

SAUK VALLEY COLLEGE BOARD OF TRUSTEES MEETING
Ambo High School, Library, 2nd Floor
November 13, 1972 **7:30 p. m.**

- A. Call to order**
- B. Roll call**
- C. Communications from visitors**
- D. Recommended actions:**
 - 1. Approval of minutes as submitted**
 - 2. Approval of transfer of funds**
 - 3. Approval of guidelines for CLEP testing**
 - 4. Acceptance of gifts**
 - 5. Other items**
- E. Old business:**
 - 1. Decision on grievance hearing**
 - 2. Anixter contract**
 - 3. Other items**
- F. New business**
- G. President's report:**
 - 1. Progress report on annexation efforts**
 - 2. Meetings with school/industrial administrators**
 - 3. Representation of college at Ashton High School**
 - 4. Introduction of Humanities Division program**
 - 5. Other items**
- H. Time of next meeting**
- I. Adjournment**

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MINUTES OF SAUK VALLEY COLLEGE BOARD OF TRUSTEES MEETING

November 13, 1972

The Board of Trustees of Sauk Valley College met in regular meeting at 7:30 p.m. on November 13, 1972 in the Library of Amboy High School, Amboy, Illinois.

Call to Order: Chairman Perkins called the meeting to order at 7:40 p.m. and the following members answered roll call:

Ronald Coplan	Orval DeWeerth
Henry Kobbeman	William Reigle
Kenneth Reuter	Catherine Perkins

Absent: Thomas Walter

Approval of Minutes: It was moved and seconded that the minutes of the October 23 regular meeting and the November 6 special meeting be approved as presented. Motion voted and carried.

Transfer of Funds: It was moved and seconded that the Board approve the transfer in the Restricted Fee Fund of \$1,150 from the Student Activity budget to the Athletic budget. In a roll call vote, the following was recorded: Ayes Members Coplan, DeWeerth, Kobbeman, Reigle, Reuter, and Perkins. Nays-0. Motion carried.

It was then moved and seconded that the Board approve the transfer of \$6,500 from the Educational Contingency budget to the Public Relations budget. In a roll call vote, the following was recorded: Ayes Members Coplan, DeWeerth, Kobbeman, Reigle, Reuter, and Perkins. Nays-0. Motion carried.

In regard to the other fund transfers presented to the Board for consideration, it was the consensus of the Board that these matters should be studied further and discussed at the next meeting.

Guidelines for
CLEP Testing:

This item was tabled until the next meeting.

Acceptance of
Gifts:

It was moved and seconded that the Board accept the following gifts and send letters of appreciation to the donors:

A diesel engine from the Ford Motor Company at an estimated value of \$4,500.

An X-Ray table from St. Margaret's Hospital at Spring Valley, Illinois.

A set of National Geographics magazines donated to the library by Mrs. George Nelson of Prophetstown, Illinois.

Grievance #5:

It was moved and seconded that the Board adopt the attached resolution denying the grievance of Richard J. Holtam and David Zindel. In a roll call vote, all voted aye. Motion carried.

Anixter Lease:

It was moved and seconded that the Board adopt the attached resolution in regard to the lease of the T-1 facilities to Anixter Brothers, Inc. of Skokie, Illinois. In a roll call vote, all voted aye. Motion carried.

It was moved and seconded that the Board adopt the attached resolution in regard to the parking arrangement between Sauk Valley College and Anixter Brothers, Inc. In a roll call vote, all voted aye. Motion carried.

Discussion was then held on revenue to be received from this company for rent, and where this revenue should be budgeted. This matter is to be studied further and discussed at the next meeting.

President's Report:

Dr. Cole reported on annexation efforts, meetings with school/industrial administrators, and representation of SVC at Ashton High School.

On behalf of the Board, Dr. Cole expressed his appreciation to the Amboy Board of Education and School Superintendent, Dr. Donald Skidmore, for their hospitality in inviting the college board to hold its meeting at Amboy High School.

November 13, 1972

Special Reports:

Mr. Nels Anderson and Ed Sutter were present at the meeting and give very interesting reports on the Drama and Speech programs at the college.

