

21201

THE ENTREPRENEURIAL TRAINING AND DEVELOPMENT AGREEMENT PRIMERICA FINANCIAL SERVICES

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. The term of this agreement is for one (1) year. The term begins January 1, 1999 and expires January 1, 2000
2. Either party may terminate this Agreement prior to its expiration for any reason upon thirty (30) days written notice as herein provided. The College reserves the right to cancel or renegotiate this Agreement if the Incubator operations are relocated by the College.
3. By entering into this agreement, Participant has been accepted into the College's Incubator program and has filed a formal Business Plan. The Participant's Business Plan shall be incorporated into this Agreement and attached hereto as Appendix A. The Business Plan shall be completed and filed pursuant to subsections (a) and (b) below:
 - a. **Incubator Level I - *Entrepreneur*:**
A Participant having no previous Participant affiliation. A formal Participant plan may or may not have been prepared prior to admission. Absence of a Participant plan will require completion of the College's Participant training series of classes designed to assist the Participant in the process of Participant plan preparation. A schedule for completion of the Participant plan will be negotiated between Incubator staff and Participant.
 - b. **Incubation Level II - *Affiliated Participant*:**
A Participant having an existing business operating from home and seeking to relocate to the Incubator to receive business and technical assistance while moving from a part-time business status to full-time. The application must be accompanied by a business plan. However, in the absence of a completed business plan, the Participant will be required to complete the business training series. Affiliated Participants will have a six month addendum to this Agreement for business plan completion.
 - c. **Incubation Level III - *Associate Business*:**
Existing business not seeking relocation to the Incubator, but utilizing selected programs and/or services available at the Business Research Institute/Incubator. No Business Plan need be submitted for Incubation Level III.
4. Participant agrees to pursue its business in accordance with the Business Plan submitted and approved by the College. The Participant shall seek approval from the College for any material and substantial change(s) in the Business Plan. Participant

will meet at a minimum once a month with the Incubator Management and Advisory Board, to review operation of its business and determine whether the business is successful or unacceptable, as defined in Appendix B. A business deemed "unacceptable" or "unsuccessful" may be grounds for termination of Participant's participation in the program. Participant will provide such statistics and documents as are required to describe and evaluate Participant's operations.

5. **During the Term of the Agreement the College will provide the following services for Participant during residency at Incubator Building:**

Training and access to the Incubator: The monthly fee for training and access to Incubator is \$500.00, payable on the first day of each month. The Participant shall be subject to comply with all Board rules, regulations and policies at the College and the Incubator; Professional consulting and technical services in Business Planning, Marketing, Financing, Sales and Information Technology.

Participants with use of space in the Incubator will receive, at no additional charge,

- I. Heat, electricity, and air conditioning during normal business hours;**
- II. Maintenance and janitorial service of the exterior and common areas of building;**
- III. Receptionist services;**

Access to the following:

- I. College business and campus library**
- II. Shared computer**
- III. VCR and overhead**
- IV. Cafeteria and vending machine area**
- V. Parking lot**
- VI. Conference room**

Access to any of the above is subject to availability. Priority will be given to needs of the Colleges' students, staff and administration.

Photocopy and fax service will be made available to the Participant at the current fee rate as set by the College.

- 6. **Participant shall have sole responsibility for installation and payment of telephone equipment and services.**
- 7. **Employees, agents and independent contractors of Participant at all times during the term of this Agreement shall be considered the employees of Participant.**

Nothing herein shall be deemed to create an employee-employer relationship between employees, agents and /or independent contractors and the College or the Board. Participant's employees, agents and/or independent contractors are not to be considered as employees of the College or the College's Board for any benefits that accrue to or are provided by the College to its employees, including Workers' Compensation.

