



ORDINANCE NO. 1724-17

AN ORDINANCE AUTHORIZING THE EXECUTION OF A CERTAIN AGREEMENT WITH PAYMENTUS, PAYMENTECH, LLC AND JP MORGAN CHASE BANK

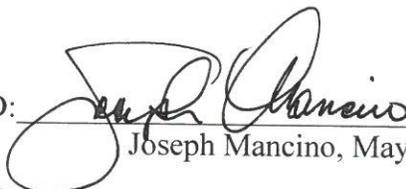
BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Hawthorn Woods, Illinois, that the Chief Operating Officer is hereby authorized to execute a certain Agreement with Paymentus, Paymentech, LLC and JP Morgan Chase Bank, in substantially the form attached hereto as Exhibit "A", and, by this reference, made a part hereof.

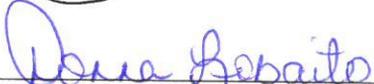
The foregoing Ordinance was adopted by a roll call vote as follows:

AYES: Pozzo, Russo, Morgan, Corrigan, DiMaggio, David

NAYS: 0

ABSENT AND NOT VOTING: 0

APPROVED: 
Joseph Mancino, Mayor

ATTEST: 
Donna Lobaito, Village Clerk

ADOPTED: February 27, 2017

APPROVED: February 27, 2017



SUBMITTER MERCHANT
PAYMENT PROCESSING INSTRUCTIONS AND GUIDELINES
(For use by Paymentus' U.S.-based clients)

Paymentech, LLC ("Paymentech" or "we", "us" or "our" and the like), for itself and on behalf of JPMorgan Chase Bank, N.A. ("Member"), is very excited about the opportunity to join Paymentus Corporation in providing you with state-of-the-art payment processing services. When your Customers pay you through Paymentus Corporation, you may be the recipient of a Card funded payment. The organizations that operate these Card systems (such as Visa U.S.A., Inc. and MasterCard International Incorporated; collectively, the "Payment Brands") require that you (i) enter into a direct contractual relationship with an entity that is a member of the Payment Brand and (ii) agree to comply with Payment Brand Rules as they pertain to applicable Card Transaction you submit through Paymentus Corporation. You are also required to fill out an Application with Paymentech. The Application provides Paymentech with information relative to your processing practices and expectations.

By executing this document, you are fulfilling the Payment Brand Rule of entering into a direct contractual relationship with a member, and you are agreeing to comply with Payment Brand Rules as they pertain to Transactions you submit for processing through the Paymentus Corporation service. We understand and acknowledge that you have contracted with Paymentus Corporation to obtain Card processing services on your behalf and that Paymentus Corporation may have agreed to be responsible for your obligations to us for such Transactions and as set forth in these guidelines.

The following information is designed to inform and assist you as we begin our relationship.

1. Your Acceptance of Cards

- You agree to comply with all Payment Brand Rules, as may be applicable to you and in effect from time. You understand that we may be required to modify these instructions and guidelines in order to comply with requirements imposed by the Payment Brands.
- In offering payment options to your customers, you may elect any one of the following options. These acceptance options above apply only to domestic transactions:
 - (1) Accept *all* types of Visa and MasterCard cards, including consumer credit and debit/check cards, and commercial credit and debit/check cards;
 - (2) Accept *only* Visa and MasterCard credit cards and commercial cards (If you select this option, you must accept all consumer credit cards (but not consumer debit/check cards) and all commercial card products, including business debit/check cards); or
 - (3) Accept *only* Visa and MasterCard consumer debit/check cards (If you select this option, you must accept all consumer debit/check card products (but not business debit/check cards) and refuse to accept any kind of credit cards).
- If you choose to limit the types of Visa and MasterCard cards you accept, you must display appropriate signage to indicate acceptance of the limited acceptance category you have selected (that is, accept only debit/check card products or only credit and commercial products).
- For recurring transactions, you must obtain a written request or similar authentication from your Customer for the goods and/or services to be charged to the Customer's Card, specifying the frequency of the recurring charge and the duration of time during which such charges may be made.

2. Settlement

- Upon our receipt of your Transactions, we will process your Transactions to facilitate the funds transfer between the various Payment Brands, you and Paymentus Corporation. Unless otherwise agreed to by the parties, after we receive credit for such Transactions, we will provide provisional credit to one or more of the Bank Account(s) you designate herein under the "Funding Schedule" section.
- You must not submit Transactions for payment until the goods are delivered, shipped, or the services are performed. If a Customer disputes being charged for merchandise or services before receiving them, the result may be a Chargeback to you.