Adjournment:

Since there was no further business, it was moved and seconded that the Board adjourn. The next meeting will be November 27, 1972 at Sauk Valley College at 7:30 p.m. The following vote was recorded: Ayes Members Coplan, DeWeerth, Kobbeman, Reigle, Reuter and Perkins. Nays-0. Motion carried.

The meeting adjourned at 9:25 p.m.


E. Orval DeWeerth, Secretary

Re: Grievance #5

I move that grievance #5 filed by the Sauk Valley College Faculty Association in behalf of Richard J. Holtam and David Zindel be denied and in support thereof state the following:

1. Article IX B - "Specific Minimum Requirements for Selection of Instructional Staff" applies only to members of the bargaining unit whose primary task is classroom instruction.

2. Article X A - "Criteria for Recruitment and Selection of Administrative Staff" specifically states that counselor's recruitment and selection is covered by the requirements in The Faculty Handbook.

3. Each Article is clear on its face and this conclusion is reinforced by the attempt of the Faculty Association to change the Articles through negotiations during the early months of 1972. Precisely, the association wished to change the description of Article IX B to "Specific Minimum Requirements for Selection of Professional Staff" and to delete Article X A. Surely, this effort must be construed as a recognition by the association that counselors were not eligible for rank.

4. Neither of the grievants was awarded academic rank when they were hired and none of the letters of reappointment have indicated the giving of rank.

5. Aside from the terms of the contract, which should be controlling, we are approached with an argument of equity and fairness. The allegation is that the grievants were in fact discriminated against because they were each placed at the lower possible figure. In fact, each grievant received an increase in salary above the average increase in the institution. If they had been placed in the assistant professor scale as contended each would have \$170.00 more in salary increase than anyone else in the institution except for persons promoted.

6. Further, to grant the grievance and the adjustment requested would not only award rank where none is called for, but would grant a promotion without any recommendation from the president.

7. This grievance is an attempt to gain by the grievance procedure what was not gained by negotiation and to grant the grievance would open this board up to year around negotiations with the entire board.

8. Finally, we should answer the association's question "Does the contract prohibit such application?" The question of itself reflects a lack of sophistication and an unwillingness to accept the very real fact that the Board of Trustees and the Faculty Association have entered into a legally enforceable contract. Supposedly, the negotiations and the execution of the contract were done in good faith. We should live with the contract in "good faith."

RESOLUTION

WHEREAS, the Board of Junior College District Number 506, Counties of Whiteside, Lee, Ogle, Henry and Bureau, State of Illinois, has heretofore entered into a lease covering its building commonly known as T-1, to Anixter Bros., Inc., and

WHEREAS, the rent received under the terms of the said lease will assist the Board in maintaining, operating and developing the College, and

WHEREAS, Anixter Bros., Inc., Lessee in the aforesaid lease has requested permission for parking of up to 80 cars on a non-exclusive basis in the parking areas, which were heretofore constructed by the Board of said College and transferred by said Board to the Illinois Building Authority, which facilities are presently covered by the lease between the Illinois Building Authority and the Board of said College dated the 1st day of February, 1968, and

WHEREAS, the Board feels that it will be in the best interests of the College to allow the use of a portion of its parking facilities by employees of Anixter Bros., Inc. and that said use will not interfere with the College, provided that the facilities at all times remain under the control the College,

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED That the President and Dean of Business Services of Sauk Valley College are hereby authorized to permit employees of Anixter Bros., Inc. to use up to 80 spaces in the parking facilities of the College immediately north of the building commonly known as T-1, said use to be on a non-exclusive basis and the facilities at all times to be and remain in and under the control of the College.