- 8. During the term of this Agreement, Participant will be subject to all the College's Board policies, procedures and standards.**
- 9. Adequate liability insurance shall be provided by Participant in maximum amounts of \$1,000,000.00 property and \$1,000,000.00 personal injury. Participant agrees to indemnify, keep and save harmless the Board, its agents, officials, and employees against all injuries, death, losses, damages, claims, suits, liabilities, judgments and costs, and consequences which may result from the granting of this Agreement, and Participant shall, at its own expense appear, defend, and pay all costs and expenses, including attorneys' fees arising.**
- 10. Alteration of the Incubator premises, including but not limited to painting, decorating, removal or addition of fixtures is prohibited without express written consent of the College President. Participant agrees not to make or permit to be made any use of the Incubator space which is directly forbidden by public law, ordinance, or governmental regulation. Participant agrees to comply with all federal, state and local laws, regulations and ordinances.**
- 11. Participant shall not obstruct, or use for storage or for any other purpose other than ingress or egress, the lobbies, sidewalks, passages, courts, vestibules, halls, stairways, entrances, or other common areas of the Incubator building.**
- 12. Upon expiration of this Agreement, Participant shall leave Incubator space broom clean and all areas in good order and condition, ordinary wear and tear expected. Any property left behind, regardless of kind and description, shall be conclusively presumed to have been conveyed to the College under the Agreement as a bill of sale without further payment to Participant by the College.**
- 13. The Board of Trustees is exempt from Illinois taxes by directive of the Illinois Department of Revenue, and is exempt from federal tax by reason of local government status. In view of the Board's tax exempt status, Participant agrees to pay any and all taxes originating at the local, state, and/or federal level levied against Participant and/or the Board related to Participant's operations at the College.**
- 14. Notices regarding this Agreement shall be sent first class, postage pre-paid, registered or certified mail, return receipt requested, to the following persons or to any successor**

designated by either party in writing:

For the Board of Trustees of
Community College No. 508, County
of Cook and State of Illinois:

Dr. Wayne D. Watson, Chancellor
226 West Jackson Blvd.
14th Floor
Chicago, IL 60606

For Participant:

J. E. Thonige

with additional notice to:

Dr. Lawrence M. Cox, President
Olive-Harvey College
10001 S. Woodlawn Avenue
Chicago, IL 60628

- 15. This Agreement shall be governed by the laws of the State of Illinois.
- 16. This Agreement is the final expression of the parties and any and all subsequent changes must be agreed upon by both parties in writing. This Agreement supersedes any prior expressed or implied agreements between the parties and any residual obligations thereunder.

IN WITNESS WHEREOF, the parties hereunder have executed this Agreement on the
1st day of January, 1999.

Board of Trustees of Community
College District No. 508, County
of Cook and State of Illinois

BY: *[Signature]*
Chairman APR 14 1999

Approved as to Legal Form

[Signature]
General Counsel

ATTEST: *Patricia A. Buck*
Secretary

Participant *PRIMECA FINANCIAL SERVICES*

21201

BY: J Ethendy

ATTEST: _____

21201

THE ENTREPRENEURIAL TRAINING AND DEVELOPMENT AGREEMENT

ADDENDUM

Primamerica is participating at Level I. Participant is working on the business plan.

THE ENTREPRENEURIAL TRAINING AND
DEVELOPMENT AGREEMENT
TEL-LOCK, INC.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

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College for any material and substantial change(s) in the Business Plan. Participant will meet at a minimum once a month with the Incubator Management and Advisory Board, to review operation of its business and determine whether the business is successful or unacceptable, as defined in Appendix B. A business deemed "unacceptable" or "unsuccessful" may be grounds for termination of Participant's participation in the program. Participant will provide such statistics and documents as are required to describe and evaluate Participant's operations.

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- V. Parking lot**
- VI. Conference room**

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Photocopy and fax service will be made available to the Participant at the current fee rate as set by the College.