3. **Chargebacks**

- You may receive a Chargeback for a number of reasons. The following are some of the most common reasons for Chargebacks, but in no way is this meant to be an exhaustive list of all Chargeback reasons:
 - (1) You do not issue a refund to a Customer upon the return or non-delivery of goods or services;
 - (2) An authorization/approval code was required and not obtained;
 - (3) The Transaction was fraudulent;
 - (4) The Customer disputes the Card sale or the signature on the sale documentation, or claims that the sale is subject to a set-off, defense or counterclaim; or
 - (5) The Customer refuses to make payment for a Card sale because in the Customer's good faith opinion, a claim or complaint has not been resolved, or has been resolved by you but in an unsatisfactory manner.

4. **Data Security and Privacy**

- By signing below, you represent to us that you **do not** have access to any Card Information (such as the Customer's primary account number, expiration date, security code or personal identification number) and you will not request access to such Card Information from Paymentus Corporation. In the event that you do happen to receive Card Information in connection with the processing services provided by Paymentus Corporation or Paymentech under these guidelines, you agree that you will not use it for any fraudulent purpose or in violation of any Payment Brands or applicable law and you will comply with all applicable Payment Brand Rules and Security Standards. If at any time you believe that Card Information has been compromised, you must notify us promptly and assist in providing notification to the proper parties. You must ensure your compliance with all Security Standards that are applicable to you and which may be published from time to time by the Payment Brands. If any Payment Brand requires an audit of you due to a data security compromise event or suspected event, you agree to cooperate with such audit. You may not use any Card Information other than for the sole purpose of completing the Transaction authorized by the Customer for which the information was provided to you, or as specifically allowed by Payment Brand Rules, or required by law. In the event of your failure, including bankruptcy, insolvency or other suspension of business operations, you shall not sell, transfer or disclose any materials that contain Transaction information or Card Information to third parties.

5. **Funding Schedule**

- In order to receive funds from Paymentech, you must maintain one or more bank account(s) at a bank that is a member of the Automated Clearing House ("ACH") system and the Federal Reserve wire system (the "Bank Account"). You must designate at least one Bank Account for the deposit and settlement of funds and the debit of any fees and costs associated with Paymentech's processing of the Transactions (all such designated Bank Accounts shall be collectively referred to herein as the "Settlement Account"). You authorize Paymentech to initiate electronic credit and debit entries and adjustments to your Settlement Account in accordance with this Section 5. We will not be liable for any delays in receipt of funds or errors in Settlement Account entries caused by third parties, including but not limited to delays or errors by the Payment Brands or your bank.
- Unless otherwise agreed to by the parties, the proceeds payable to the Settlement Account shall be equal to the amounts received by us in respect of your Card transactions less all Chargebacks, Customer refunds and other applicable charges. Such amounts will be paid into the Settlement Account promptly following our receipt of the funds. If the proceeds payable to the Settlement Account do not represent sufficient credits, or the Settlement Account does not have a sufficient balance to pay amounts due from you under these guidelines, we may pursue one or more of the following options: (i) demand and receive immediate payment for such amounts; (ii) debit a Bank Account for the amount of the negative balance; (iii) withhold settlement payments to the Settlement Account until all amounts are paid, (iv) delay presentation of refunds until a payment is made to us of a sufficient amount to cover the negative balance; and (v) pursue any remedies we may have at law or in equity.
- Unless and until we receive written instructions from you to the contrary, all amounts payable by Paymentech to you will be deposited in the Settlement Account designated and authorized by you as set forth below:

Name of Bank: Inland Bank

ABA No.: _____

Account No.: _____

Account Name: General Fund

Reference: _____

6. **Convenience Fee Transactions.** You and Paymentus Corporation hereby agree that

- All Convenience Fee Transactions will be submitted by Paymentus Corporation to Paymentech under that certain Submitter Agreement entered into by and between Paymentus Corporation and Paymentech; and
- All Card transactions will be submitted by Paymentus Corporation on your behalf to Paymentech under the terms of these Payment Processing Instructions and Guidelines.

7. **Definitions**

"Application" is a statement of your financial condition, a description of the characteristics of your business or organization, and related information you have previously or concurrently submitted to us, including credit and financial information.

"Card" is an account, or evidence of an account, authorized and established between a Customer and a Payment Brand, or representatives or members of a Payment Brand that you accept from Customers as payment for a good or service. Payment Instruments include, but are not limited to, credit and debit cards, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates and credit accounts.