RESOLUTION

WHEREAS, the building commonly known as T-1 belonging to Sauk Valley College is not presently needed for Junior College purposes, and

WHEREAS, Anixter Bros., Inc. has offered to lease said property for a term of 24 and one-half months commencing on the 15th day of November, 1972, with an option to extend for an additional twelve-month term, and to pay rent therefor in the amount of \$1.10 per square foot, to further pay the costs of insurance thereon and to maintain the building during the term of the lease, and

WHEREAS, the form of the proposed lease has heretofore been submitted to the Board of Trustees of the College and the Members of the Board have considered the same,

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED That the form of lease presented to the Board of Junior College District Number 506, Counties of Whiteside, Lee, Ogle, Henry and Bureau, State of Illinois, a copy of which is attached hereto, should be and the same is hereby approved and that Catherine R. Perkins, Chairman of the Board of Trustees of said College District, and E. Orval DeWeerth, Secretary of the Board of Trustees of said College District, should be and they are hereby authorized on behalf of said Board to execute and deliver copies of said lease to Anixter Bros., Inc, provided the County Board of Supervisors of Lee County, Illinois, rezones the property in question to a light industrial district so as to permit use of the premises by Anixter Bros., Inc. as provided in the proposed lease.

October 31, 1972

To the Honorable Chairman and
Members of the Lee County Board

Ladies and Gentlemen:

The Lee County Zoning Board of Appeals met October 31, 1972. All members were present.

Petition 72-P-361, Sauk Valley College, AG-1 requesting a re-zone for I-1, use to cease when building no longer used by leasee, Palmyra Township starting 300 feet East of Southwest corner of Southeast Quarter thence extending Eastly 400 feet thence Northly 550 feet thence Westly 400 feet thence Southly 550 feet to the place of beginning.

No objections were filed to this request.

The Zoning Board of Appeals recommend that Petition 72-P-361, Sauk Valley College requesting I-1 in AG-1 with restrictions be granted.

Elmer T. Carter

Secretary, Lee Co. Zoning
Board of Appeals

Petition 72-P-361
To Lee Co Board
From Zoning Board of
Appeals
Oct. 31, 1972

*Lee County
Jed Zoller
Amelia
Carter*

STATE OF ILLINOIS }
COUNTY OF LEE } SS.

I, JOHN E. STOFFER, COUNTY CLERK OF LEE COUNTY AND EX-OFFICIO
CLERK OF THE LEE COUNTY BOARD DO HEREBY CERTIFY THAT SAID BOARD
IN SESSION ON November 14 19 72 THE FOLLOWING ACTION WAS
TAKEN: PETITION
72-P-361
THE RECOMMENDATION OF THE LEE COUNTY ZONING BOARD OF APPEALS WAS
CONCURRED IN BY THE BOARD.

GIVEN UNDER MY HAND AND THE SEAL OF LEE COUNTY, NOVEMBER 15 1972

SEAL

John E. Stoffer
COUNTY CLERK

LEASE

THIS INDENTURE, Made and Entered into this 13th day of November, 1972, by and between JUNIOR COLLEGE DISTRICT NUMBER 506, Counties of Whiteside, Lee, Ogle, Henry and Bureau, State of Illinois, hereinafter called the "Lessor", and ANIXTER BROS., INC., a corporation licensed to do business in the State of Illinois, having its principal office in Skokie, Illinois, hereinafter called the "Lessee", WITNESSETH:

The Lessor, for and in consideration of the covenants, conditions, agreements and stipulations of the Lessee hereinafter expressed, does hereby demise and lease unto the Lessee the building commonly known as T-1, containing 3,733.2 square feet, more or less, said leased premises to be used only by ANIXTER COMMUNICATIONS SYSTEMS, a Division of ANIXTER BROS., INC., for the manufacture of electronic equipment, ^{*(see below)} which building is located on the Campus of said Junior College District in the Southeast Quarter of Section 8, Township 21 North, Range 8 East of the 4th P.M., Lee County, Illinois, said lease to be upon the terms and conditions hereinafter set forth:

1. TERM. This lease is to commence upon the 15th day of November, 1972, and shall continue for a period of twenty-four and one-half calendar months terminating on the 30th day of November, 1974. Lessee shall have the option to extend said term for an additional period of twelve calendar months, ending on the 30th day of November, 1975, upon the same terms and for the same rental, provided notice of its intention to do so is given to the Lessor in writing prior to August 1, 1974.

2. RENT. The Lessee covenants and agrees to pay to the Lessor rent for the premises as follows: The sum of SIX THOUSAND DOLLARS

(Lessor represents that the leased premises are zoned for use by Lessee for the purposes specified in this paragraph.)

upon the execution of this lease, which sum shall pay the rent from the 15th day of November, 1972 through the 31st day of December, 1972, and the sum of FOUR THOUSAND DOLLARS per month for each month thereafter payable in advance on the 1st day of each month commencing January 1, 1973.