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- 8. During the term of this Agreement, Participant will be subject to all the College's Board policies, procedures and standards.**
- 9. Adequate liability insurance shall be provided by Participant in maximum amounts of \$1,000,000.00 property and \$1,000,000.00 personal injury. Participant agrees to indemnify, keep and save harmless the Board, its agents, officials, and employees against all injuries, death, losses, damages, claims, suits, liabilities, judgments and costs, and consequences which may result from the granting of this Agreement, and Participant shall, at its own expense appear, defend, and pay all costs and expenses, including attorneys' fees arising.**
- 10. Alteration of the Incubator premises, including but not limited to painting, decorating, removal or addition of fixtures is prohibited without express written consent of the College President. Participant agrees not to make or permit to be made any use of the Incubator space which is directly forbidden by public law, ordinance, or governmental regulation. Participant agrees to comply with all federal, state and local laws, regulations and ordinances.**
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- 13. The Board of Trustees is exempt from Illinois taxes by directive of the Illinois Department of Revenue, and is exempt from federal tax by reason of local government status. In view of the Board's tax exempt status, Participant agrees to pay any and all taxes originating at the local, state, and/or federal level levied against Participant and/or the Board related to Participant's operations at the College.**

- 14. Notices regarding this Agreement shall be sent first class, postage pre-paid, registered or certified mail, return receipt requested, to the following persons or to any successor designated by either party in writing:

For the Board of Trustees of
Community College No. 508, County
of Cook and State of Illinois:

Dr. Wayne D. Watson, Chancellor
226 West Jackson Blvd.
14th Floor
Chicago, IL 60606

For Participant:

Cal. Howe
10001 S. Woodlawn
1118-E
773 568-8058

with additional notice to:

Dr. Lawrence M. Cox, President
Olive-Harvey College
10001 S. Woodlawn Avenue
Chicago, IL 60628

- 15. This Agreement shall be governed by the laws of the State of Illinois.
- 16. This Agreement is the final expression of the parties and any and all subsequent changes must be agreed upon by both parties in writing. This Agreement supersedes any prior expressed or implied agreements between the parties and any residual obligations thereunder.

IN WITNESS WHEREOF, the parties hereunder have executed this Agreement on the 1st day of January, 1999.

Board of Trustees of Community
College District No. 508, County
of Cook and State of Illinois

BY:

[Signature]
Chairman APR 14 1999

Approved as to Legal Form

[Signature]
General Counsel

ATTEST:

Patricia A Buck
Secretary

Participant - Tel. 773, du.

Participant

BY: Cal Stone President

ATTEST: _____

212014

THE ENTREPRENEURIAL TRAINING AND DEVELOPMENT AGREEMENT

ADDENDUM

Tel-Lock is participating at Level I. The Business Plan is being revised and will be completed next quarter.

21201-1

**TRAINING AGREEMENT
WITH LOMACK GROUP, INC.
BUSINESS RESEARCH INSTITUTE/INCUBATOR
OLIVE-HARVEY COLLEGE**

This Agreement is entered into this ___ day of _____, 1999, by and between the Board of Trustees of Community College Dist. No. 508, County of Cook and State of Illinois (hereinafter "Board"), on behalf of Olive-Harvey College and Lomack Group, Inc. (hereinafter "Participant").

WHEREAS, Olive-Harvey College, through its Business Research Institute/Incubator (hereinafter "Incubator"), has established a facility targeted to start-up Participants, home-based Participants and existing small Participants;

WHEREAS, the mission of the Business Research Institute/Incubator is to accelerate the successful development of entrepreneurs through an array of Participant support services;

WHEREAS, the Incubator's goal is to produce successful Participants that will leave the facility financially viable with the capacity to create jobs, revitalize neighborhoods and strengthen the local economy;

WHEREAS, as community Participants desire to avail themselves of the training and development offered by Olive-Harvey College (hereinafter College);

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. The term of this agreement is for one (1) year. The term begins January 1, 1999 and expires January 1, 2000.
2. Either party may terminate this Agreement prior to its expiration for any reason upon thirty (30) days written notice as herein provided. The College reserves the right to cancel or renegotiate this Agreement if the Incubator operations are relocated by the College.
3. By entering into this agreement, Participant has been accepted into the College's Incubator program and has filed a formal Business Plan. The Participant's Business Plan shall be incorporated into this Agreement and attached hereto as Appendix A. The Business Plan shall be completed and filed pursuant to subsections (a) and (b) below:
 - a. Incubation Level I - *Entrepreneur*:
A Participant Business having no previous Participant affiliation. A formal Business plan may or may not have been prepared prior to admission. Absence of a Business plan will require completion of the College's Participant training series of classes designed to assist the Participant in the process of Participant plan preparation. A schedule for completion of the Participant plan will be negotiated

between Incubator staff and Participant.

