
ASSET TRANSFER AGREEMENT BY AND BETWEEN
COUNTY OF LEE, ILLINOIS,
COUNTY OF OGLE, ILLINOIS,
AND
REAGAN MASS TRANSIT DISTRICT

_____, 2024

ASSET TRANSFER AGREEMENT

This Asset Transfer Agreement (this “**Agreement**”) is made and entered into as of _____, 2024 (the “**Effective Date**”), by and between COUNTY OF LEE, ILLINOIS (“**Lee County**”), COUNTY OF OGLE, ILLINOIS (“**Ogle County**”) and together with Lee County, the (“**Counties**”) and REAGAN MASS TRANSIT DISTRICT (“**RMTD**”). Lee County, Ogle County and RMTD are hereinafter referred to, collectively, as the “**Parties**”.

RECITALS :

- A. Lee County currently operates and maintains a local transportation system for the mutual benefit of the residents of Lee County and Ogle County, said transportation system being commonly known as the Lee-Ogle Transportation System (“**LOTS**”); and
- B. RMTD was created by the Counties pursuant to the Local Mass Transit District Act, 70 ILCS 3610/1 et. seq. (the “**Act**”) for purposes of providing continued and expanded public transportation services (the “**Services**”) in lieu of LOTS; and
- C. The Parties desire to enter into this Agreement to set forth the terms and conditions upon which substantially all of the assets and liabilities of LOTS will be transferred to RMTD, so that RMTD may operate independently of the Counties under the Act and provide for the Services (the “**Transition**”).
- D. In furtherance of the Transition, the Parties previously entered into a Memorandum of Understanding, dated as of November 15, 2022, to summarize the principal terms of the Transition and to provide for an orderly transition of the Services from LOTS to RMTD.
- E. This Agreement shall serve as the Definitive Agreement described in said Memorandum of Understanding.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending these Recitals to be a part of this Agreement and to be legally bound, the Parties hereto hereby agree as follows:

ARTICLE I TRANSITION OF ASSETS

I.1. Transition of Assets of LOTS. Subject to the terms and conditions of this Agreement, Lee County hereby agrees to transfer, assign, convey, and deliver to RMTD, free and clear of any and all liens, title claims, encumbrances, security interests, and restrictions of any kind or nature other than Assumed Liabilities (as defined in Section I.3), and RMTD hereby agrees to accept and acquire from Lee County, on the Closing Date (as hereafter defined), all of Lee County’s right, title and interest in the following assets of LOTS (collectively, the “**Acquired Assets**”):

(a) Equipment. All equipment, furnishings, office furniture, computers, printers, parts and accessories of LOTS used in connection with the provision of the Services as identified on Schedule 1.1(a) (the “**Equipment**”);

(b) Vehicles. All vehicles of LOTS used in connection with the provision of the Services as identified on Schedule 1.1(b) (the “**Vehicles**”);

(c) Fuel. All fuel and fuel supplies of LOTS used in connection with the provision of the Services (the “**Fuel**”);

(d) Contracts. To the extent assignable, all rights of LOTS under any contracts, licenses, franchise agreements and equipment leases used in connection with the provision of the Services, including but not limited to software licensing and contracts for the provision of Information Technology (IT) services, all as set forth on Schedule 1.1(d) attached hereto, which shall be assumed by RMTD as of the Closing Date (the “**Assigned Contracts**”);

(e) Deposits. All customer deposits, if any, with respect to the Acquired Assets and provision of the Services as identified on Schedule 1.1(e) (the “**Deposits**”);

(f) Prepays. All prepaid charges and expenses of LOTS with respect to the Acquired Assets and provision of the Services as identified on Schedule 1.1(f) (the “**Prepays**”);

(g) Books and Records. All information, files, records, customer lists and supplier lists related to LOTS and the provision of the Services; all books and records of LOTS relating to the Acquired Assets; all marketing and sales plans and any other reports developed for or used by LOTS in connection with the provision of the Services; all operating reports and analysis, employee records and any other information used in connection with the provision of the Services; and all equipment maintenance records and operating records related to the Acquired Assets (the “**Books and Records**”);

(h) Warranties. To the extent assignable, all manufacturer’s or other warranties relating to the Acquired Assets (the “**Warranties**”);

(i) Telephone and Fax Numbers. To the extent assignable, all of LOTS’ rights relating to all telephone and fax numbers used in connection with the provision of the Services as set forth on Schedule 1.1(i) attached hereto (the “**Telephone and Fax Numbers**”). Notwithstanding the foregoing, RMTD acknowledges that, from and after the Closing Date, or such earlier date as may be agreed upon by RMTD and Lee County, Lee County shall not provide telephony and information technology services to RMTD;

(j) Licenses and Permits. To the extent assignable, all licenses, permits, authorizations, consents and approvals of LOTS necessary for RMTD to conduct the Services (the “**Licenses**”);

(k) Accounts Receivable. All accounts receivable of LOTS as of the Closing Date (the “**Accounts Receivable**” and together with the items specified in subsections (d), (e), (f), (h), (i) and (j) the “**Intangibles**”);

(l) Cash. All cash and cash equivalents of LOTS, and all other funds held by Lee County solely for the benefit of LOTS and the provision of the Services such as operating, capital improvement and reserve funds, but excluding the PTA Funds (as hereinafter defined) (the “**Cash**”);

(m) PTA Funds. The Public Transportation Account Funds; and

(n) Real Estate. The real estate identified as (i) 210 E. Progress Dr., Dixon, IL 61021, PIN 18-08-16-200-021, and (ii) Pines Rd., Oregon, IL 61061, PIN 16-09-200-024 (collectively, the “**Real Estate**”).

I.2. Excluded Assets. Except as otherwise specifically set forth herein, RMTD shall not acquire any other assets of Lee County other than the Acquired Assets (all of the foregoing, “**Excluded Assets**”).

I.3. Assumed Liabilities. Except with respect to the Excluded Liabilities (as hereinafter defined) which shall be the sole responsibility of Lee County, at and as of the Closing, RMTD shall assume and agree to perform and discharge as and when due all liabilities and obligations arising out of the use or ownership of the Acquired Assets and the operation of the Services that accrue and are to be performed after the Closing (the “**Assumed Liabilities**”), including but not limited to:

(a) the Assigned Contracts;

(b) the Deposits;

(c) all accounts payable of LOTS as of the Closing Date (“**Accounts Payable**”);

(d) all bills relating to utilities, building maintenance and similar obligations with respect to the Real Estate;

(e) any and all liabilities with respect to any Assumed Employee or Employee Plan (as such terms are hereinafter defined); and

(f) with respect to the Illinois Department Of Transportation (“IDOT”) Encumbered Assets (as hereafter defined), all grant agreements with **IDOT**, including, but not limited to, those identified as Assigned Contracts pursuant to subsection (a) above and those that may be executed in connection with the Closing (as hereafter defined) (all of the foregoing, collectively, the “**Grant Agreements**”).

I.4. Excluded Liabilities. Except as otherwise expressly set forth in this Agreement, it is expressly understood and agreed that Lee County shall remain liable for, and shall promptly pay

and discharge when due, all liabilities other than the Assumed Liabilities (the “**Excluded Liabilities**”).

I.5. IDOT Liens. The Parties acknowledge and agree that there exists certain Grant Agreements and liens made in favor of IDOT with respect to the following Acquired Assets: (i) Vehicles that are still within their useful life, as determined by IDOT; (ii) Equipment with a value greater than or equal to \$5,000, all as specifically set forth on Schedule 1.5 hereto; and (iii) the Real Estate (collectively, the “**IDOT Encumbered Assets**”). Notwithstanding anything to the contrary herein, it is expressly understood and agreed that RMTD shall acquire title to such IDOT Encumbered Assets subject to the Grant Agreements and liens in favor of IDOT, in and to such assets and subject to such other documents and agreements as IDOT may require.

ARTICLE II CLOSING

II.1. Closing. The Closing of the Transition (the “**Closing**”) will take place on or before June 30, 2024, or on such other date as shall be mutually agreed upon by the parties in writing (the “**Closing Date**”). The Closing shall be deemed to have occurred as of 12:01 a.m. on the day immediately following the Closing Date.

(a) Except as otherwise expressly set forth herein, at the Closing, Lee County shall convey fee simple title to the Acquired Assets to RMTD free of any and all lien, other monetary interests, and other easements, restrictions, conditions and covenants that would interfere with RMTD’s intended use of the Acquired Assets, by a duly executed good and sufficient general warranty deed, bill of sale, assignment, or such other instruments of transfer as may be reasonably required with respect to any particular Acquired Asset, including as may be required by IDOT.

(b) Possession of the Acquired Assets shall be delivered to RMTD at the time of Closing.

II.2. Counties’ Closing Deliveries. At the Closing, Counties will deliver or cause to be delivered to RMTD the following, and such other documents as are reasonably required in order to effect the Transition, all of which shall be in form and substance reasonably satisfactory to RMTD and RMTD’s counsel:

(a) A general conveyance, assignment and bill of sale duly executed by Lee County conveying the Equipment and Vehicles to RMTD, in the form attached hereto as Exhibit A (“**Bill of Sale**”);

(b) An assignment and assumption agreement duly executed by Lee County relating to the Intangibles, in the form attached hereto as Exhibit B (“**Assignment and Assumption Agreement**”);

(c) One (1) or more general warranty deeds duly executed by Lee County conveying the Real Estate to RMTD, in substantially the form attached hereto as Exhibit C (“**Warranty Deed**”), which Warranty Deeds shall reference the requirement of RMTD to comply with the terms and conditions of the applicable grant agreement;

(d) The Books and Records;

(e) All necessary certificates of titles duly endorsed for transfer together with any required affidavits and other documentation necessary for the transfer of title or assignment of leases from Lee County to RMTD of any Vehicles;

(f) The Cash and Estimated PTA Funds (in accordance with Section 12.2 hereof) by wire transfer from Lee County to such account or accounts as may be designated by RMTD prior to Closing;

(g) Evidence of requisite authority for Counties to execute this Agreement and all other agreements and documents required to be delivered pursuant to this Agreement and to transfer the Acquired Assets; and

(h) Without limitation by the specific enumeration of the foregoing, all other documents and instruments of transfer reasonably required from Counties to consummate the Transition.

II.3. RMTD Closing Deliveries. At the Closing, RMTD will deliver or cause to be delivered to Counties the following, and such other documents as are reasonably required in order to effect the Transition, all of which shall be in form and substance reasonably satisfactory to Counties and Counties' counsel:

(a) Evidence of requisite authority for RMTD to execute this Agreement and all other agreements and documents required to be delivered pursuant to this Agreement and to acquire the Acquired Assets;

(b) The Assignment and Assumption Agreement, duly executed by RMTD;

(c) To the extent required by IDOT, the Grant Agreements, including, but not limited to, a master grant agreement or amended grant agreement with respect to IDOT Encumbered Assets; and

(d) Without limitation by the specific enumeration of the foregoing, all other documents reasonably required from RMTD to consummate the Transition.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF COUNTIES

The representations and warranties set forth in this Agreement are and shall be true as of the Closing Date. Lee County and Ogle County each represent and warrant to RMTD, but only to the extent a particular representation and warranty is from such Party, that:

III.1. Authorization; Enforceability. Counties have full corporate power and authority to enter into this Agreement and to carry out the Transition. Counties have taken (or by Closing will have taken) all action required to be taken by law or otherwise, to authorize the execution and delivery of this Agreement and the consummation of the Transition. This Agreement and, as of

the Closing Date, all documents executed or to be executed in connection herewith, shall constitute the legal, valid, and binding obligations of the Counties enforceable in accordance with their terms.