3. UTILITIES. The Lessee covenants and agrees to pay and discharge, as the same become due, all charges for water, gas and electric current and similar utility services which shall, during the term of the lease be levied, assessed or charged upon or against the demised premises. Lessee is also to furnish all heat necessary to the heating of said premises and pay the cost thereof. Lessee further agrees to be responsible for any necessary electrical and gas line work which may be required to separately meter said facility. Lessee will also be responsible for obtaining and paying for any telephone service it may desire.

4. INSURANCE. Lessee shall, at its own cost and expense, throughout the term and any extension thereof, maintain insurance as follows:

(a) Liability Insurance. Lessee throughout the term will maintain a comprehensive general public liability insurance policy with minimum limits of \$100,000 per person and \$300,000 per accident and property damage limits of not less than \$50,000, with a responsible insurance company or companies protecting Lessor and Lessee against liability for injury to person or damage to property arising out of or in connection with Lessee's use or Lessor's ownership of the property or the condition thereof.

(b) Hazard Insurance. Lessee will provide hazard insurance with a company or companies to be approved by Lessor.

Such insurance shall be written on an "all risks" basis in an amount to be not less than 90% of the replacement cost of the building. Any co-insurance provision in the policy will be superseded by an "agreed amount" clause to be endorsed to the policy and Lessee agrees to annually revise the amount of insurance in accordance with any increase or decrease in the cost of construction percentage appli-

cable in this area as prepared by Marshall and Stevens Appraisal Service. In lieu of a professionally recognized appraisal, it is agreed that the initial amount of insurance will be \$330,000.00, which amount shall be endorsed upon the policy as an "agreed amount".

(c) Named Insured. All policies of insurance provided for shall name Lessor and Lessee as named insureds as their respective interests may appear and it is understood and agreed that neither party shall have any subrogation right against the other. Lessee will see that any company in which any insurance is written has knowledge of this provision of the lease so that it shall in no way invalidate any insurance.

(d) Policy Proceeds and Cancellation. The Loss, if any, under any policies provided for in subparagraph (b) shall be adjusted with the insurance company or companies by Lessor and Lessee. All policies shall contain an agreement by the insurers that such policy shall not be cancelled or materially changed without at least ten days' prior written notice to Lessor.

(e) Blanket Policies. If Lessee provides any insurance required by this lease in the form of blanket policies, Lessee shall furnish proof satisfactory to Lessor that the coverage under such blanket policies complies in all respects with the provisions of this lease and that such coverage is at least equal to the coverage

which would be provided under a separate policy or policies covering only the premises in question.

5. SUBLETTING. Lessee shall not sublet any portion of the premises or assign this lease during the initial term or any extension thereof.

6. TAXES. Lessor shall be responsible for the payment of any taxes which may be assessed against the real estate covered by this lease. Lessee shall pay all taxes, if any, which may be assessed against any personal property belonging to Lessee.

7. SNOW REMOVAL. Lessee shall be responsible for any snow removal it may wish to have done and Lessor shall have no obligation to remove snow from any sidewalks or parking lot. In the event Lessor does any of this work at any time, such action shall not be construed as constituting a precedent or requirement of Lessor to do such work in the future. This clause shall apply to sidewalks and parking lots used by Lessee even though not rented to Lessee.

8. ALTERATIONS AND REMODELING. Lessee shall have the right to remove existing partitions if it deems advisable. Any partitions removed shall be stored and kept in good condition so Lessor may replace the same upon termination of the lease if it so desires. Lessee may, at its expense, construct a truck loading and unloading area with weather proof canopy and/or such other facilities as it may desire. Any such construction shall only be done after receipt of prior written approval of the Lessor or such representative as may be designated by Lessor in writing. All expenses in connection with any remodeling and/or the installation of equipment shall be borne by the Lessee, and Lessee agrees to indemnify and hold the Lessor harmless from all liens, including mechanic's liens, attorneys'

fees, court costs and other expenses of any nature which may arise out of any action brought for or against Lessor or Lessee as a result of or in connection with or in consequence of said alterations.

