,185</td>
<td></td>
<td>435,185</td>
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<tr>
<td>23. District - Emergency Notification System</td>
<td>100,000</td>
<td>147,352</td>
<td>247,352</td>
</tr>
<tr>
<td>24. District - Matching Funds for energy grants</td>
<td>1,726,276</td>
<td></td>
<td>1,726,276</td>
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<tr>
<td>25. District - Other</td>
<td>337,464</td>
<td>3,224</td>
<td>337,464</td>
</tr>
<tr>
<td>26. District - Science Labs (Newton/West/Urban)</td>
<td></td>
<td>3,224</td>
<td>3,224</td>
</tr>
<tr>
<td>27. District - Student ID Card System</td>
<td></td>
<td>120,513</td>
<td>120,513</td>
</tr>
<tr>
<td>30. Perry - Career Academy &amp; Equipment</td>
<td>4,152,889</td>
<td>600,000</td>
<td>4,752,889</td>
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<tr>
<td>32. Porter Facility - Updates</td>
<td>36,785</td>
<td></td>
<td>36,785</td>
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<tr>
<td>33. Story County - Career Academy &amp; Equipment</td>
<td>5,568,199</td>
<td>1,862,051</td>
<td>7,430,250</td>
</tr>
<tr>
<td>34. Top Value Foods Buuuilding - Purchase</td>
<td>2,416,694</td>
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<td>2,416,694</td>
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<tr>
<td>35. Urban - Bookstore Addition</td>
<td>210,489</td>
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<td>210,489</td>
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<tr>
<td>36. Urban - Mail Center Remodeling &amp; Equipment</td>
<td>41,619</td>
<td>1,136,620</td>
<td>1,178,239</td>
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<tr>
<td>37. Urban - Parking Expansion</td>
<td>449,434</td>
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<td>449,434</td>
</tr>
<tr>
<td>38. Urban - Roberts Dairy Property &amp; Demolition</td>
<td>1,102,005</td>
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<td>1,102,005</td>
</tr>
<tr>
<td><strong>Total Completed Projects to Page 1, Line 25</strong></td>
<td></td>
<td></td>
<td>57,075,321</td>
</tr>
</tbody>
</table>
Des Moines Area Community College

FINANCIAL STATEMENTS
FOR JANUARY 31, 2014
AND THE SEVEN MONTHS THEN ENDED
DMACC
Fund Descriptions

Fund 1 – General Unrestricted Fund

This fund is used to account for the general operations of the College. These funds are available for any legally authorized purpose and are, therefore, used to account for all revenue and expenditures for activities not provided for in other funds. The organizational units to be financed through this fund are those which are generally directly concerned with the operation and support of the educational programs of the College as a whole.

Fund 2 – General Restricted Fund

This fund is used to account for resources that are available for the operation and support of the educational programs, but are restricted as to their use by outside agencies or donors.

Fund 3 – Auxiliary Fund

These funds are unrestricted, but they have been designated for a particular use. They account for activities intended primarily to provide non-instructional services or sales to students, staff, and/or institutional departments, and which are in addition to the educational and general objectives of the College.

Fund 4 – Agency Fund

This fund is used to account for assets held by the College as custodian or fiscal agent for others.

Fund 5 – Scholarship Fund

This fund accounts for the receipt and disbursement of scholarship awards to students, primarily PELL grants.

Fund 6 – Loan Fund

This fund accounts for the receipt and disbursement of funds relating to student loans.

Fund 7 – Plant Fund

This fund is used to account for transactions relating to investment in College properties. They include amounts which have been appropriated or designated for purchase of land, improvements, buildings, and equipment, the retirement of indebtedness and the administration of the physical plant.
DES MOINES AREA COMMUNITY COLLEGE
MONTHLY FINANCIAL REPORT
TABLE OF CONTENTS

FINANCIAL STATEMENTS & ATTACHMENTS:

1  Balance Sheet - All Funds
2  Statement of Revenue, Expenditures & Changes in Fund Balance
3  Cash in Banks and Investments
4  Budget/Actual Report - All Funds
5  Fund 1 Revenue Comparison & Fund 1 Expense Comparison

The financial statements and information listed above has been prepared in accordance with Generally Accepted Accounting Principles and is accurate and complete in all material respects.