III.2. No Consents. Counties are not required to submit any notice, report or other filing with any Governmental Authority or any other Person in connection with Counties' execution, delivery or performance of this Agreement or any other document executed or to be executed in connection herewith, and such execution, delivery and performance will not violate any law by which Counties are bound. No consent, approval or authorization of any Governmental Authority or any other Person is required to be obtained by Counties in connection with Counties' execution, delivery, or performance of this Agreement or any other document executed or to be executed in connection herewith. "**Governmental Authority**" means any court, tribunal, arbitrator, authority, agency, commission, official or other instrument of any nation or any province, territory, state, county, city or other political subdivision of any nation or any other governmental or quasi-governmental, local, national or international body thereof. "**Person**" means any individual, corporation, limited liability company, partnership, association, joint venture, trust or other entity or organization, including a government or political subdivision or any agency or instrumentality thereof.

III.3. No Encumbrances. Except as otherwise expressly set forth herein, Lee County has, and at the Closing will convey and assign to RMTD, good, valid, and marketable title to the Acquired Assets, free and clear of all liens, mortgages, pledges, security interests, restrictions, prior assignments, licenses to third parties, encumbrances, and claims of every kind or character except as otherwise expressly assumed and agreed to by RMTD pursuant to the terms hereof.

III.4. Compliance with Laws. To the best of its knowledge, Lee County is in compliance with and have at all times during the past five (5) years complied in all material respects with all applicable laws, regulations and other requirements pertaining to the Acquired Assets and the Real Estate of all federal governmental authorities, and of all states, municipalities and other political subdivisions and agencies thereof, having jurisdiction over Lee County. Lee County has not received any written notification of any asserted present or past failure by Lee County to comply with such laws, rules or regulations. Ogle County has not received any written notification of any asserted present or past failure by Ogle County to comply with such laws, rules or regulations.

III.5. Statements and Other Documents Not Misleading. Neither this Agreement, including all Schedules, nor the Closing documents, nor any other financial statement, document or other instrument heretofore or hereafter furnished by Counties to RMTD in connection with the transactions contemplated hereby contains or will contain any untrue statement of any material fact or omits or will omit to state any material fact necessary to be stated in order to make any statement contained herein and therein not misleading.

III.6. As-Is Condition. **EXCEPT AS SPECIFICALLY STATED HEREIN, THE ACQUIRED ASSETS SHALL BE ACQUIRED BY RMTD IN AN "AS IS" CONDITION AND "WITH ALL FAULTS", AND RMTD SPECIFICALLY AND EXPRESSLY ACKNOWLEDGES THAT NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE ARE TO BE IMPLIED IN THIS TRANSITION OR IN THIS AGREEMENT. WARRANTIES OF TITLE SHALL BE FREE OF SUCH LIMITATION.**

III.7. No Ogle County Acquired Assets. To the best of its knowledge, Ogle County does not own or have any interest in Acquired Assets, the transfer of which would be material to the consummation of the transactions contemplated by this Agreement. If at Closing, the Parties reasonably determine that Ogle County does possess any such interest, then the Parties will reasonably cooperate to facilitate the transfer of such Acquired Assets to RMTD to fulfill the intents and purposes of this Agreement.

III.8. Survival of Representations and Warranties. The representations and warranties of Counties set forth in this Agreement shall survive the Closing Date and shall not be affected by any investigation, verification, or approval by any Party hereto or by anyone on behalf of any of such Parties.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF RMTD

RMTD agrees that the representations and warranties set forth in this Agreement are and shall be true as of the Closing Date. RMTD represents and warrants to Counties that:

IV.1. Authorization; Enforceability. RMTD has full power and authority to enter into this Agreement and to carry out the Transition. RMTD has taken (or by Closing will have taken) all action required to be taken by law or otherwise to authorize the execution and delivery of this Agreement and the consummation of the Transition. This Agreement and, as of the Closing Date, all documents executed or to be executed in connection herewith, shall constitute the legal, valid and binding obligations of RMTD enforceable in accordance with their terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium, and other similar laws affecting creditors' rights generally, and by principles of equity whether considered in a proceeding at law or in equity.

IV.2. No Consents. No consent, approval or authorization of, or declaration, filing or registration with, any Governmental Authority or any other Person is required to be obtained by RMTD in connection with RMTD's execution, delivery or performance of this Agreement or any other document executed or to be executed in connection herewith.

IV.3. Statements and Other Documents Not Misleading. Neither this Agreement, including all Schedules, nor the Closing documents, nor any other financial statement, document or other instrument heretofore or hereafter furnished by RMTD to Counties in connection with the transactions contemplated hereby contains or will contain any untrue statement of any material fact or omits or will omit to state any material fact necessary to be stated in order to make any statement contained herein and therein not misleading.

IV.4. Survival of Representations and Warranties. The representations and warranties of RMTD set forth in this Agreement shall survive the Closing Date and shall not be affected by any investigation, verification, or approval by any party hereto or by anyone on behalf of any of such parties.

**ARTICLE V
CONDUCT PRIOR TO CLOSING**

V.1. In General. Between the date hereof and the Closing Date:

(a) Lee County shall continue to operate LOTS in substantially the same manner as the same is operated as of the date of this Agreement.

(b) Lee County shall give to RMTD's officers, employees, agents, attorneys, consultants and accountants reasonable access during normal business hours to the Real Estate and all of the properties, books, contracts, documents, records and personnel of Lee County relating to the Acquired Assets and shall furnish to RMTD and such persons as RMTD shall designate to Lee County such information regarding the Acquired Assets as RMTD or such persons may at any time and from time to time reasonably request, provided such activity shall not interfere with the provision of the Services.

(c) Lee County shall use commercially reasonable efforts to preserve the Acquired Assets and shall maintain all of the Acquired Assets in good operating condition and repair, ordinary wear and tear excepted.

(d) Lee County shall maintain insurance on the Acquired Assets in such amounts and against such risks and losses as are currently in effect.

(e) Counties shall promptly notify RMTD of any occurrence or development having a material adverse effect on any of the Acquired Assets or Assumed Liabilities, any material litigation or material governmental complaints, investigations or hearings (or communications indicating that the same may be contemplated), or the material breach by Counties of any of its representations or warranties contained herein.

V.2. Further Assurances. Each Party hereto shall, subject to the fulfillment at or before the Closing Date of each of the conditions of performance set forth in Article VI and Article VII or the waiver of such conditions, perform such further acts and execute such documents as may be reasonably required to effect the transactions contemplated hereby.

**ARTICLE VI
CONDITIONS TO OBLIGATIONS OF COUNTIES**

The obligations of Counties to consummate the Closing is subject to the fulfillment of all of the following conditions on or prior to the Closing Date:

VI.1. Representations and Warranties True. The representations and warranties of RMTD contained in this Agreement shall have been true and correct when made and shall be true and correct in all material respects as if originally made on and as of the Closing Date.

VI.2. Performance. RMTD shall have performed and complied with all agreements, obligations, covenants, and conditions required by this Agreement to be performed or complied with on or prior to the Closing Date.

VI.3. Receipt of Consents. Counties shall have received all regulatory approvals, acknowledgements, and consents of any third parties required for Counties to consummate the Transition, including but not limited to IDOT's acknowledgement of this Agreement.

VI.4. No Governmental Proceeding or Litigation. No suit, action, investigation, inquiry or other proceeding by any governmental body or other Person or legal or administrative proceeding shall have been instituted or threatened which questions the validity or legality of the Transition.

VI.5. Closing Deliveries. RMTD shall have made the deliveries contemplated in Section 2.3 hereof.

ARTICLE VII CONDITIONS TO OBLIGATION OF RMTD

The obligation of RMTD to consummate the Closing is subject to the fulfillment of all of the following conditions on or prior to the Closing Date:

VII.1. Representations and Warranties True. The representations and warranties of Counties contained in this Agreement shall have been true and correct when made and shall be true and correct in all material respects as if originally made on and as of the Closing Date.

VII.2. Performance. Counties shall have performed and complied with all agreements, obligations, covenants and conditions required by this Agreement to be performed or complied with on or prior to the Closing Date.

VII.3. Receipt of Consents. RMTD shall have received all regulatory approvals, acknowledgements, and Consents required for RMTD to consummate the Transition, including but not limited to IDOT's acknowledgement of this Agreement, and confirmation from IMRF that LOTS Employees (as hereafter defined) are eligible for enrollment into the IMRF system of RMTD.

VII.4. No Government Proceeding or Litigation. No suit, action, investigation, inquiry or other proceeding by any governmental body or other Person or legal or administrative proceeding shall have been instituted or threatened which questions the validity or legality of the Transition.

VII.5. Closing Deliveries. Counties shall have made the deliveries contemplated in Section 2.2 hereof.

VII.6. Satisfaction of Due Diligence. RMTD shall have completed its due diligence with respect to LOTS and the acquisition of the Acquired Assets and shall have determined that LOTS and the Acquired Assets are materially as represented to its satisfaction and that there exists no material change in LOTS, the Services, LOTS customer relationships, operations, results of operations, financial conditions, assets or prospects.

ARTICLE VIII EMPLOYMENT MATTERS

VIII.1. Employment of LOTS Employees. RMTD intends to offer employment to all Employees of LOTS (each a “**LOTS Employee**” and collectively, the “**LOTS Employees**”) who remain employed immediately prior to the Closing to commence immediately after Closing, which offers of employment will be made on substantially equivalent terms and conditions as such LOTS Employees are entitled to with LOTS as of Closing. Subject to applicable law, Lee County will furnish to RMTD and its representatives such information in Lee County’s personnel files as RMTD may reasonably request in connection with offering employment to such LOTS Employees. Those LOTS Employees that accept employment with RMTD will be referred to as “**Assumed Employees.**”

VIII.2. Employee Plans. To the extent assignable, RMTD will assume and discharge all obligations with respect to any Employee Plans maintained by Lee County on behalf of the Assumed Employees. An “**Employee Plan**” as referred to herein means any salary, bonus, vacation, deferred compensation, severance pay, death and disability benefits, medical, life or other insurance, pension or retirement plan, and each other employee compensation or benefit plan or arrangement sponsored, maintained, contributed to or required to be contributed to for the benefit of the Assumed Employees, including but not limited to any applicable Illinois Municipal Retirement Fund (IMRF) plans.