9. OWNERSHIP OF IMPROVEMENTS. Except for Lessee's office furniture, furnishings and trade fixtures, all installations, alterations, additions or improvements upon the demised premises, made by either party, including all pipes, ducts, conduits, wiring, paneling, decorations, partitions, and the like, shall, unless Lessor otherwise elects by giving Lessee notice not less than three days prior to the expiration or other termination of this lease, become the property of Lessor and shall remain upon and be surrendered with the demised premises as part thereof at the expiration or sooner termination of the term.

10. SURRENDER OF PREMISES. Upon the expiration or otherwise termination of the term, Lessee agrees to quit and surrender to Lessor the demised premises, broom clean, in good order and condition, ordinary wear and tear and damage by fire or other casualty covered by insurance excepted, and at Lessee's expense, to remove all property of Lessee and each alteration, addition and improvement made by Lessee as to which Lessor shall have made the election provided for in Paragraph 9 hereof, to repair all damages to the demised premises caused by such removal, and restore the demised premises to the condition in which it was prior to the installation of the articles so removed. Any property not so removed and as to which Lessor shall not have made said election, shall be deemed to have been abandoned by Lessee and may be retained or disposed of by Lessor as it may desire. If the last day of the term falls on a Sunday, the term shall expire on the business day immediately preceding

and the Lessee's obligation to observe and perform this covenant shall survive the expiration of termination of the term. Immediately upon the failure of the Lessee to perform any covenant of this Paragraph, the Lessor may, without notice, do so, and shall be entitled to receive from Lessee the then cost of performance of such covenant, such damages to be paid in addition to and separate and independent from damages accruing by reason of breach of any other covenant of the lease. It is specifically understood that Lessee may be required, at Lessor's option, to restore the loading entrance facility to its original condition.

11. STORAGE AND REMOVAL OF WASTE MATERIAL. Lessee agrees to store all trash and refuse in appropriate containers within the demised premises and to attend to the regular disposal thereof so as to keep the premises and the area surrounding the same in a neat and clean condition.

12. REPAIRS. Lessee agrees to maintain, repair and replace, without limitation, all mechanical and electrical equipment in, on or about the demised premises and all the facilities and fixtures therein. It shall keep the demised premises in good condition, maintenance and repair including, but without limitation, the exterior and interior portions of all doors, door checks, windows, all plumbing and sewage facilities within the demised premises, all fixtures, heating, ventilating, electrical equipment and all interior walls, floors and ceilings. Lessee shall be responsible for any redecorating which may be desired. If Lessee refuses or neglects to commence, or having commenced, neglects to complete, repairs properly and adequately, Lessor may (but shall not be required to do so) make or complete such repairs on behalf of Lessee. Lessor

agrees that it will maintain and keep the foundation, outside walls, roof and outer portions of the demised building in good order and repair.

13. FIRE OR OTHER CASUALTY. In the event the leased premises, or any portion thereof, shall be damaged or destroyed by fire, explosion, windstorm or other casualty at any time or times during the term of this lease or any extension thereof, to the extent of 50% or more of the replacement cost of the property, then the Lessor shall have the option of terminating the lease from the date of such damage or destruction and the Lessee shall immediately surrender said premises and all the Lessee's interest therein to the Lessor and shall pay rent only to the time of such surrender, in which event the Lessor may enter and repossess the premises thus discharged from this lease and may remove all parties therefrom. If the damage is less than 50%, Lessor shall repair or replace the building provided the loss does not occur within ninety days of the end of the term, in which event, Lessor shall have the option of terminating the lease as aforesaid. Should the demised premises be rendered untenable and unfit for occupancy, and Lessor elect to repair or replace the same, it may enter the premises for the purpose of making repairs and the rent shall not accrue while the repairs are being made, but shall recommence immediately after said repairs have been completed, except that if the premises remain partially tenantable, then the rental shall be adjusted accordingly. The Lessee shall immediately notify the Lessor in case of fire or other damage to the premises and the Lessor agrees to notify the Lessee within fifteen days after any happening of its intention to repair or replace the damaged property.