Ben Voaklander, Controller
### Balance Sheet

**January 31, 2014**

<table>
<thead>
<tr>
<th>ASSETS</th>
<th>Unrestricted</th>
<th>Restricted</th>
<th>Auxiliary</th>
<th>Agency</th>
<th>Scholarship</th>
<th>Loan</th>
<th>Plant</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Current Assets:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash in Banks and Investments</td>
<td>$17,623,423</td>
<td>$47,467,345</td>
<td>$7,317,063</td>
<td>$1,878,108</td>
<td>($239,507)</td>
<td>($61,831)</td>
<td>($6,887,741)</td>
<td>$57,096,860</td>
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<tr>
<td>Accounts Receivable</td>
<td>16,061,571</td>
<td>57,488,344</td>
<td>59,574</td>
<td>6,552</td>
<td></td>
<td>-</td>
<td>188,085</td>
<td>73,971,884</td>
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<tr>
<td>Student Loans</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>168,085</td>
</tr>
<tr>
<td>Deposits &amp; Prepaid Expenses</td>
<td>54,938</td>
<td></td>
<td>-</td>
<td>-</td>
<td></td>
<td>-</td>
<td>25,000</td>
<td>79,938</td>
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<tr>
<td>Inventories</td>
<td>32,727</td>
<td></td>
<td>279,682</td>
<td></td>
<td></td>
<td>-</td>
<td>-</td>
<td>312,409</td>
</tr>
<tr>
<td><strong>Total Current Assets</strong></td>
<td>33,772,659</td>
<td>104,955,689</td>
<td>7,656,319</td>
<td>1,884,660</td>
<td>(239,507)</td>
<td>126,254</td>
<td>(6,505,898)</td>
<td>141,649,176</td>
</tr>
<tr>
<td><strong>Fixed Assets:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Land, Buildings &amp; Improvements</td>
<td>-</td>
<td></td>
<td>-</td>
<td>-</td>
<td></td>
<td>-</td>
<td>146,773,854</td>
<td>146,773,854</td>
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<tr>
<td>Equipment, Leased Prop, Books &amp; Films</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>16,482,588</td>
<td>16,482,588</td>
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<tr>
<td>Less accumulated depreciation</td>
<td>-</td>
<td></td>
<td>-</td>
<td>-</td>
<td></td>
<td>-</td>
<td>(63,519,441)</td>
<td>(63,519,441)</td>
</tr>
<tr>
<td><strong>Total Fixed Assets</strong></td>
<td>-</td>
<td></td>
<td>-</td>
<td>-</td>
<td></td>
<td>-</td>
<td>99,737,001</td>
<td>99,737,001</td>
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<tr>
<td><strong>TOTAL ASSETS</strong></td>
<td>$33,772,659</td>
<td>$104,955,689</td>
<td>$7,656,319</td>
<td>$1,884,660</td>
<td>(239,507)</td>
<td>126,254</td>
<td>$93,230,103</td>
<td>$241,386,177</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LIABILITIES AND FUND BALANCES</th>
<th>Unrestricted</th>