VIII.3. Restrictions. Except as otherwise expressly set forth in this Article VIII, no provision herein will: (i) create any third-party beneficiary or other rights in any employee or former employee (including any beneficiary or dependent thereof) of Counties or any other Person other than the Parties and their respective successors and permitted assigns; (ii) constitute or create or be deemed to constitute or create an employment agreement or otherwise alter the at-will nature of any employment relationship; or (iii) constitute or be deemed to constitute an amendment to any employee benefit plan sponsored or maintained by Counties or RMTD.

ARTICLE IX INDEMNIFICATION

IX.1. By Lee County. Upon the terms and subject to the conditions set forth in this Article IX, Lee County will indemnify, defend, and hold harmless RMTD and its respective board members, officers, and employees and each of their respective agents, successors, assigns and representatives (collectively, the “**RMTD Indemnified Parties**”), from and against all Losses incurred by any RMTD Indemnified Party to the extent arising out of or resulting from: (a) any inaccuracy or breach of any representation or warranty of Lee County contained in Article III; (b) any breach of any covenant or agreement of Lee County contained in this Agreement; (c) any of the Excluded Assets or Excluded Liabilities; and (d) the acts or omissions of Lee County prior to the Closing and not constituting an Assumed Liability. “**Losses**” as referred to herein means all liabilities, losses, damages, judgments, awards, taxes, assessments, fines, sanctions, penalties, charges, payments, interest, settlements, fees (including reasonable attorneys’ fees and accountants’ fees), costs and expenses of any kind, including exemplary or punitive damages (but only to the extent such exemplary or punitive damages are paid to a third party).

IX.2. By Ogle County. Upon the terms and subject to the conditions set forth in this Article IX, Ogle County will indemnify, defend, and hold harmless the RMTD Indemnified Parties from and against all Losses incurred by any RMTD Indemnified Party to the extent arising out of or resulting from (a) any inaccuracy or breach of any representation or warranty of Ogle County contained in Article III; and (b) any breach of any covenant or agreement of Ogle County contained in this Agreement.

IX.3. By RMTD. Upon the terms and subject to the conditions set forth in this Article IX, RMTD will indemnify, defend, and hold harmless Counties and their respective board members, officers, and employees and each of their respective agents, successors, assigns and representatives (collectively, the “**Counties’ Indemnified Parties**”), from and against all Losses incurred by any Counties’ Indemnified Party to the extent arising out of or resulting from: (a) any inaccuracy or breach of any representation or warranty of RMTD contained in Article IV; (b) any breach of any covenant of RMTD contained in this Agreement; (c) any of the Assumed Liabilities; and (d) the acts or omissions of RMTD with respect to RMTD’s ownership of the Acquired Assets or offering of the Services after Closing.

IX.4. Limitations on Indemnification. Except for claims arising out of any Party’s willful or intentional breach or misrepresentation with respect to any representation or warranty set forth in this Agreement, or fraud, as to which, notwithstanding anything to the contrary, claims may be brought without any limitation, no claim or action may be brought under this Article IX more than twelve (12) months after the Closing Date.

IX.5. Exclusive Remedy. The rights of indemnity set forth in this Article IX are the sole and exclusive remedy of each Party for any claims for Losses that are based upon, arising out of or otherwise in respect of the matters set forth in this Agreement or the transactions contemplated hereby, whether for claims of tort, contract or otherwise, and the Parties waive any and all other rights, remedies and claims of any nature other than as expressly provided for in this Article IX; provided, that this Section 9.4 shall not (a) limit any right of any Party to seek and obtain specific performance, or (b) limit any right of any Party to make a claim for any fraud or willful or intentional breach or misrepresentation with respect to any representation or warranty set forth in this Agreement.

ARTICLE X TERMINATION

X.1. Methods of Termination. Anything to the contrary herein notwithstanding, this Agreement and the Transition contemplated hereby may be terminated as follows:

- (a) By mutual written consent of RMTD and Counties;
- (b) By either RMTD or both Counties if the Closing shall not have occurred at or before 11:59 p.m. on the Closing Date or on such other date as shall have been mutually agreed to in writing by the Parties; or
- (c) A Party, in its reasonable discretion, determines that it should not consummate the Transition contemplated by this Agreement because of any information contained in an updated or proposed Exhibit or Schedule required under this Agreement

that is delivered to such Party and that materially and adversely affects the benefits to be received by the Party pursuant to the Transition contemplated in this Agreement.

X.2. Procedure Upon Termination. In the event of termination by RMTD or by the Counties, or both, pursuant to Section X.1 hereof, written notice thereof shall forthwith be given to the other party and the Transition shall be terminated, without further action by RMTD or Counties except as hereinafter provided in this Section. If the Transition is terminated as provided herein, each Party will redeliver all documents, work papers and other material of any other Party relating to the Transition, whether so obtained before or after the execution hereof, to the Party. RMTD and Counties shall thereafter take such action as may be reasonably required to terminate the existence of RMTD under the Act.

X.3. Updating or Proposing Exhibits and Schedules Prior to Closing. It is not a condition precedent for this Agreement to be binding upon the Parties that all Exhibits and Schedules required under this Agreement be attached in a final form on the Effective Date. Notwithstanding the foregoing, all Exhibits and Schedules required under this Agreement shall be complete and otherwise in final form acceptable to the Parties and shall be attached to the Agreement at Closing. During the period from the Effective Date until the Closing, Counties or RMTD may amend any one or more of its Exhibits or Schedules attached to the Agreement at the Effective Date or propose an Exhibit or Schedule not attached to the Agreement at the Effective Date, by delivering an updated Exhibit or Schedule or propose an Exhibit or Schedule to the other Party. The Parties shall work together in good faith to ensure all Exhibits and Schedules are finalized and agreed to by the Parties prior to the Closing Date.

ARTICLE XI RESTRICTION ON CERTAIN POWERS OF RMTD

XI.1. Taxing and Eminent Domain Powers. RMTD acknowledges that the Counties' consent to consummate the Transition contemplated hereby is conditioned upon RMTD's agreement to restrict the exercise of certain powers granted to it pursuant to the Act. In furtherance of the foregoing, RMTD covenants and agrees that it shall not, at any time, whether now or in the future, exercise or take any action:

(a) in furtherance of the taxing power set forth in Section 5(f)(10) of the Act or any subsequent or similar provision of law, including but not limited to pursuing a referendum to levy taxes under Section 5.1 of the Act or otherwise submitting any question as to the levying of real estate taxes for RMTD purposes to the voters of the Counties; or

(b) in furtherance of the power of eminent domain set forth in Section 5.4 of the Act or any subsequent or similar provision of law, including the Eminent Domain Act, 735 ILCS 30/1-1-1 et. seq.

XI.2. Right to Enforce. In the event of a breach or threatened breach on the part of RMTD with respect to any of the covenants or agreements under this Article XI, Counties shall be entitled, in addition to remedies otherwise available to it at law or in equity, to seek injunctive or other equitable relief to prevent or enjoin RMTD from such breach or threatened breach.

ARTICLE XII IDOT ENCUMBERED ASSETS

XII.1. General. The Parties acknowledge and agree that the ownership, use, and disposition of the IDOT Encumbered Assets are subject to the terms and conditions of prior or existing Grant Agreements. The Encumbered Assets and related Grant Agreements were obtained with either State or federal funding. The resulting requirements are dependent on the underlying types of funding. Federally-funded assets are subject all relevant federal requirements, including without limitation the terms and conditions set forth in U.S. Department of Transportation Circular FTA C 5010.1E (“**Circular FTA C 5010.1E**”).

XII.2. Compliance with federal and State requirements. RMTD shall comply, to the extent applicable, with the terms and conditions of any agreement or applicable law, regulation, or policy that relates to such assets.

XII.3. IDOT’s Acknowledgement. The Parties acknowledge and agree that the Transition may require the execution of the Grant Agreements or Amendments with respect to the IDOT Encumbered Assets, including, but not limited to, a master grant agreement with respect to those IDOT Encumbered Assets subject to Circular FTA C 5010.1E. In connection with obtaining IDOT’s acknowledgement, each Party agrees that it shall act diligently and in good faith, including but not limited to, doing and performing all such further acts and things as IDOT or the other Party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the Transition contemplated hereby.

XII.4. PTA Funds; Adjustments. In connection with IDOT’s support of the Services, the Parties acknowledge that LOTS is currently the recipient of certain locally generated funds allocated to LOTS’ “public transportation account” (the “**PTA Funds**”) and which are held within the accounts of Lee County. No later than thirty (30) days before Closing, the Parties shall jointly prepare a statement setting forth their good faith calculation of the funds within the PTA Funds as of such date (the “**Estimated PTA Funds**”). The Estimated PTA Funds shall be transferred to RMTD at Closing pursuant to Section 2.2 hereof. Within sixty (60) days following the Closing, the Parties shall prepare a statement (the “**Adjustment Statement**”) which sets forth in reasonable detail their good faith calculation of the actual PTA Funds as reflected on the books of Lee County on the Closing Date (the “**Final PTA Funds**”). The calculation of the Estimated PTA Funds, the Adjustment Statement and the Final PTA Funds shall at all times be subject to approval and reconciliation with IDOT’s internal accounting of the PTA Funds, and the determination of IDOT shall be final and binding on the Parties. If the Final PTA Funds are greater than the Estimated PTA Funds, then within thirty (30) days following IDOT’s approval of the determination of the Final PTA Funds, Lee County will transfer the amount of such shortfall to RMTD. If the Final PTA Funds are less than the Estimated PTA Funds, then within thirty (30) days following IDOT’s approval of the determination of such Final PTA Funds, RMTD will transfer the amount of such excess to Lee County.

**ARTICLE XIII
MISCELLANEOUS PROVISIONS**

XIII.1. Agreement to Use Reasonable Efforts. The Parties agree that upon execution of this Agreement, each Party shall proceed in good faith and use commercially reasonable efforts to effectuate the actions contemplated herein toward the completion of the Transition, in accordance with the provisions hereof by not later than the Closing Date.

XIII.2. Assignment. This Agreement shall not be assigned by any of the Parties hereto.

XIII.3. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions thereof, and each provision is hereby declared to be separate, severable and distinct.

XIII.4. Amendment and Modification. This Agreement may not be amended or otherwise modified other than by a written agreement signed by all of the Parties hereto.

XIII.5. Waiver. No failure or delay on the part of either party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege. No waiver of any right, remedy, power or privilege with respect to any breach or occurrence shall be construed as a waiver of such right, remedy, power or privilege with respect to any other breach or occurrence, nor shall such waiver be construed as a waiver of any other right, remedy, power or privilege.

XIII.6. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to conflicts of laws principles.

XIII.7. Recovery of Fees by Prevailing Party. The Parties agree that if any Party seeks to resolve a dispute hereunder pursuant to a legal proceeding, the prevailing Party in such proceeding shall be entitled to recover from the other Party reasonable fees and expenses (including reasonable attorneys' fees and expenses) incurred in connection with such proceeding.