14. ATTORNEYS' FEES, ETCETERA. Lessee shall pay to the Lessor, all costs and expenses, including attorneys' fees, incurred by the

Lessor in any action or proceeding to which it may be made a party by reason of being a party to this lease, except for fees for the preparation of the lease, and Lessee will pay to the Lessor all costs and expenses, including attorneys' fees, incurred by the Lessor in enforcing any of the covenants and provisions of this agreement and incurred in any action brought by it against the Lessee on account of the provisions hereof, and all such costs, expenses and attorneys' fees may be included in and form a part of any judgment rendered in any proceedings brought by the Lessor against the Lessee on or under this agreement.

15. RIGHT TO INSPECT PREMISES. The Lessee will, at all reasonable times, permit the Lessor or its agent or representative, to enter upon said premises for the purpose of inspecting and examining the same, or for the purpose of making any needful and necessary repairs or alterations, and during the six months preceding the expiration of this lease, applicants to rent said premises shall be permitted to fully view and examine the same (at all reasonable hours of the day) upon written order of the Lessor or its agent.

16. DEFAULT. It is further covenanted and agreed that during the term of this Lease or any renewal thereof that the Lessor shall have the right to declare default and termination of the lease and recover the possession of the premises if:

(a) A default shall occur and give unto the Lessor the right to declare the lease terminated and recover possession of the premises upon giving notice as hereinafter provided upon the happening of any one of the following:

(1) Lessee shall fail within ten (10) days after any rent does become due and payable to pay said rent as required by Paragraph 2;

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(2) Lessee shall neglect or fail to perform or observe any of the covenants contained in this lease upon its part to be performed or observed within the period of time required.

(b) Upon the happening of any of the events referred to in the aforementioned paragraph constituting a default, under the terms of this Agreement, and if the Lessor shall give notice thereof in writing to the Lessee and the default shall continue for ten (10) days after the giving of said notice, then the Lessor may declare a forfeiture of said lease and take possession of the premises all as hereinafter provided. In case of a default (other than a default in the payment of a sum of money only) which cannot be remedied within a period of ten (10) days, Lessee shall proceed with all reasonable diligence promptly to cure the same, it being intended that in connection with such default not susceptible of being performed with reasonable diligence within such ten (10) days, the time for doing so shall be reasonably extended for that purpose, and the notice in writing of the Lessor for such default shall state such additional time before the default can be declared.

(c) A default shall occur and give unto the Lessor the right to declare an immediate forfeiture of the lease agreement without further notice to the Lessee upon the happening of any one of the following:

(1) Lessee shall make an assignment for the benefit of creditors;

(2) A voluntary or involuntary petition be filed by or against Lessee under any law having for its purpose the adjudication of Lessee a bankrupt or the extension of time of payment, composition, adjustment, modification, settlement or satisfaction of the liabilities of Lessee or to which any property of Lessee be subject, or the reorganization (other than a reorganization not involving the liabilities of Lessee) or liquidation of Lessee;

(3) A receiver be appointed for the property of Lessee by reason of the insolvency or alleged insolvency of Lessee;

(4) Any department of the State or Federal Government, or any officer thereof duly authorized, shall take possession of the business or property of the Lessee by

reason of the insolvency or alleged insolvency of Lessee; or

(5) Lessee vacates the premises.

(d) Upon the happening of any of the events referred to in the aforesaid paragraph constituting a default, the lease shall be deemed breached and at the option of the Lessor this lease may be terminated and the Lessor take possession of the premises as hereinafter provided.

(e) Upon the declaration of a default as provided for in paragraph (b) hereof, or upon the termination of the lease as provided for under paragraph (d) hereof, the Lessee will then quit and surrender the demised premises to the Lessor, and the Lessee shall remain liable as hereinafter provided. In any such event, Lessor may at its option immediately or at any time thereafter, enter upon said premises with or without process of law, and take possession thereof, together with any and all buildings and improvements which may have been erected thereon, Lessee waiving any demand for possession thereof. Lessor may at its option any time and from time to time relet the demised premises or any part thereof for the account of the Lessee or otherwise and receive and collect the rents therefor, applying the same first to the payment of such expenses as the Lessor may have incurred in recovering possession of the premises and putting the same in good order and condition, or repairing or altering the same for reletting, and all other expenses, commissions and charges paid, assumed or incurred by Lessor in or about reletting the premises, and then to the fulfillment of the covenants of the Lessee hereunder. Any such reletting may be for the remainder of the initial term, or any renewal term, or for a longer or shorter period. Lessor shall be entitled, notwithstanding any other provisions of this lease, to the extent permitted by law, the amount of damages which Lessor sustains by reason of Lessee's default, including the right to recover the difference between the total rent, taxes and charges which the Lessor is able to obtain in a new lease for the balance of the term and the remaining rent to be paid hereunder discounted at the rate of four (4%) per cent per annum until the end of the term of the lease.