- b. **Incubation Level II - *Affiliate Participant*:**
A Participant Business having an existing business operating from home and seeking to relocate to the Incubator to receive business and technical assistance while moving from a part-time business status to full-time. The application must be accompanied by a business plan. However, In the absence of a completed business plan, the Participant will be required to complete the business training series. Affiliate Participants will have a six month addendum to this Agreement for business plan completion.
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 5. During the Term of the Agreement the College will provide the following services for Participant during residency at Incubator Building:
 - a. **Training and Access to the Incubator:** Terms and conditions of Incubation are attached to this Agreement and incorporated herein. The Participant shall be subject to comply with all Board rules, regulations and policies at the College and the Incubator;
 - b. **Professional Consulting and Technical Services in Business Planning, Marketing, Financing, Sales and Information Technology;**
 - c. **Participants with use of space in the Incubator will receive, at no additional charge,**
 - i. heat, electricity and air conditioning during normal business hours;
 - ii. maintenance and janitorial service of the exterior and common areas of building;
 - iii. receptionist services;

- d. Access to the following:
 - i. The College business and Campus library
 - ii. Shared computer
 - iii. VCR and overhead projector
 - iv. Cafeteria and vending machine area
 - v. Parking lot
 - vi. Conference Room
 - vii. Receiving and Dock Facilities

Access to any of the above are subject to availability. Priority will be given to needs of the college students, staff and administration.

- d. Photocopy and fax service will be available to the Participant at the current fee rate as set by the college.

- 6. Participant shall have sole responsibility for installation and payment of telephone equipment and services.
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- 10. Alteration of the Incubator premises, including but not limited to painting, decorating, removal or addition of fixtures is prohibited without express, written consent of the College President.
- 11. Participant agrees it will not make or permit to be made any use of the Incubator space

which is directly forbidden by public law, ordinance, or governmental regulation. Participant agrees to comply with all federal, state and local laws, regulations and ordinances.

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- 15. Notices regarding this Agreement shall be sent first class, postage pre-paid, registered or certified mail, return receipt requested, to the following persons or to any successor designated by either party in writing:

**For The Board of Trustees of
Community College No. 508, County
of Cook and State of Illinois:**

Dr. Wayne D. Watson, Chancellor
226 West Jackson Blvd.
14th Floor
Chicago, IL 60606

For Participant:

with additional notice to:

Dr. Lawrence Cox, President
Olive-Harvey College
10001 S. Woodlawn Ave.
Chicago, IL 60628

- 16. This Agreement shall be governed by the laws of the State of Illinois.
- 17. This Agreement is the final expression of the parties and any and all subsequent changes

must be agreed upon by both parties in writing. This Agreement supersedes any prior expressed or implied agreements between the parties and any residual obligations thereunder.

IN WITNESS WHEREOF, the parties hereunder have executed this Agreement on the 1st of January, 1999.

Board of Trustees of Community College District No. 508, County of Cook and State of Illinois

Approved as to Legal Form

BY: [Signature] APR 14 1999
Chairman

[Signature]
General Counsel

ATTEST: [Signature]
Secretary

Participant
BY: [Signature]
ATTEST: _____

21201

ADDENDUM

This Agreement between Lomack Group, Inc., And Olive Harvey College will include that the Lomack Group, Inc, will provide the following services to Olive Harvey College's Incubator:

General Office Duties

Answering telephones

Greeting clients and guest

Receiving and sorting mail

Typing documents for Incubator

Typing document for Incubator clients

Monitoring use of fax and copy machine

In exchange for these services, Olive Harvey College's Incubator will provide office space, free of charge, to the Lomack Group, Inc.

The Lomack Group, Inc, will be responsible for installing and payment of telephone equipment and services.

All other terms and conditions as stated in the Entrepreneurial Training and Development Agreement will apply.

Lomack Group, Inc., provides temporary employment services to the public. Lomack is participating at Level I.