XIII.8. Notices. All notices, requests, demands, consents, and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given when delivered by hand, by confirmed email transmission, by nationally recognized overnight delivery service, or when deposited in the U.S. mail, certified or registered mail, postage prepaid, return receipt requested, addressed as follows:

If to Lee County:
Lee County
Attn: Bob Olson, Chairperson
112 E. Second Street
Dixon, IL 61021
leecochair@countyoflee.org

With a copy to:

Lee County States Attorney
Attn: Charley Boonstra, States Attorney
309 S. Galena Avenue
Dixon, IL 61021
cboonstra@countyoflee.org

If to Ogle County:

Ogle County
Attn: John Finfrock, Chairperson
105 S. 5th Street
Oregon, IL 61061
jfinfrock@oglecountyil.gov

With a copy to:

Ogle County States Attorney
Attn: Mike Rock, States Attorney
106 S. 5th Street; Suite 110
Oregon, IL 61061
mrock@oglecountyil.gov

If to RMTD:

Reagan Mass Transit District
Attn: Greg Gates, Director
210 E. Progress Drive
Dixon, IL 61021
ggates@lotsil.com

With a copy to:

Ward, Murray, Pace & Johnson, P.C.
Attn: Robert T. LeSage, III
226 W. River Street; P.O. Box 404
Dixon, IL 61021
lesage@wmpj.com

If to IDOT:

Illinois Department of Transportation
Attn: OIPI – Transit Division Deputy Director
69 W. Washington Street
Suite 2100
Chicago, IL 60602

Any party may alter the address to which communications or copies are to be sent by giving notice of such change of address to the other parties in accordance with the provisions of this Section.

XIII.9. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. If executed in multiple counterparts, this Agreement shall become binding when two or more counterparts hereto, individually or taken together, bear the signatures of all of the parties reflected hereon as the signatories.

XIII.10. Entire Agreement. This Agreement, including the Exhibits hereto, the Schedules and the other documents and certificates delivered pursuant to the terms hereof, set forth the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein, and supersede all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, employee or representative of any party hereto.

XIII.11. No Third Party Beneficiaries. The terms and provisions of this Agreement are intended solely for the benefit of each party hereto, and their respective successors and permitted assigns. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any Person or corporation other than the parties hereto, and their successors or assigns, any rights or remedies under or by reason of this Agreement.

XIII.12. Interpretation. This Agreement is a result of negotiations between the parties, none of whom have acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the parties hereby waive the application of any rule of law that otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed Agreement or any earlier draft of the same.

(signature of the Parties to appear on the following page)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

LEE COUNTY, ILLINOIS:

By: _____
Chairman

ATTEST:

Clerk

OGLE COUNTY, ILLINOIS:

By: _____
Chairman

ATTEST:

Clerk

REAGAN MASS TRANSIT DISTRICT:

By: _____
Chairman

ATTEST:

Secretary

Exhibit A

(form Bill of Sale to follow)

GENERAL CONVEYANCE, ASSIGNMENT AND BILL OF SALE

Effective as of _____, _____, County of Lee, Illinois (“Grantor”), for good and valuable consideration and pursuant to that certain Asset Transfer Agreement, dated as of _____, 2024 (the “Transfer Agreement”), by and among Grantor, Ogle County and Reagan Mass Transit District (“Grantee”), hereby assigns, transfers, conveys and delivers to Grantee all of Grantor’s right, title and interest in and to the Acquired Assets (as such terms are defined in the Transfer Agreement).

TO HAVE AND TO HOLD said Acquired Assets unto Grantee and its successors and assigns to and for its or their use forever; provided, that, in the ownership, use, and disposition of IDOT Encumbered Assets, Grantee shall comply in all respects with the terms and conditions set forth in the assets’ underlying Grant Agreement .

Grantor shall execute and deliver, at the request of Grantee, such further instruments of transfer, and shall take or cause to be taken such other or further actions, as shall reasonably be requested for purposes of carrying out the Transitions.

This General Conveyance, Assignment and Bill of Sale is delivered pursuant to Section 2.2(a) of the Transfer Agreement and shall be construed consistently with the Transfer Agreement. Capitalized terms used in this instrument shall have the meanings given them in the Transfer Agreement.

IN WITNESS WHEREOF, Grantor has executed and delivered this General Conveyance, Assignment and Bill of Sale effective as of the date first above written.

LEE COUNTY, ILLINOIS:

By: _____
Chairman

ATTEST:

Clerk

Exhibit B

(form Assignment and Assumption Agreement to follow)

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement"), dated as of _____, _____, (the "Effective Date") is made and entered by and among County of Lee, Illinois ("Assignor"); and Reagan Mass Transit District (the "Assignee").

WITNESSETH:

WHEREAS, pursuant to the Asset Transfer Agreement, dated as of _____, 2024, by and between Assignee, Assignor and Ogle County (the "Transfer Agreement"), whereby Assignor has agreed to transfer, assign, convey and deliver all of Assignor's right, title and interest in the Acquired Assets and the Assumed Liabilities to Assignee, and Assignee has agreed to acquire and assume the Acquired Assets and the Assumed Liabilities from Assignor, on the terms and subject to conditions more fully described in the Transfer Agreement; and

WHEREAS, capitalized terms used herein, but not otherwise defined shall have the meanings specified in the Transfer Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and subject to the conditions of the Transfer Agreement, Assignor hereby agrees as follows:

ARTICLE I

Section 1.01. Assignment. As of the Closing Date, Assignor hereby assigns and transfers to Assignee all of its respective right, title and interest in, to and under the Assumed Liabilities to have and to hold forever.

Section 1.02. Acceptance. As of the Closing Date, Assignee hereby accepts and assumes the assignment and transfer of such Assumed Liabilities, and agrees to assume and pay or perform, when such payment or performance is required.

Section 1.03. No Assumption of Liabilities. Assignee expressly does not, and shall not, assume or agree to assume, pay, satisfy, discharge, perform or be responsible for in any manner and shall not, by virtue of the execution and delivery of this Agreement, be deemed to have assumed or to have agreed to pay, satisfy, discharge or perform or be responsible for in any manner, any liabilities, obligations or commitments of Assignor of any nature whatsoever whether direct or indirect, known or unknown, choate or inchoate, absolute, fixed, contingent or otherwise and whether or not disclosed to Assignee, other than the Assumed Liabilities specifically assumed by Assignee under the Transfer Agreement.

Section 1.04. Governing Agreement. This Agreement is expressly made subject to the terms and provisions of the Transfer Agreement. The delivery of this Agreement shall not affect, alter, enlarge, diminish or otherwise impair any of the representations, warranties, covenants, conditions, indemnities, terms or provisions of the Transfer Agreement, and all of the representations, warranties, covenants, conditions, indemnities, terms and provisions contained in

the Transfer Agreement shall survive the delivery of this Agreement to the extent, and in the manner, set forth in the Transfer Agreement. In the event of a conflict between the terms and provisions of this Agreement and the terms and provisions of the Transfer Agreement, the terms and provisions of the Transfer Agreement shall govern and control.

Section 1.05. Successors and Assigns. The provisions of this Agreement shall bind Assignor and its successors and permitted assigns and inure to the benefit of Assignee and its respective successors and permitted assigns.

Section 1.06. Interpretation. Titles and headings to sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. Whenever the context requires in this Agreement, the singular shall include the plural, and vice versa. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted.

Section 1.07. Execution in Counterparts. This Agreement may be executed and delivered in two (2) original or electronic counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same document. Only one (1) counterpart signed by Assignor must be produced to evidence the execution and delivery of this Agreement.

Section 1.08. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois, without regard to conflict of laws principles of any jurisdiction.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the Effective Date.

LEE COUNTY, ILLINOIS:

By: _____
Chairman

ATTEST:

Clerk

REAGAN MASS TRANSIT DISTRICT:

By: _____
Chairman

ATTEST:

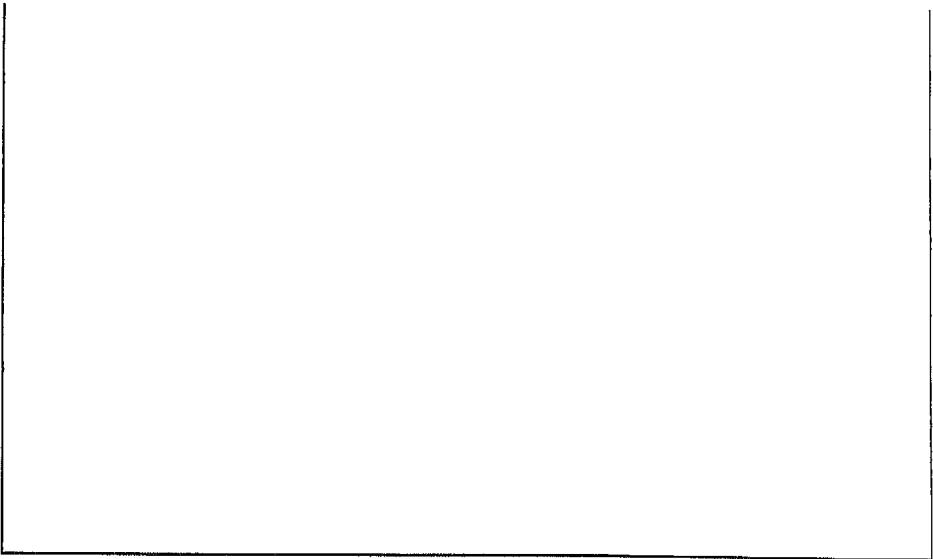
Secretary

Exhibit C
(form to follow)

DEED

Exempt under provisions of Paragraph
(e), § 31-45, Real Estate Transfer
Tax Law.

Date Buyer, Seller or Representative



THIS INDENTURE WITNESSETH, that the Grantor, **COUNTY OF LEE, ILLINOIS**, an Illinois county duly created and existing under and by virtue of the laws of the State of Illinois, acting pursuant to the power granted by Section 5-1005(2) of the Counties Code (55 ILCS 5/1-1001 et. seq.), and pursuant to authority given to it by the County Board of the County of Lee, Illinois, for and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, **CONVEYS AND WARRANTS** unto the **REAGAN MASS TRANSIT DISTRICT**, an Illinois local mass transit district duly created and existing under and by virtue of the laws of the State of Illinois, Grantee, all interest in the following described real estate situated in the County of Lee, State of Illinois, to wit:

See Exhibit "A" attached hereto and incorporated herein (the "Subject Premises"),

subject to: general real estate taxes for the year 2023 and thereafter, any special assessments not yet due or payable; building, building line and use or occupancy restrictions, conditions and covenants of record; zoning laws and ordinances, easements for public utilities; drainage ditches, feeders and drain tile pipe or other conduit and all other matters of record affecting the property.

FURTHER SUBJECT TO: Grantee's compliance with the terms and conditions set forth in the underlying Illinois Department of Transportation grant agreement with respect to the Subject Premises and all relevant federal requirements, including, without limitation, the terms and conditions set forth in U.S. Department of Transportation Circular FTA C 5010.1E, as amended from time to time, with respect to the ownership, use and disposition of the Subject Premises.