"Chargeback" is a reversal of a Transaction you previously presented to Paymentech pursuant to Payment Brand Rules.

"Convenience Fee Transaction" is a Transaction representing a charge to a customer's Card for the convenience of using the payment channel offered by you and Paymentus Corporation.

"Customer" is the person or entity to whom a Card is issued or who is otherwise authorized to use a Payment Instrument.

"Member" is JPMorgan Chase Bank, N.A. or other entity providing sponsorship to Paymentech as required by all applicable Payment Brand. Your acceptance of Payment Brand products is extended by the Member.

"Payment Brand" is any payment method provider whose payment method is accepted by Paymentech for processing, including, but not limited to, Visa, U.S.A., Inc., MasterCard International, Inc., Discover Financial Services, LLC and other credit and debit card providers, debit network providers, gift card and other stored value and loyalty program providers. Payment Brand also includes the Payment Card Industry Security Standards Council.

"Payment Brand Rules" are the bylaws, rules, and regulations, as they exist from time to time, of the Payment Brands.

"Card Information" is information related to a Customer or the Customer's Card, that is obtained by you or Paymentus Corporation from the Customer's Card, or from the Customer in connection with his or her use of a Card (for example a security code, a PIN number, or the customer's zip code when provided as part of an address verification system). Without limiting the foregoing, such information may include a the Card account number and expiration date, the Customer's name or date of birth, PIN data, security code data (such as CVV2 and CVC2) and any data read, scanned, imprinted, or otherwise obtained from the Payment Instrument, whether printed thereon, or magnetically, electronically or otherwise stored thereon.

"Paymentech", **"we"**, **"our"**, and **"us"** is Paymentech, LLC, a Delaware limited liability company, having its principal office at 14221 Dallas Parkway, Dallas, Texas 75254.

"Security Standards" are all rules, regulations, standards or guidelines adopted or required by the Payment Brands or the Payment Card Industry Security Standards Council relating to privacy, data security and the safeguarding, disclosure and handling of Payment Instrument Information, including but not limited to the Payment Card Industry Data Security Standards ("PCI DSS"), Visa's Cardholder Information Security Program ("CISP"), Discover's Information Security & Compliance Program, American Express's Data Security Operating Policy, MasterCard's Site Data Protection Program ("SDP"), Visa's Payment Application Best Practices ("PABP"), the Payment Card Industry's Payment Application Data Security Standard ("PA DSS"), MasterCard's POS Terminal Security program and the Payment Card Industry PIN Entry Device Standard, in each case as they may be amended from time to time.

"Transaction" is a transaction conducted between a Customer and you utilizing a Card in which consideration is exchanged between the Customer and you.

[Signature page to follow]

Please acknowledge your receipt of these instructions and guidelines and your agreement to comply therewith.

Agreed and Accepted by:

Village of Hawthorn Woods, Illinois

MERCHANT LEGAL NAME (Print or Type)

2 Lagoon Dr, Hawthorn Woods, IL

Address (Print or Type)

Pamela O. Newton 60047

By (authorized signature)

Pamela O. Newton, COO

By, Name, Title (Print or Type)

7/28/17

Date

Agreed and Accepted by:

PAYMENTECH, LLC for itself and on behalf of
JPMORGAN CHASE BANK, N.A.

By: _____

Print Name: _____

Title: _____

Date: _____

Address: 4 Northeastern Boulevard, Salem, NH 03079

Agreed and Accepted by:

Paymentus Corporation

3455 Peachtree Rd NE 5th Fl, Atlanta, GA 30326

Address (Print or Type)