17. SECURITY. Lessee on or before December 1, 1972 will deposit with Lessor the sum of \$5,000.00 cash or \$7,500.00 marketable bearer United States Government securities as a security deposit to guarantee the punctual performance by Lessee of each and every obligation of it

under this lease during the initial term and any extension thereof. In the event of any default by Lessee, Lessor may apply or retain all or any part of this security to cure the default or to reimburse Lessor for any sum which Lessor may spend by reason of the default. In the case of every such application or retention Lessee shall, upon demand, pay to Lessor an amount of cash or securities equal to the sum so applied or retained which shall be added to the security deposit so that the same shall be restored to its original amount. If at the end of the term Lessee shall not be in default under this lease, the security deposit, or any balance thereof, shall be returned to Lessee. Lessor agrees to deposit any cash in a special savings account in the Dixon National Bank, Dixon, Illinois, and to hold and be responsible for any securities deposited with it during the term of this lease or until applied or disposed of as herein provided. Lessor further agrees that it shall at no time use said deposit for any purpose other than herein provided, nor shall it intermingle said security deposit with any other of its funds. Lessor agrees that any interest earned on the security deposit shall be paid to Lessee as it is received, provided it is not required to cure a default or reimburse the Lessor for any sum expended.

18. NOTICES. Any notice or demand from Lessor to Lessee or from Lessee to Lessor shall be in writing and shall be deemed duly served if mailed by registered or certified mail, return receipt requested, addressed to the respective party at the following address or such other address as may have last been designated in writing.

Notice shall be deemed served when mailed.

To Lessor:

Sauk Valley College
Route # 1
Dixon, IL 61021
Attention: Chairman of the Board

To Lessee:

Anixter Bros., Inc.
8707 Skokie Boulevard
Skokie, IL 60076

Lessor agrees to furnish a copy of any notice to

Anixter, Delaney, Bilandic & Pigott
Attorneys & Counselors
79 West Monroe Street
Chicago, IL 60603

19. POSSESSION. Lessee shall be entitled to possession as of the 15th day of November, 1972.

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

JUNIOR COLLEGE DISTRICT NUMBER 506,
Counties of Whiteside, Lee, Ogle,
Henry and Bureau, State of Illinois

ATTEST:



Secretary

By Catherine R. Perkins
Chairman of the Board

ANIXTER BROS., INC.

By Paul A. Meyer
Vice President

ATTEST:


Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF WHITESIDE)

I hereby certify that on this day before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared Catherine E. Perkins and E. Orval DeWeerth, to me known and known to be the persons described in and who executed the foregoing instrument as Chairman of the Board and Secretary, respectively, of Junior College District Number 506, Counties

of Whiteside, Lee, Ogle, Henry and Bureau, State of Illinois, and severally acknowledged before me that they executed the same as such officers in the name and on behalf of said Junior College District Number 506.

Witness my hand and official seal in the county and state last aforesaid this 14th day of November, A.D. 1972.

(SEAL)

Robert M. Eastwood

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I hereby certify that on this day before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared BRUCE VAN WAGNER and MICHAEL A. BILANDIC, to me known and known to be the persons described in and who executed the foregoing instrument as Vice President and _____ Secretary, respectively, of ANIXTER BROS., INC., and severally acknowledged before me that they executed the same as such officers in the name and on behalf of said corporation.

Witness my hand and official seal in the county and state last aforesaid this 13th day of NOVEMBER, A.D. 1972.

(SEAL)

Herbert L. Peck