GRANTOR, for itself and its successors and assigns, hereby covenants and represents that it has not done, or suffered to be done, anything whereby the premises hereby conveyed is, or may be, in any manner encumbered or charged, except as recited herein, and that it will warrant and defend the premises against all persons lawfully claiming by, through or under Grantor.

IN WITNESS WHEREOF, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Chairman and attested by its Secretary, on _____,
2024.

(Signatures and notary on the following page(s))

COUNTY OF LEE, ILLINOIS,
an Illinois county

By: _____
Chairman

ATTEST:

Clerk

=====

STATE OF ILLINOIS)
) SS
COUNTY OF LEE)

The foregoing instrument was acknowledged before me on _____, by _____, known to me to be the Chairman and Clerk of the COUNTY OF LEE, ILLINOIS.

Given under my hand and Notarial Seal on _____.

Notary Public

=====

Prepared by and
Return to:

Matthew D. Cole
Ward, Murray, Pace & Johnson, P.C.
226 W. River Street | P.O. Box 404
Dixon, IL 61021

Tax Billing Address:

Reagan Mass Transit District
Attn: Director
210 E. Progress Drive
Dixon, IL 61021

Exhibit A

Legal TBD

PIN: 18-08-16-200-021

Commonly known as: 210 E. Progress Drive, Dixon, IL 61021

Schedule 1.1(a)

(the Equipment)

EQUIPMENT INVENTORY SUMMARY

| | Asset ID | Capital Asset Use or Description | Location of Asset |
|------|----------|----------------------------------|-------------------|
| LOTS | 1 | 4 Drawer File Cabinet (Wide) | Office 2 |
| LOTS | 2 | 3 Drawer File Cabinet (Wide) | Conf. Rm. |
| LOTS | 3 | 4 Drawer File Cabinet (Wide) | Office 2 |
| LOTS | 4 | Hutch | Office 2 |
| LOTS | 5 | Desk | Office 2 |
| LOTS | 6 | Desk | Office 2 |
| LOTS | 7 | Desk | Office 2 |
| LOTS | 8 | Laptop Hp Greg | Office 2 |
| LOTS | 9 | Monitor Lenovo Greg | Office 2 |
| LOTS | 10 | Calculator Sharp Greg | Office 2 |
| LOTS | 11 | Telephone | Office 2 |
| LOTS | 12 | Microphone Knox Greg | Office 2 |
| LOTS | 13 | Heater Honey Well Circle Greg | Office 2 |
| LOTS | 14 | Chair | Office 2 |
| LOTS | 15 | Chair | Office 2 |
| LOTS | 16 | Chair | Office 2 |
| LOTS | 17 | Chair | Office 2 |
| LOTS | 18 | Table | Office 2 |
| LOTS | 19 | Laptop Lenovo Kendra | Conf. Rm. |
| LOTS | 20 | Safe Sentry Hand Held Greg | Office 2 |
| LOTS | 21 | Phone Service Extender | Office 2 |
| LOTS | 22 | Table | Office 1 |
| LOTS | 23 | Chair | Office 1 |
| LOTS | 24 | Chair | Office 1 |
| LOTS | 25 | Chair | Office 1 |
| LOTS | 26 | Chair | Office 1 |
| LOTS | 27 | 3 Drawer File Cabinet (Wide) | Office 1 |
| LOTS | 28 | 4 Drawer File Cabinet (Wide) | Office 1 |
| LOTS | 29 | Heater | Office 1 |
| LOTS | 30 | Desk | Office 1 |
| LOTS | 31 | Hutch | Office 1 |
| LOTS | 32 | Desk | Office 1 |
| LOTS | 33 | Desk | Office 1 |
| LOTS | 34 | Battery CyberPower Greg | Office 2 |
| LOTS | 35 | Docking Station HP Greg | Office 2 |
| LOTS | 36 | Battery | Office 1 |
| LOTS | 37 | Docking Station | Office 1 |
| LOTS | 38 | Laptop | Office 1 |
| LOTS | 39 | ID Badge Printer | Office 1 |
| LOTS | 40 | Monitor | Office 1 |
| LOTS | 41 | Telephone | Office 1 |
| LOTS | 42 | Telephone | Suzanne's Office |
| LOTS | 43 | TV | Conf. Rm. |

| | | | |
|------|----|--------------------|-------------|
| LOTS | 44 | DVD | Conf. Rm. |
| LOTS | 45 | UV Sanitizer | Conf. Rm. |
| LOTS | 46 | Table | Conf. Rm. |
| LOTS | 47 | Chair | Conf. Rm. |
| LOTS | 48 | Chair | Conf. Rm. |
| LOTS | 49 | Chair | Conf. Rm. |
| LOTS | 50 | Chair | Conf. Rm. |
| LOTS | 51 | Chair | Conf. Rm. |
| LOTS | 52 | Chair | Conf. Rm. |
| LOTS | 53 | Table | Conf. Rm. |
| LOTS | 54 | Chair | Conf. Rm. |
| LOTS | 55 | Chair | Conf. Rm. |
| LOTS | 56 | Chair | Conf. Rm. |
| LOTS | 57 | Chair | Conf. Rm. |
| LOTS | 58 | Chair | Conf. Rm. |
| LOTS | 59 | Chair | Conf. Rm. |
| LOTS | 60 | Table | Conf. Rm. |
| LOTS | 61 | Table | Conf. Rm. |
| LOTS | 62 | Chair | Conf. Rm. |
| LOTS | 63 | Chair | Conf. Rm. |
| LOTS | 64 | Chair | Conf. Rm. |
| LOTS | 65 | Chair | Conf. Rm. |
| LOTS | 66 | Chair | Conf. Rm. |
| LOTS | 67 | Chair | Conf. Rm. |
| LOTS | 68 | Table | Conf. Rm. |
| LOTS | 69 | Chair | Conf. Rm. |
| LOTS | 70 | Chair | Conf. Rm. |
| LOTS | 71 | Chair | Conf. Rm. |
| LOTS | 72 | Chair | Conf. Rm. |
| LOTS | 73 | Chair | Conf. Rm. |
| LOTS | 74 | Chair | Conf. Rm. |
| LOTS | 75 | Chair | Conf. Rm. |
| LOTS | 76 | Table | Conf. Rm. |
| LOTS | 77 | Pop Up Sign | Conf. Rm. |
| LOTS | 78 | UV Sanitizer | Conf. Rm. |
| LOTS | 79 | Calculator - Spare | Supply Cab. |
| LOTS | 80 | Table | Conf. Rm. |
| LOTS | 81 | Printer | Office 2 |
| LOTS | 82 | Calculator | Office 3 |
| LOTS | 83 | Hutch | Office 3 |
| LOTS | 84 | Monitor | Office 3 |
| LOTS | 85 | Desk | Office 3 |
| LOTS | 86 | Computer | Office 3 |
| LOTS | 87 | Printer | Office 3 |
| LOTS | 88 | Telephone | Kendra Hull |

| | | | |
|------|-----|--------------------------------|-------------------|
| LOTS | 89 | Monitor | Kendra Hull |
| LOTS | 90 | Battery | Office 3 |
| LOTS | 91 | Heater | Office 3 |
| LOTS | 92 | Desk | Office 3 |
| LOTS | 93 | Desk | Office 3 |
| LOTS | 94 | Fridge/Freezer | Kitchen/Breakroom |
| LOTS | 95 | Microwave | Kitchen/Breakroom |
| LOTS | 96 | Table | Kitchen/Breakroom |
| LOTS | 97 | Chair | Kitchen/Breakroom |
| LOTS | 98 | Chair | Kitchen/Breakroom |
| LOTS | 99 | Chair | Kitchen/Breakroom |
| LOTS | 100 | Table | Kitchen/Breakroom |
| LOTS | 101 | Telephone | Main Office |
| LOTS | 102 | Computer | Main Office |
| LOTS | 103 | Battery | Main Office |
| LOTS | 104 | Desk | Main Office |
| LOTS | 105 | Desk | Main Office |
| LOTS | 106 | Monitor | Main Office |
| LOTS | 107 | Monitor | Main Office |
| LOTS | 108 | Monitor | Main Office |
| LOTS | 109 | Cubicle | Main Office |
| LOTS | 110 | Cubicle | Main Office |
| LOTS | 111 | Desk | Main Office |
| LOTS | 112 | Telephone | Main Office |
| LOTS | 113 | Calculator | Main Office |
| LOTS | 114 | Monitor | Main Office |
| LOTS | 115 | Monitor | Main Office |
| LOTS | 116 | Computer | Main Office |
| LOTS | 117 | Battery | Main Office |
| LOTS | 118 | Heater | Main Office |
| LOTS | 119 | Cubicle | Main Office |
| LOTS | 120 | Telephone Front Desk | Steve Davis |
| LOTS | 121 | 2 Drawer File Cabinet (Narrow) | Main Office |
| LOTS | 122 | Safe | Main Office |
| LOTS | 123 | Desk | Main Office |
| LOTS | 124 | Telephone | Main Office |
| LOTS | 125 | Monitor | Main Office |
| LOTS | 126 | Monitor | Main Office |
| LOTS | 127 | Computer | Main Office |
| LOTS | 128 | Battery | Main Office |
| LOTS | 129 | Shredder | Main Office |
| LOTS | 130 | Cubicle | Main Office |
| LOTS | 131 | Desk | Main Office |
| LOTS | 132 | Cubicle | Main Office |
| LOTS | 133 | Monitor | Main Office |

| | | | |
|------|-----|--------------------------------|-------------------|
| LOTS | 134 | Monitor | Main Office |
| LOTS | 135 | Telephone | Main Office |
| LOTS | 136 | Computer | Main Office |
| LOTS | 137 | Battery | Main Office |
| LOTS | 138 | Heater | Main Office |
| LOTS | 139 | Cubicle | Main Office |
| LOTS | 140 | 2 Drawer File Cabinet (Narrow) | Main Office |
| LOTS | 141 | 2 Drawer File Cabinet (Narrow) | Main Office |
| LOTS | 142 | Desk | Main Office |
| LOTS | 143 | Shelf | Main Office |
| LOTS | 144 | Paper Cutter | Main Office |
| LOTS | 145 | Laminator | Main Office |
| LOTS | 146 | Coffee Maker | Kitchen/Breakroom |
| LOTS | 147 | Keurig Coffee Maker | Kitchen/Breakroom |
| LOTS | 148 | 5 Drawer File Cabinet | Supply Closet |
| LOTS | 149 | 4 Drawer File Cabinet | Supply Closet |
| LOTS | 150 | 4 Drawer File Cabinet | Supply Closet |
| LOTS | 151 | 5 Drawer File Cabinet | Supply Closet |
| LOTS | 152 | 5 Drawer File Cabinet | Supply Closet |
| LOTS | 153 | 4 Drawer File Cabinet | Supply Closet |
| LOTS | 154 | Bookcase | Backroom |
| LOTS | 155 | Bookcase | Backroom |
| LOTS | 156 | Bookcase | Backroom |
| LOTS | 157 | Bookcase | Backroom |
| LOTS | 158 | Display | Depot |
| LOTS | 159 | Bench | Depot |
| LOTS | 160 | Bench | Depot |
| LOTS | 161 | Bench | Depot |
| LOTS | 162 | Bench | Depot |
| LOTS | 163 | Bench | Depot |
| LOTS | 164 | Scale | Depot |
| LOTS | 165 | Picnic Bench | Outside |
| LOTS | 166 | Locker | Wash Bay |
| LOTS | 167 | Heated Pressure Washer | Wash Bay |
| LOTS | 168 | 5 Ton Floor Jack | Wash Bay |
| LOTS | 169 | Air Compressor | Wash Bay |
| LOTS | 170 | Tire Changer Machine | Wash Bay |
| LOTS | 171 | Tire Balancer | Wash Bay |
| LOTS | 172 | Portable Lift | Wash Bay |
| LOTS | 173 | Portable Lift | Wash Bay |
| LOTS | 174 | Portable Lift | Wash Bay |
| LOTS | 175 | Portable Lift | Wash Bay |
| LOTS | 176 | Step Ladder | Wash Bay |
| LOTS | 177 | Solvent Tank | Wash Bay |
| LOTS | 178 | Press | Wash Bay |