By (authorized signature) _____

By, Name, Title (Print or Type) _____

Date _____

Section 7: New Bank Account Information (Complete this section only if New Bank Account is required) Check only one of the 7 options below	Settlement Currency in which we will fund to you	Deposit (Country where your Bank Acct Resides)	Complete all sections listed:
Option #1 <input checked="" type="checkbox"/>	USD	USA	A Only
Option #2 <input type="checkbox"/>	CAD	CAN	B1 and B3
Option #3 <input type="checkbox"/>	USD	CAN	B2 and B3, D3, D4
Option #4 <input type="checkbox"/>	USD	Int'l _____ (list country funds are being deposited in)	C1 to C3, D1, D3, D4
Option #5 <input type="checkbox"/>	<input type="checkbox"/> Euro, <input type="checkbox"/> GBP, <input type="checkbox"/> JPY, <input type="checkbox"/> AUD, <input type="checkbox"/> HKD, <input type="checkbox"/> DKK, <input type="checkbox"/> CHF, <input type="checkbox"/> NOK, <input type="checkbox"/> SEK, <input type="checkbox"/> NZD, <input type="checkbox"/> ZAR	Euro Bank or <u>SAME</u> as presentation/settlement currency	C1 and/or C2, C3
Option #6 <input type="checkbox"/>	<input type="checkbox"/> Euro, <input type="checkbox"/> GBP, <input type="checkbox"/> JPY, <input type="checkbox"/> AUD, <input type="checkbox"/> HKD, <input type="checkbox"/> DKK, <input type="checkbox"/> CHF, <input type="checkbox"/> NOK, <input type="checkbox"/> SEK, <input type="checkbox"/> NZD, <input type="checkbox"/> ZAR, <input type="checkbox"/> USD	If <u>DIFFERENT</u> than Settlement Currency Int'l _____ (list country funds are being deposited in)	C1 and/or C2, C3, D1 and/or D2, D4
Option #7 <input type="checkbox"/>	<input type="checkbox"/> Euro, <input type="checkbox"/> GBP, <input type="checkbox"/> JPY, <input type="checkbox"/> AUD, <input type="checkbox"/> HKD, <input type="checkbox"/> DKK, <input type="checkbox"/> CHF, <input type="checkbox"/> NOK, <input type="checkbox"/> SEK, <input type="checkbox"/> NZD, <input type="checkbox"/> ZAR	CAN	B1 to B3, D1, D4

Note: If this request relates to an account not held at JPMorgan Chase Bank, National Association or Chase Bank USA, National Association, please attach an original voided check (starter check and bank statements not applicable) or a bank letter of verification in order to allow processing of this request.

Section A: U.S. Bank Account Information (Select Only One Method of Transfer)

ACH

Wire Transfer (See note below)

BIC/Swift Transfer (See note below)

Note: BIC/Swift code is required if your division is located outside of the U.S. or Canada and is settling funds in USD and will be the method of transfer as a default.
Wire transfer requires both ACH ABA Routing # and Fedwire #.

Special Wire Instructions: (60 characters)

Bank Account #: _____ Company Name: _____
(as appears on bank account)

Financial Institution Name: _____

City: _____ State: _____ Zip/Postal Code: _____ Country: United States

Checking or Savings

Section B: Canadian Bank Account Information (Transfer Method EFT Only)

B1 Institution Number: _____ EFT Branch Transit Number: _____

B2 BIC/Swift Code: (8 to 11 characters) _____ (required if settlement is USD)

B3 Bank Account # _____ Company Name: _____
(as appears on bank account)

Financial Institution Name: _____

City: _____ Province: _____ Postal Code: _____ Country: Canada

Checking or Savings



Section 14: Signature

I, Pamela O. Newton, Chief Operating Officer represent and
(Print Name) (Title)*

warrant: (a) I am duly authorized by Merchant to submit the information provided herein and execute this document on behalf of Merchant; (b) I am duly authorized to provide the banking information set forth herein for the purposes outlined, including the transfer of funds; (c) I am duly authorized to grant access to the information contained and outlined herein to all contacts listed throughout the document; and (d) all information provided herein on behalf of Merchant is true and accurate.

Signer's name must appear as *Executive Contact* or *Financial Contact* outlined herein.