<th>Restricted</th>
<th>Auxiliary</th>
<th>Agency</th>
<th>Scholarship</th>
<th>Loan</th>
<th>Plant</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Liabilities:</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Current Liabilities</td>
<td>$5,584,841</td>
<td>$8,220,320</td>
<td>$180,065</td>
<td>$19,973</td>
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<td>-</td>
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<td>Long Term Liabilities</td>
<td>1,447,000</td>
<td>69,932,588</td>
<td>3,372,637</td>
<td>1,500</td>
<td>-</td>
<td>-</td>
<td>2,118,410</td>
<td>76,872,135</td>
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<td>Deferred Revenue</td>
<td>16,042,236</td>
<td>30,548,250</td>
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<td>-</td>
<td>-</td>
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<td>Deposits Held in Custody for Others</td>
<td>9,171</td>
<td>-</td>
<td>-</td>
<td>1,863,187</td>
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<td>-</td>
<td>1,872,356</td>
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<tr>
<td><strong>Total Liabilities</strong></td>
<td>23,083,248</td>
<td>108,701,158</td>
<td>3,552,702</td>
<td>1,884,660</td>
<td>(239,507)</td>
<td>126,254</td>
<td>2,183,212</td>
<td>139,404,980</td>
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<tr>
<td>Fund Balance:</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unrestricted</td>
<td>10,689,411</td>
<td>-</td>
<td>4,103,617</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>14,793,028</td>
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<tr>
<td>Restricted-Specific Purposes</td>
<td>-</td>
<td>(3,745,469)</td>
<td>-</td>
<td>-</td>
<td>(239,507)</td>
<td>4,112,070</td>
<td>253,348</td>
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<tr>
<td>Net Investment in Plant</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>86,934,821</td>
<td>86,934,821</td>
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<tr>
<td><strong>Total Fund Balance</strong></td>
<td>10,689,411</td>
<td>(3,745,469)</td>
<td>4,103,617</td>
<td>(239,507)</td>
<td>126,254</td>
<td>91,046,891</td>
<td>101,981,197</td>
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<tr>
<td><strong>TOTAL LIABILITIES &amp; FUND BAL</strong></td>
<td>$33,772,659</td>
<td>$104,955,689</td>
<td>$7,656,319</td>
<td>$1,884,660</td>
<td>(239,507)</td>
<td>126,254</td>
<td>$93,230,103</td>
<td>$241,386,177</td>
</tr>
</tbody>
</table>
Des Moines Area Community College  
Statement of Revenue, Expenditures and Changes in Fund Balances  
For the Seven Months Ended January 31, 2014