| | | | |
|------|-----|------------------------------|----------------------|
| LOTS | 179 | Jack Stands | Wash Bay |
| LOTS | 180 | Jack Stands | Wash Bay |
| LOTS | 181 | Oil Dispenser | Wash Bay |
| LOTS | 182 | Work Bench | Wash Bay |
| LOTS | 183 | Vice | Wash Bay |
| LOTS | 184 | Shop Vac | Wash Bay |
| LOTS | 185 | Tool Box | Wash Bay |
| LOTS | 186 | 4 Drawer Bin | Wash Bay |
| LOTS | 187 | Desk | Mechanic's Office |
| LOTS | 188 | Telephone | Mechanic's Office |
| LOTS | 189 | Laptop Computer | Mechanic's Office |
| LOTS | 190 | Docking Station | Mechanic's Office |
| LOTS | 191 | Galaxy Tab | Mechanic's Office |
| LOTS | 192 | 2 Drawer File Cabinet (Wide) | Mechanic's Office |
| LOTS | 193 | Battery Jump Pack | Wash Bay |
| LOTS | 194 | Grinder | Wash Bay |
| LOTS | 195 | Saw Saw | Wash Bay |
| LOTS | 196 | John Deere Zero Turn Mower | Shed |
| LOTS | 197 | Snow Blower | Shed |
| LOTS | 198 | Salt Spreader | Shed |
| LOTS | 199 | Weed Eater | Shed |
| LOTS | 200 | Blower | Shed |
| LOTS | 201 | Battery Charger | Vehicle Storage Area |
| LOTS | 202 | Shop Vac | Vehicle Storage Area |
| LOTS | 203 | Lockers | Vehicle Storage Area |
| LOTS | 204 | Lockers | Vehicle Storage Area |
| LOTS | 205 | Lockers | Vehicle Storage Area |
| LOTS | 206 | Lockers | Vehicle Storage Area |
| LOTS | 207 | Sanitizing Sprayers | Vehicle Storage Area |
| LOTS | 208 | Sanitizing Sprayers | Vehicle Storage Area |
| LOTS | 209 | Flammable Cabinet | Vehicle Storage Area |
| LOTS | 210 | Grill | Vehicle Storage Area |
| LOTS | 211 | Water Softner | Utility Room |
| LOTS | 212 | Water Heater | Utility Room |
| LOTS | 213 | * | |
| LOTS | 214 | * | |
| LOTS | 215 | * | |
| LOTS | 216 | * | |
| LOTS | 217 | * | |
| LOTS | 218 | * | |
| LOTS | 219 | * | |
| LOTS | 220 | * | |
| LOTS | 221 | * | |
| LOTS | 222 | * | |
| LOTS | 223 | * | |

| | | | |
|------|-----|-------------------------------|-------------------------|
| LOTS | 224 | * | |
| LOTS | 225 | * | |
| LOTS | 226 | * | |
| LOTS | 227 | * | |
| LOTS | 228 | * | |
| LOTS | 229 | Calculator | Administrative Office |
| LOTS | 230 | Calculator | Dispatch Office/Chelsea |
| LOTS | 231 | Calculator | Dispatch Office/Cory |
| LOTS | 232 | Large Cabinet | Greg's Office |
| LOTS | 233 | 75" TV | Dispatch Office |
| LOTS | 234 | Wall bracket for 75" TV | Dispatch Office |
| LOTS | 235 | Monitor | Kendra Hull |
| LOTS | 236 | Keyboard | Kendra Hull |
| LOTS | 237 | Monitor | Steve Davis |
| LOTS | 238 | Keyboard | Steve Davis |
| LOTS | 239 | Laptop Computer | Steve Davis |
| LOTS | 240 | Monitor | Sally Dempsey |
| LOTS | 241 | | |
| LOTS | 242 | Projection Screen Elite | Conf Room |
| LOTS | 243 | Projector Epson | Conf Room |
| LOTS | 244 | Gaming Desk Chair | Conf Room |
| LOTS | 245 | Gaming Desk Chair | Conf Room |
| LOTS | 246 | Gaming Desk Chair | Conf Room |
| LOTS | 247 | Gaming Desk Chair | Office 2 |
| LOTS | 248 | Gaming Desk Chair | Office 1 |
| LOTS | 249 | Gaming Desk Chair | Office 3 |
| LOTS | 250 | Gaming Desk Chair | Main Office |
| LOTS | 251 | Gaming Desk Chair | Main Office |
| LOTS | 252 | Gaming Desk Chair | Main Office |
| LOTS | 253 | CPR Torso Trainer | Conf Room |
| LOTS | 254 | CPR Head Trainer | Conf Room |
| LOTS | 255 | CPR Torso Trainer | Conf Room |
| LOTS | 256 | CPR Head Trainer | Conf Room |
| LOTS | 257 | CPR Torso Trainer | Conf Room |
| LOTS | 258 | CPR Head Trainer | Conf Room |
| LOTS | 259 | CPR Torso Trainer | Conf Room |
| LOTS | 260 | CPR Head Trainer | Conf Room |
| LOTS | 261 | CPR AED Trainer | Conf Room |
| LOTS | 262 | CPR AED Trainer | Conf Room |
| LOTS | 263 | CPR AED Trainer | Conf Room |
| LOTS | 264 | CPR AED Trainer | Conf Room |
| LOTS | 265 | Drug and Alcohol USB Training | Conf Room |
| LOTS | 266 | Driving Safety USB Training | Conf Room |
| LOTS | 267 | Sexual Harassment USB Tr | Conf Room |
| LOTS | 268 | D&A Managers USB Training | Conf Room |

| | | | |
|------|------|----------------------------------|----------------------|
| LOTS | 269 | Sex Harass Managers USB | Conf Room |
| LOTS | 270 | Workplace Violence USB Tra | Conf Room |
| LOTS | 271 | Fire Safety USB Training | Conf Room |
| LOTS | 272 | Stand Up Desk | Main Office |
| LOTS | 273 | Stand Up Desk | Main Office |
| LOTS | 274 | Stand Up Desk | Main Office |
| LOTS | 275 | Stand Up Desk | Main Office |
| LOTS | 276 | Stand Up Desk | Main Office |
| LOTS | 277 | Stand Up Desk | Conf Room |
| LOTS | 278 | Monitor MSI Suzanne - VOID/BROKE | Conf Room |
| LOTS | 279 | Cassida C300 Coin Counter | Sally's Office |
| LOTS | 280 | Thermal Printer | Sally's Office |
| LOTS | 281 | Cassida Bill Counter | Sally's Office |
| LOTS | 282 | Desk Lamp | Sally's Office |
| LOTS | 283 | Desk Lamp | Greg's Office |
| LOTS | 284 | LaserFiche Scanner | Greg's Office |
| LOTS | 285 | Brothers Printer | Greg's Office |
| LOTS | 286 | LaserFiche Scanner | Sally's Office |
| LOTS | 287 | White Board | Steve's Office |
| LOTS | 288 | Table | Sally's Office |
| LOTS | 289 | Speakers | Suzanne's Office |
| LOTS | 0290 | Speakers | Greg's Office |
| LOTS | 0291 | 3-Hole Punch | Greg's Office |
| LOTS | 0292 | Laptop | Scott's Office |
| LOTS | 0293 | June 2022 Tablet #1/Time clock | Lunch Room |
| LOTS | 0294 | June 2022 Tablet #2/Dispatch | Dispatch/Bus |
| LOTS | 0295 | June 2022 Tablet #3/Dispatch | Dispatch/Bus |
| LOTS | 0296 | June 2022 Tablet #4/Dispatch | Dispatch/Bus |
| LOTS | 0297 | June 2022 Tablet #5/Dispatch | Dispatch/Bus |
| LOTS | 0298 | June 2022 Tablet #6/Dispatch | Dispatch/Bus |
| LOTS | 0299 | June 2022 Tablet #7/Dispatch | Dispatch/Bus |
| LOTS | 0300 | June 2022 Tablet #8/Dispatch | Dispatch/Bus |
| LOTS | 0301 | June 2022 Tablet #9/Dispatch | Dispatch/Bus |
| LOTS | 0302 | June 2022 Tablet #10/Dispatch | Dispatch/Bus |
| LOTS | 0303 | June 2022 Tablet #11/Dispatch | Dispatch/Bus |
| LOTS | 0304 | June 2022 Tablet #12/Dispatch | Dispatch/Bus |
| LOTS | 0305 | June 2022 Tablet #13/Dispatch | Dispatch/Bus |
| LOTS | 036 | June 2022 Tablet #14/Dispatch | Dispatch/Bus |
| LOTS | 0307 | June 2022 Tablet #15/Dispatch | Dispatch/Bus |
| LOTS | 0308 | #1 AED | On Bus |
| LOTS | 0309 | #2 AED | On Bus |
| LOTS | 0310 | AED Wallmount | On Wall in main bldg |
| LOTS | 0311 | #3 AED | On Bus |
| LOTS | 0312 | Tablet #18/Model#Galaxy Tab S5e | Rock River Center |
| LOTS | 0313 | Tablet #19/Model#Galaxy Tab S5e | Rock River Center |

| | | | |
|------|------|---------------------------------------|--------------------------|
| LOTS | 0314 | Tablet #20/Model#Galaxy Tab S5e | LCCOA |
| LOTS | 0315 | Tablet #21/Model#Galaxy Tab S5e | LCCOA |
| LOTS | 0316 | Tablet #16/Model#Galaxy Tab S5e | KREIDER |
| LOTS | 0317 | Tablet #17/Model#Galaxy Tab S5e | KREIDER |
| LOTS | 0318 | Calculator/Dispatch office | Dispatch Office |
| LOTS | 0319 | Chair/Dispatch Office | Dispatch Office |
| LOTS | 0320 | Tablet #22/Model#Galaxy Tab S5e | Rock River Center |
| LOTS | 0321 | Tablet #23/Model#Galaxy Tab S5e | Rock River Center |
| LOTS | 0322 | Tablet #24/Model#Galaxy Tab S5e | KREIDER |
| LOTS | 0323 | Tablet #25/Model#Galaxy Tab S5e | KREIDER |
| LOTS | 0324 | Tablet #26/Model#ASUS TAB | KREIDER |
| LOTS | 0325 | Tablet #27/Model#ASUS TAB | KREIDER |
| LOTS | 0326 | Monitor/Marcus Cox | Marcus's Office |
| LOTS | 0327 | Cricut | Steve's Office |
| LOTS | 0328 | Tablet #28/Model#Galaxy Tab S5e | LCCOA |
| LOTS | 0329 | Monitor - Suzanne's Ofc | Suzanne's Office |
| LOTS | 0331 | Tablet #29/Model#SMT727V | Hub City |
| LOTS | 0330 | Tablet #30/Model #SMT727V | Hub City |
| LOTS | 0332 | Monitor | John Stinson's Ofc |
| LOTS | 0333 | Computer | John Stinson's Ofc |
| LOTS | 0334 | Docking Station | John Stinson's Ofc |
| LOTS | 0335 | Telephone | John's Phone |
| LOTS | 0336 | Telephone | Marcus' Phone |
| LOTS | 0337 | Telephone | Courtney's Phone |
| LOTS | 0338 | Tablet#31/Model#SMT727V | LCCOA |
| LOTS | | Super Micro SYS-1019P-WTR Server | Main bldg., server room |
| LOTS | | Kubota LA 805 Front Loader and bucket | Main bldg., mechanic bay |
| LOTS | | PRD 7200 Finish Mower | Main bldg., mechanic bay |
| LOTS | | | |
| LOTS | | | |

Schedule 1.1(b)

(the Vehicles)

| Organization ID | Operator | Description | VIN | Bus ID |
|-----------------|-----------|---------------------|-------------------|----------|
| Lee County | LOTS | Mini-van | 2D4RN4DE2AR405454 | L4 |
| Lee County | LOTS | Mini-van | 1GBDV13W48D176907 | L9 |
| Lee County | LOTS | Mini-van | 2D4RN4DE7AR405451 | L14 |
| Lee County | LOTS | Mini-van | 2C4RDGCG5CR161256 | L15 |
| Lee County | LOTS | Light duty | 1FDEE3FL0ADB02284 | L16 |
| Lee County | LOTS | Light duty | 1FDEE3FL0EDA26796 | L18 |
| Lee County | LOTS | Medium Duty | 1FDEE4FL3EDA86335 | L20 |
| Lee County | LOTS | Medium Duty | 1FDEE4FL6EDA86345 | L22 |
| Lee County | LOTS | Medium Duty | 1FDEE4FL4EDA86327 | L23 |
| Lee County | LOTS | Light duty | 1FDEE3FL1FDA35170 | L24 |
| Lee County | LOTS | Mini-van | 2C7WDGCG8GR364489 | L28 |
| Lee County | LOTS | Light duty | 1FDEE3FS2JDC36351 | L29 |
| Lee County | LOTS | Light duty | 1FDEE3FL6EDA26799 | L30 |
| Lee County | LOTS | Light duty | 1FDEE3FS3JDC36360 | L31 |
| Lee County | LOTS | Light duty | 1FDEE3FL9GDC31343 | L32 |
| Lee County | LOTS | Light duty | 1FDEE3FL5GDC39603 | L33 |
| Lee County | LOTS | Light duty | 1FDEE3FS3JDC36357 | H2 |
| Lee County | LOTS | Mini-van | 2C7WDGBG9KR786183 | R1 |
| Lee County | LOTS | Mini-van | 2C7WDGCG2GR365041 | R2 |
| Lee County | LOTS | Mini-van | 2C7WDGCG8GR363116 | R3 |
| Lee County | Kreider | Mini-van | 2D4RN4DE9AR405452 | K121 |
| Lee County | Kreider | Medium Duty | 1FDDE4FS0DB22618 | K124 |
| Lee County | Kreider | Light duty | 1FDEE3FL7BDB18385 | K155 |
| Lee County | Kreider | Light duty | 1FDEEEFL3GDC31340 | K154 |
| Lee County | Kreider | Mini-van | 2C7WDGCG3GR364481 | K156 |
| Lee County | Kreider | Medium Duty | 1FDEE3FL7BDB18385 | K155 |
| Lee County | Kreider | Mini-van | 2C7WDGCG5GR365259 | K157 |
| Lee County | Kreider | Mini-van | 2C7WDGCG0GR364485 | K162 |
| Lee County | Kreider | Light duty | 1FDEE3FL93DA26795 | K164 |
| Lee County | Kreider | Light duty | 1FDEE3FS8HDC77822 | K166 |
| Lee County | Greyhound | FRHT/30 foot diesel | 4UZADRFC1LCMA1677 | |
| Lee County | Greyhound | FRHT/30 foot diesel | 4UZADRFCXLCMA1676 | |
| Lee County | Greyhound | FRHT/30 foot diesel | 4UZADRFC7LCMA1974 | |
| Lee County | Greyhound | PREVOST/45 foot | 4RKG33498L9737715 | IL-87000 |
| Lee County | Greyhound | PREVOST/45 foot | 4RKG33493L9737718 | IL-87003 |
| Lee County | Greyhound | PREVOST/45 foot | 4RKG3349XL9737716 | IL-87001 |
| Lee County | Greyhound | PREVOST/45 foot | 4RKG33491L9737717 | IL-87002 |

Schedule 1.1(d)
Assigned Contracts
As of December 22, 2023

| | | |
|--|---|------------|
| <u>Adobe</u> | | |
| Service Contract | Licensing of Adobe Software (Adobe Professional, Adobe Audition, Adobe Creative Cloud) | 11/01/2023 |
| <u>Ag View</u> | | |
| Service Contract | Oil Supply Contract | _____ |
| <u>APLOS</u> | | |
| Service Contract | Fund Accounting Software License | 07/01/2023 |
| <u>Burlington Trailways (Burlington Stage Lines, Inc.)</u> | | |
| Service Contract | Intercity Bus Agreement | _____ |
| <u>City of Dixon / Water Department</u> | | |
| Service Contract | Water service | _____ |
| <u>Comcast Business</u> | | |
| Service Contract | Phone service | _____ |
| <u>Crest Foods</u> | | |
| Service Contract | Transportation of Employees to/from work | 07/24/2019 |
| <u>CTS / Foxstar</u> | | |
| Service Contract | Routing Software & Video Surveillance (Trip Master and Trip View) | 07/01/2023 |
| <u>Culligan</u> | | |
| Service Contract | Water cooler service | _____ |
| <u>DC Computers</u> | | |
| Software Contract | Use of Office 365 / MS Exchange | 07/01/2023 |
| <u>Direct Energy</u> | | |
| Service Contract | Cooperative agreement for electric | _____ |
| <u>Dixon Park District</u> | | |
| Service Contract | Advertising agreement | _____ |
| <u>EffectTV</u> | | |
| Service Contract | Advertising agreement | _____ |
| <u>FLIX / Greyhound</u> | | |
| FY 2024 Operator | Operating Contract, ICB Route on I-88 | 07/01/2023 |
| FY 2024 Operator | Operating Contract, ICB Route on I-39 | 07/01/2023 |

| | | | |
|---|---------------------------------------|--|------------|
| <u>Lee County Council on Aging</u> | | | |
| Service Contract | Operating Contract / Lee Co. | | 07/01/2023 |
| <u>Microsoft</u> | | | |
| Service Contract | Use of Power Bi Software | | 09/01/2023 |
| <u>Midwest Truckers Association</u> | | | |
| Service Contract | Drug and Alcohol Testing | | _____ |
| <u>Nicor Gas</u> | | | |
| Service Contract | Gas service | | _____ |
| <u>Pest Control Services</u> | | | |
| Service Contract | Pest Control Services | | _____ |
| <u>Place Ai</u> | | | |
| Service Contract | Use of Location Intelligence Software | | 09/30/2023 |
| <u>QuickBooks</u> | | | |
| Service Contract | Accounting Software | | 09/01/2023 |
| <u>RTA Fleet</u> | | | |
| Service Contract | Maintenance Management System | | 07/01/2023 |
| <u>Republic Services</u> | | | |
| Service Contract | Refuse removal services | | _____ |
| <u>Rock River Center</u> | | | |
| Service Contract | Operating Contract / Ogle Co. | | 07/01/2023 |
| <u>Sauk Valley Community College</u> | | | |
| Service Contract | Rides for students attending SVCC | | _____ |
| <u>Sauk Valley Media</u> | | | |
| Service Contract | Newspaper advertising | | _____ |
| <u>Sinnissippi Centers, Inc.</u> | | | |
| Service Contract | Rides for clientele of SCI | | _____ |
| <u>Sjostrom and Sons</u> | | | |
| Service Contract | General Contractor services | | _____ |
| <u>Sterling Business Machines (SBM)</u> | | | |
| Service Contract | Copier Service | | _____ |

| | | | |
|---|--|------------|-------|
| <u>Supply Works / Home Depot Pro</u> | | | |
| Service Contract | Supply contract | | _____ |
| <u>TKB Associates, Inc.</u> | | | |
| Service Contract | Laser Fiche Record Management | 09/17/2023 | |
| <u>US Bank</u> | | | |
| Service Contract | Credit Card Agreement / via Lee County | | _____ |
| <u>Village of Progress</u> | | | |
| Service Contract | Operating Contract / Ogle Co. | 07/01/2023 | |
| <u>Verizon Wireless</u> | | | |
| Service Contract | Cellular phone and tablet | | _____ |
| <u>WEX Bank</u> | | | |
| Service Contract | Fleet fuel agreement | | _____ |
| <u>Willett Hofmann & Associates</u> | | | |
| Service Contract | Architectural and Engineering Services | | _____ |
| <u>Wipfli LLP</u> | | | |
| Service Contract | Auditing Services via Lee County | | _____ |
| <u>WRHL / WYOT Radio Group</u> | | | |
| Service Contract | Advertising on radio group stations | | _____ |
| <u>WIXN/WRCV/WSEY Radio Group</u> | | | |
| Service Contract | Advertising on radio group stations | | _____ |

Schedule 1.1(e)