<table>
<thead>
<tr>
<th></th>
<th>Unrestricted</th>
<th>Restricted</th>
<th>Auxiliary</th>
<th>Agency</th>
<th>Scholarship</th>
<th>Loan</th>
<th>Plant</th>
<th>Total</th>
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<tbody>
<tr>
<td><strong>Revenue:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tuition and Fees</td>
<td>$ 32,361,941</td>
<td>$ 109,477</td>
<td>$ 184,476</td>
<td>$ 193,157</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 550</td>
<td>$ 32,849,601</td>
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<tr>
<td>Local Support (Property Taxes)</td>
<td>4,188,374</td>
<td>5,880,564</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>14,216,756</td>
</tr>
<tr>
<td>State Support</td>
<td>18,751,594</td>
<td>4,846,681</td>
<td>500</td>
<td>21,500</td>
<td>-</td>
<td>-</td>
<td>400,000</td>
<td>23,820,286</td>
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<tr>
<td>Federal Support</td>
<td>1,093,956</td>
<td>3,180,234</td>
<td>33,758</td>
<td>68,387</td>
<td>23,612,968</td>
<td>-</td>
<td>-</td>
<td>27,989,933</td>
</tr>
<tr>
<td>Sales and Services</td>
<td>129,675</td>
<td>-</td>
<td>1,718,470</td>
<td>48,838</td>
<td>-</td>
<td>-</td>
<td>15,127</td>
<td>1,912,110</td>
</tr>
<tr>
<td>Training Revenue / Fund 1 ACE</td>
<td>1,841,814</td>
<td>5,552,824</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>7,394,638</td>
</tr>
<tr>
<td>Other Income</td>
<td>1,199,918</td>
<td>4,082,263</td>
<td>532,026</td>
<td>872,538</td>
<td>912</td>
<td>-</td>
<td>519,838</td>
<td>7,207,595</td>
</tr>
<tr>
<td><strong>Total Revenue</strong></td>
<td>$ 59,547,272</td>
<td>$ 23,452,053</td>
<td>$ 2,469,230</td>
<td>$ 1,204,420</td>
<td>$ 23,613,880</td>
<td>$ 5,103,433</td>
<td>$ 115,390,288</td>
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</tr>
<tr>
<td><strong>Transfers In - General</strong></td>
<td>502,743</td>
<td>1,378,592</td>
<td>132,285</td>
<td>125,421</td>
<td>140,750</td>
<td>5,000</td>
<td>3,538,046</td>
<td>5,822,837</td>
</tr>
<tr>
<td><strong>Total Revenue and Transfers In</strong></td>
<td>$ 60,050,015</td>
<td>$ 24,830,645</td>
<td>$ 2,601,515</td>
<td>$ 1,329,841</td>
<td>$ 24,754,330</td>
<td>$ 5,000</td>
<td>$ 8,841,479</td>
<td>$ 121,213,125</td>
</tr>
<tr>
<td><strong>Expenditures:</strong></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Instruction</td>
<td>$ 31,573,063</td>
<td>$ 9,532,225</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$ 41,505,288</td>
</tr>
<tr>
<td>Academic Support</td>
<td>6,814,526</td>
<td>46,101</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>6,860,627</td>
</tr>
<tr>
<td>Student Services</td>
<td>5,662,138</td>
<td>970,744</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>6,622,882</td>
</tr>
<tr>
<td>Instructional Support</td>
<td>8,078,771</td>
<td>7,907,184</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>15,985,955</td>
</tr>
<tr>
<td>Operation and Maintenance of Plant</td>
<td>4,390,702</td>
<td>6,351,761</td>
<td>-</td>
<td>-</td>
<td>24,168,339</td>
<td>-</td>
<td>-</td>
<td>10,742,463</td>
</tr>
<tr>
<td>Auxiliary Enterprise Expenditures</td>
<td>-</td>
<td>-</td>
<td>2,090,430</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>2,090,430</td>
</tr>
<tr>
<td>Scholarship Expense</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>24,168,339</td>
<td>831</td>
<td>-</td>
<td>24,168,339</td>
</tr>
<tr>
<td>Loan Fund Expense</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>831</td>
<td>-</td>
<td>-</td>
<td>831</td>
</tr>
<tr>
<td>Plant Fund Expense</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>11,302,253</td>
<td>11,302,253</td>
</tr>
<tr>
<td>Agency Fund Expense</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>1,061,334</td>
<td>1,061,334</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td>$ 56,309,200</td>
<td>$ 25,208,015</td>
<td>$ 2,090,430</td>
<td>$ 1,061,334</td>
<td>$ 24,168,339</td>
<td>$ 831</td>
<td>$ 11,302,253</td>
<td>$ 120,140,402</td>
</tr>
<tr>
<td><strong>Transfers Out - General</strong></td>
<td>3,392,834</td>
<td>2,075,443</td>
<td>204,340</td>
<td>142,736</td>
<td>7,484</td>
<td>-</td>
<td>-</td>
<td>5,822,837</td>
</tr>
<tr>
<td><strong>Total Expenditures and Transfers Out</strong></td>
<td>$ 59,702,034</td>
<td>$ 27,283,458</td>
<td>$ 2,294,770</td>
<td>$ 1,204,070</td>
<td>$ 24,175,823</td>
<td>$ 831</td>
<td>$ 11,302,253</td>
<td>$ 125,963,239</td>
</tr>
</tbody>
</table>