(the Deposits)

| Name | Balance (Rides) | Cost per Ride | Total Unused Cost |
|-------------|------------------------|----------------------|--------------------------|
| a2515 | 16 | \$1.00 | \$16.00 |
| db88d | 10 | \$2.00 | \$20.00 |
| 03de8 | 33 | \$1.00 | \$33.00 |
| 7f6dd | 41 | \$2.00 | \$82.00 |
| f3fbe | 9 | \$2.00 | \$18.00 |
| 033ba | 19 | \$2.00 | \$38.00 |
| 00c96 | 21 | \$1.00 | \$21.00 |
| 1348 | 0 | \$2.00 | \$0.00 |
| 4bdf9 | -2 | \$2.00 | -\$4.00 |
| 5b241 | 20 | \$1.00 | \$20.00 |
| 7303a | 15 | \$2.00 | \$30.00 |
| 1b8ba | 19 | \$1.00 | \$19.00 |
| 5caf9 | 16 | \$2.80 | \$44.80 |
| 9af3b | 5 | \$2.00 | \$10.00 |
| 11469 | 0 | \$0.00 | \$0.00 |
| 2480 | 40 | \$2.00 | \$80.00 |
| 75436 | 21 | \$2.00 | \$42.00 |
| 77461 | -1 | \$2.00 | -\$2.00 |
| 5f026 | 2 | \$1.00 | \$2.00 |
| 3182b | 14 | \$1.00 | \$14.00 |
| ad68b | -2 | \$2.00 | -\$4.00 |
| c150e | 1 | \$2.00 | \$2.00 |
| 5caeb | 12 | \$2.00 | \$24.00 |
| e2d44 | 19 | \$2.00 | \$38.00 |
| d99c8 | 9 | \$1.00 | \$9.00 |
| d8787 | 13 | \$2.00 | \$26.00 |
| 4015d | 23 | \$1.00 | \$23.00 |
| ba63d | 13 | \$2.00 | \$26.00 |
| 8a1fc | 16 | \$1.00 | \$16.00 |
| ef48e | 19 | \$2.00 | \$38.00 |
| d5573 | 2 | \$2.00 | \$4.00 |
| 3555 | 3 | \$1.00 | \$3.00 |
| ecb1b | 17 | \$2.00 | \$34.00 |
| f9386 | 0 | \$0.00 | \$0.00 |
| b2a1f | 20 | \$1.00 | \$20.00 |
| a3679 | 8 | \$2.00 | \$16.00 |
| a6d72 | 17 | \$1.00 | \$17.00 |
| 2483d | 21 | \$2.00 | \$42.00 |
| 4cf17 | 17 | \$4.20 | \$71.40 |
| 0f91a | 6 | \$5.00 | \$30.00 |
| cd153 | 26 | \$1.00 | \$26.00 |
| 51512 | 7 | \$2.00 | \$14.00 |
| 9c957 | 16 | \$2.00 | \$32.00 |
| d3d74 | 40 | \$1.00 | \$40.00 |
| 563ea | 0 | \$0.00 | \$0.00 |

| | | | |
|----------|-----|--------|----------|
| a8f70 | 13 | \$2.00 | \$26.00 |
| c46e0 | 11 | \$2.00 | \$22.00 |
| 0d074 | 6 | \$5.00 | \$30.00 |
| e8ab7 | 35 | \$1.00 | \$35.00 |
| b1bbf | 19 | \$2.00 | \$38.00 |
| a2470 | 21 | \$1.00 | \$21.00 |
| 37863 | 19 | \$2.00 | \$38.00 |
| 5ded7 | 13 | \$5.00 | \$65.00 |
| e3961 | 0 | \$0.00 | \$0.00 |
| 02a6f | 15 | \$1.00 | \$15.00 |
| 036b1 | 19 | \$1.00 | \$19.00 |
| c7e55 | 2 | \$1.00 | \$2.00 |
| 5386 | 0 | \$0.00 | \$0.00 |
| d481e | 17 | \$5.25 | \$89.25 |
| 62008 | 20 | \$1.00 | \$20.00 |
| d20f5 | 24 | \$1.00 | \$24.00 |
| 73a87 | 19 | \$1.00 | \$19.00 |
| 4e5ed | 8 | \$1.00 | \$8.00 |
| d843d | 4 | \$2.00 | \$8.00 |
| e63e1 | 12 | \$2.00 | \$24.00 |
| f47a4 | 33 | \$2.00 | \$66.00 |
| 72f7b | 4 | \$2.00 | \$8.00 |
| 291ca | 15 | \$1.00 | \$15.00 |
| ce514 | 19 | \$2.00 | \$38.00 |
| 105bb | 0 | \$1.00 | \$0.00 |
| 5bc6b | 3 | \$5.00 | \$15.00 |
| 762a2 | 16 | \$5.00 | \$80.00 |
| 089b0 | 19 | \$2.00 | \$38.00 |
| 79a70 | 3 | \$3.00 | \$9.00 |
| f1536 | 33 | \$1.00 | \$33.00 |
| 37a6c | 29 | \$2.00 | \$58.00 |
| 3.80E+27 | 1 | \$3.00 | \$3.00 |
| f1950 | 0 | \$2.00 | \$0.00 |
| 2.56E+10 | 2 | \$1.00 | \$2.00 |
| 105ad | 3 | \$2.00 | \$6.00 |
| 45449 | 16 | \$1.00 | \$16.00 |
| c9baa | 30 | \$1.00 | \$30.00 |
| 95ec3 | 12 | \$1.00 | \$12.00 |
| 3c681 | 16 | \$2.00 | \$32.00 |
| b5280 | 25 | \$2.00 | \$50.00 |
| f25d0 | 10 | \$2.00 | \$20.00 |
| 7f2ac | 20 | \$5.00 | \$100.00 |
| 5f1fe | 15 | \$1.00 | \$15.00 |
| 9e46a | -16 | \$5.00 | -\$80.00 |
| 23125 | 9 | \$2.00 | \$18.00 |
| bb47d | 18 | \$2.00 | \$36.00 |
| d5802 | 28 | \$1.00 | \$28.00 |

| | | | |
|-------|--------------|--------|-------------------|
| 84b29 | 15 | \$2.00 | \$30.00 |
| 2c9bd | 2 | \$2.00 | \$4.00 |
| c57ab | 26 | \$1.00 | \$26.00 |
| 1781d | 27 | \$2.00 | \$54.00 |
| ed746 | 3 | \$2.00 | \$6.00 |
| f1eba | 9 | \$2.00 | \$18.00 |
| 55ab5 | 16 | \$2.00 | \$32.00 |
| 4fbbc | 21 | \$1.00 | \$21.00 |
| 74dbd | 21 | \$2.00 | \$42.00 |
| a3c3d | -1 | \$2.00 | -\$2.00 |
| 30e8c | 3 | \$1.00 | \$3.00 |
| c2259 | 32 | \$1.00 | \$32.00 |
| c84d5 | 19 | \$2.00 | \$38.00 |
| 59500 | 1 | \$2.00 | \$2.00 |
| 40ab2 | 21 | \$2.00 | \$42.00 |
| fb73a | 17 | \$2.00 | \$34.00 |
| 71766 | 17 | \$2.00 | \$34.00 |
| 34d25 | 23 | \$2.00 | \$46.00 |
| 288ec | -1 | \$1.00 | -\$1.00 |
| ba57e | 23 | \$5.00 | \$115.00 |
| a2914 | 13 | \$1.00 | \$13.00 |
| 2066c | 0 | \$0.00 | \$0.00 |
| cf799 | 21 | \$2.00 | \$42.00 |
| 8cc15 | 25 | \$2.00 | \$50.00 |
| 3c78d | 0 | \$2.00 | \$0.00 |
| 775ec | 0 | \$2.00 | \$0.00 |
| 64554 | 22 | \$2.00 | \$44.00 |
| dd33b | 10 | \$2.00 | \$20.00 |
| e739b | 13 | \$1.00 | \$13.00 |
| 205eb | 31 | \$1.00 | \$31.00 |
| 17af0 | 0 | \$5.00 | \$0.00 |
| 56dd3 | 23 | \$2.00 | \$46.00 |
| 7753b | 17 | \$2.00 | \$34.00 |
| 9cc53 | 6 | \$1.00 | \$6.00 |
| | 1,736 | | \$3,057.45 |

Schedule 1.1(f)

(the Prepaids)

NONE.

Schedule 1.1(i)

(the Telephone and Fax Numbers)

1.1.i **Telephone and Fax Numbers**

| <u>Employee</u> | <u>Position</u> | <u>Phone ID</u> | <u>Direct Phone #</u> |
|------------------|------------------------|-----------------|------------------------|
| Marcus Cox | Asst. Dir / Operations | 0336 | (815) 994-4602 |
| Steve Davis | Asst. Dir / Busi. Dev. | 0120 | (815) 994-4600 |
| Greg Gates | Executive Director | 011 | (815) 994-4603 |
| Lisa Gates | Custodian | N/A | No direct phone number |
| Chelsea Halinski | Dispatcher | 0135 | (815) 994-4602 |
| Ruby Hernandez | Dispatcher | 101 | (815) 994-4598 |
| Derek Hipple | Mechanic | 0188 | (815) 994-4604 |
| Kendra Hull | HR Manager | 0088 | (815) 994-4607 |
| Kristy Jones | Finance Manager | 041 | (815) 994-4605 |
| Cory Kanzler | Dispatcher | 112 | (815) 994-4601 |
| John Stinson | Sales/Data Analyst | 0335 | No direct phone number |

Comcast / Telephone Land Lines

| | | |
|--------------|--------------|--------------|
| 815-288-2117 | 815-994-4602 | 815-994-4609 |
| 815-288-2111 | 815-994-4603 | 815-994-4610 |
| 815-994-4598 | 815-994-4604 | 888-239-9228 |
| 815-994-4599 | 815-994-4605 | 815-288-2114 |
| 815-994-4600 | 815-994-4606 | |
| 815-994-4601 | 815-994-4607 | |

Verizon Phone Numbers for use with Tablets

| | |
|--------------|--------------|
| 779-245-0291 | 779-861-3712 |
| 779-245-0792 | 779-861-3867 |
| 779-245-0802 | 779-861-3875 |
| 779-245-1017 | 779-861-4111 |
| 779-245-1047 | 779-861-4173 |
| 779-245-1062 | 779-861-4175 |
| 779-245-1412 | 779-861-4218 |
| 779-245-1455 | 779-861-4688 |
| 779-861-1241 | 779-861-4816 |
| 779-861-1354 | 779-861-4830 |
| 779-861-1834 | 779-861-4854 |
| 779-861-2061 | 779-861-4894 |
| 779-861-2616 | 815-441-8482 |
| 779-861-2796 | 815-677-2774 |
| 779-861-2939 | 815-677-5669 |
| 779-861-3269 | 815-677-6137 |
| 779-861-3669 | 815-677-7775 |

LOTS Equipment with a lien attached

| Asset ID | Description | Location | Note |
|----------|---------------------------------------|--------------------------|------|
| 167 | Hotsy Heated Pressure Washer | Maintenance Bldg. | |
| 168 | 5 Ton Floor Jack | Maintenance Bldg. | |
| 170 | Tire Changer Machine | Maintenance Bldg. | |
| 171 | Tire Balancer | Maintenance Bldg. | |
| 172 | Portal Lift (x4) | Maintenance Bldg. | |
| | Super Micro SYS-1019P-WTR Server | Main bldg., server room | |
| | Kubota LA 805 Front Loader and Bucket | Main bldg., mechanic bay | |
| | PRD 7200 Finish Mower | Main bldg., mechanic bay | |
| | | | |
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