**Net Increase (Decrease) for the Period**

|                          | 347,981      | (2,452,813) | 306,745   | 125,771   | (421,193)   | 4,169 | (2,660,774) | (4,750,114) |

**Fund Balance at Beginning of Year**

|                          | 10,341,430   | (1,292,656) | 3,798,872 | 1,134,198 | 181,686     | 122,085 | 93,707,665 | 107,991,280 |

**Fund Balance at End of Period**

|                          | $ 10,689,411 | (3,745,469) | $ 4,103,617 | $ 1,259,969 | $ (239,507) | $ 126,254 | $ 91,046,891 | $ 103,241,166 |
# DES MOINES AREA COMMUNITY COLLEGE
## INVESTMENT RECAP

January 31, 2014

### DEPOSITORY ACCOUNTS

<table>
<thead>
<tr>
<th>Bank</th>
<th>Amount</th>
<th>Rate</th>
<th>Maturity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bankers Trust</td>
<td>$8,402,700</td>
<td>0.07%</td>
<td>Money Market</td>
</tr>
<tr>
<td>Various Checking Accounts</td>
<td>$340,522</td>
<td>0.32%</td>
<td>Checking Accounts</td>
</tr>
<tr>
<td>Wells Fargo Bank - Ankeny</td>
<td>$43,568</td>
<td>0.15%</td>
<td>Money Market</td>
</tr>
<tr>
<td><strong>Sub Total</strong></td>
<td><strong>$8,786,790</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### DMACC INVESTMENTS

<table>
<thead>
<tr>
<th>Bank</th>
<th>Amount</th>
<th>Rate</th>
<th>Maturity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bank of the West</td>
<td>$13,063,250</td>
<td>0.24%</td>
<td>Checking Accounts</td>
</tr>
<tr>
<td>West Bank</td>
<td>$2,257,564</td>
<td>0.20%</td>
<td>Investment Account</td>
</tr>
<tr>
<td>West Bank</td>
<td>$2,000,000</td>
<td>0.45%</td>
<td>Investment Account</td>
</tr>
<tr>
<td>Wells Fargo</td>
<td>$472,162</td>
<td>0.15%</td>
<td>Investment Account</td>
</tr>
<tr>
<td><strong>Sub Total</strong></td>
<td><strong>$17,792,976</strong></td>
<td></td>
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</tr>
</tbody>
</table>

### ISJIT INVESTMENTS

<table>
<thead>
<tr>
<th>Bank</th>
<th>Amount</th>
<th>Rate</th>
<th>Maturity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bankers Trust - Cedar Rapids</td>
<td>December 12, 2011</td>
<td>$130,000</td>
<td>1.00%</td>
</tr>
<tr>
<td>Bankers Trust - Cedar Rapids</td>
<td>May 15, 2013</td>
<td>$3,000,000</td>
<td>0.35%</td>
</tr>
<tr>
<td>Bankers Trust - Cedar Rapids</td>
<td>May 15, 2013</td>
<td>$1,000,000</td>
<td>0.41%</td>
</tr>
<tr>
<td>Bankers Trust - Cedar Rapids</td>
<td>December 19, 2013</td>
<td>$2,500,000</td>
<td>0.57%</td>
</tr>
<tr>
<td>Federal Home Loan Mortgage Gold Pool</td>
<td>August 30, 2011</td>
<td>$2,432</td>
<td>5.05%</td>
</tr>
<tr>
<td>Federal National Mortgage Association</td>
<td>August 17, 2011</td>
<td>$546</td>
<td>5.05%</td>
</tr>
<tr>
<td>Great Western Bank</td>
<td>October 24, 2012</td>
<td>$1,900,000</td>
<td>0.40%</td>
</tr>
<tr>
<td>Great Western Bank</td>
<td>June 29, 2012</td>
<td>$1,410,000</td>
<td>0.63%</td>
</tr>
<tr>
<td>Great Western Bank</td>
<td>October 24, 2012</td>
<td>$120,000</td>
<td>0.35%</td>
</tr>
<tr>
<td>Great Western Bank</td>
<td>October 24, 2012</td>
<td>$1,200,000</td>
<td>0.60%</td>
</tr>
<tr>
<td>Great Western Bank</td>
<td>October 24, 2012</td>
<td>$90,000</td>
<td>0.60%</td>
</tr>
<tr>
<td>Great Western Bank</td>
<td>October 24, 2012</td>
<td>$280,000</td>
<td>0.75%</td>
</tr>
<tr>
<td>Wells Fargo - Ankeny</td>
<td>February 20, 2013</td>
<td>$2,175,000</td>
<td>0.30%</td>
</tr>
<tr>
<td>Bankers Trust - Des Moines Money Market</td>
<td>$19,598,628</td>
<td>0.30%</td>
<td>Money Market</td>
</tr>
<tr>
<td>Wells Fargo - Ankeny Money Market</td>
<td>$7,999,705</td>
<td>0.15%</td>
<td>Money Market</td>
</tr>
<tr>
<td>ISJIT Diversified Fund</td>
<td>$10,883</td>
<td>0.01%</td>
<td>Money Market</td>
</tr>
<tr>
<td><strong>Total ISJIT Investments</strong></td>
<td><strong>$40,517,094</strong></td>
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</table>

### Grand Total of Investments

<table>
<thead>
<tr>
<th>Amount</th>
<th>Rate</th>
<th>Maturity</th>
</tr>
</thead>
<tbody>
<tr>
<td>$67,096,860</td>
<td>0.27%</td>
<td>last month</td>
</tr>
<tr>
<td></td>
<td>0.27%</td>
<td>last month</td>
</tr>
<tr>
<td></td>
<td>0.34%</td>
<td>last year</td>
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Des Moines Area Community College
Fiscal Year Ending June 30, 2014 Budget Report
Summary by Fund (All Funds)
For the Seven Months Ended January 31, 2014

<table>
<thead>
<tr>
<th>Fund Name</th>
<th>Fund Number</th>
<th>Board Approved Budget</th>
<th>Board Working Budget</th>
<th>Amount Received/Expended</th>
<th>Working Budget</th>
<th>Working Commitments</th>
<th>Budget Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenue</td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unrestricted Current</td>
<td>1</td>
<td>$103,313,375</td>
<td>$105,820,095</td>
<td>$60,050,015</td>
<td></td>
<td>$45,770,080</td>
<td></td>
</tr>
<tr>
<td>Restricted Current</td>
<td>2</td>
<td>47,762,212</td>
<td>63,090,025</td>
<td>24,830,645</td>
<td></td>
<td>38,259,380</td>
<td></td>
</tr>
<tr>
<td>Auxiliary</td>
<td>3</td>
<td>3,516,968</td>
<td>3,593,013</td>
<td>2,601,515</td>
<td></td>
<td>991,498</td>
<td></td>
</tr>
<tr>
<td>Agency</td>
<td>4</td>
<td>675,905</td>
<td>763,005</td>
<td>1,329,841</td>
<td></td>
<td>(566,836)</td>
<td></td>
</tr>
<tr>
<td>Scholarship</td>
<td>5</td>
<td>26,940,434</td>
<td>26,845,259</td>
<td>23,754,630</td>
<td></td>
<td>3,090,629</td>
<td></td>
</tr>
<tr>
<td>Loan</td>
<td>6</td>
<td>5,000</td>
<td>5,000</td>
<td>5,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Plant (Note 1)</td>
<td>7</td>
<td>9,553,975</td>
<td>13,900,169</td>
<td>8,641,479</td>
<td></td>
<td>5,258,690</td>
<td></td>
</tr>
<tr>
<td><strong>Total Revenue</strong></td>
<td></td>
<td>$191,767,869</td>
<td>$214,016,566</td>
<td>$121,213,125</td>
<td></td>
<td>$92,803,441</td>
<td></td>
</tr>
</tbody>
</table>

| Expenditures    |             |                       |                      |                          |                |                     |                |
| Unrestricted Current | 1         | $102,628,391           | $105,390,638         | $59,702,034              |                | $17,467,211          |                |
| Restricted Current | 2         | 50,018,014            | 66,959,963           | 27,283,458               |                | 34,366,023           |                |
| Auxiliary       | 3           | 3,872,110             | 3,876,929            | 2,294,770                |                | 684,598              |                |
| Agency          | 4           | 668,130               | 906,802              | 1,204,070                |                | (475,203)            |                |
| Scholarship     | 5           | 26,960,434            | 26,960,434           | 24,175,823               |                | 2,784,611            |                |
| Loan            | 6           | 5,000                 | 5,000                | 831                      |                |                     | 4,169          |
| Plant (Note 1)  | 7           | 16,157,648            | 15,555,373           | 11,302,253               |                | 3,572,581            |                |
| **Total Expenditures** |       | $200,307,727          | $218,655,139         | $125,963,239             |                | $58,403,990          |                |

Note 1: The Plant Fund is presented on a cash basis consistent with the published budget.