Pamela O. Newton
Signature

2/28/17
Date

1 COMPANY INFORMATION Federal regulations require that we collect and retain for our records information to verify merchant identity.										
COMPANY LEGAL NAME: Village of Hawthorn Woods, Illinois						TAXPAYER ID		36-2726116		
REGISTERED TRADE NAME			same			YEAR BUSINESS STARTED		3/10/58		
PHYSICAL STREET ADDRESS: (NO PO BOX OR PAID MAIL BOX) 2 Lagoon Drive										
CITY Hawthorn Woods					STATE IL		ZIP CODE		60047	
PRIMARY CONTACT Kristin N. Kazenas						TELEPHONE #		(847) 847.3590		
TYPE OF ENTITY										
<input type="checkbox"/> Municipal Utility	<input checked="" type="checkbox"/> Municipality	<input type="checkbox"/> Public Utility	<input type="checkbox"/> Private Utility	<input type="checkbox"/> Public Corporation	<input type="checkbox"/> Private Corporation	<input type="checkbox"/> Govt. Agency	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Non Profit	<input type="checkbox"/> OTHER:
<input type="checkbox"/> LLC*	* IF LLC, TAXED AS:	<input type="checkbox"/> Disregarded Entity	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation						
STATE OF FORMATION Illinois				DATE OF FORMATION (MM/DD/YYYY)		3/10/58				
TRADING SYMBOL N/A				FISCAL YEAR END (MM/DD/YYYY)		12/31/2017				
HAS MERCHANT EVER FILED BANKRUPTCY?			IF YES, WHAT CHAPTER?		FILING DATE:		EMERGENCE DATE:			
<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO									
2 OWNERS (Ownership not required if you are a public entity, non profit, or municipality. All other entities must disclose ownership. OWNERS MUST PROVIDE SOCIAL SECURITY NUMBERS. EACH OWNER SIGNING AUTHORIZES JPMORGAN CHASE BANK N.A. AND PAYMENTECH, LLC AS PART OF THIS INVESTIGATION TO OBTAIN AND REVIEW THIRD PARTY CREDIT BUREAU REPORTS ON SUCH OWNER. OWNERSHIP DETAILS MUST BE PROVIDED FOR EACH INDIVIDUAL OR LEGAL ENTITY OWNER WITH A 10% OR GREATER OWNERSHIP INTEREST.										
NAME		N/A- Municipality			SOCIAL SECURITY OR TAX ID NUMBER		BIRTHDATE OR DATE OF INCORPORATION			
STREET ADDRESS				TELEPHONE NUMBER						
CITY			STATE		ZIP CODE					
SIGNATURE						PERCENT OWNERSHIP		%		
NAME										
		SOCIAL SECURITY OR TAX ID NUMBER			BIRTHDATE OR DATE OF INCORPORATION					
STREET ADDRESS				TELEPHONE NUMBER						
CITY			STATE		ZIP CODE					
SIGNATURE						PERCENT OWNERSHIP		%		
DO YOU HAVE ANY ADDITIONAL OWNERS (NOT LISTED ABOVE) THAT HAVE 10% OR GREATER OWNERSHIP, EITHER DIRECTLY OR INDIRECTLY?										
<input type="checkbox"/> YES OWNER ADDENDUM REQUIRED (SALES REPRESENTATIVE WILL PROVIDE)	<input type="checkbox"/> NO									
NOTE: IF AN ENTITY/PARENT COMPANY IS LISTED IN SECTION 2 ABOVE THAT HAS 10% OR GREATER OWNERSHIP OF THE APPLICANT, IDENTIFY ANY OWNERS (INDIVIDUALS AND/OR ENTITIES) OF THE ENTITY/PARENT COMPANY THAT ULTIMATELY HAVE 10% OR GREATER OWNERSHIP IN THE APPLICANT ON THE ADDITIONAL OWNER/OFFICER ADDENDUM (SALES REPRESENTATIVE WILL PROVIDE)										

3 KEY DECISION MAKER

COMPANY PRESIDENT: Pamela O. Newton, Chief Operating officer
 (RESIDENTIAL ADDRESS IS PREFERRED, BUT IF NOT AVAILABLE BUSINESS ADDRESS IS ACCEPTABLE)

STREET ADDRESS: 2 Lagoon Drive
 CITY: Hawthorn Woods STATE: IL ZIP CODE: 60047

COMPANY CFO: Kristin N. Kazenas, Chief Financial Officer
 (RESIDENTIAL ADDRESS IS PREFERRED, BUT IF NOT AVAILABLE BUSINESS ADDRESS IS ACCEPTABLE)

STREET ADDRESS: 2 Lagoon Drive
 CITY: Hawthorn Woods STATE: IL ZIP CODE: 60047

IS THERE ANYONE NOT LISTED ABOVE WHO HAS THE AUTHORITY TO MAKE FINANCIAL DECISIONS OR CONTROL COMPANY POLICY ON BEHALF OF YOUR BUSINESS?
 YES OWNER ADDENDUM REQUIRED (SALES REPRESENTATIVE WILL PROVIDE) NO

4 AUTHORIZED ADMINISTRATOR FOR ACCOUNT BOARDING AND IMPLEMENTATION

AUTHORIZED ADMINISTRATOR FOR PURPOSES OF ACCOUNT BOARDING AND IMPLEMENTATION MEANS AN OWNER, PARTNER, OFFICER, EMPLOYEE OR OTHER AGENT OF THE MERCHANT THAT HAS BEEN APPOINTED BY AN EXECUTIVE OF MERCHANT AND WHO IS DULLY AUTHORIZED TO PROVIDE INFORMATION AND EXECUTE DOCUMENTATION ON BEHALF OF AND RELATED TO MERCHANT IN ORDER TO FACILITATE THE INITIAL SET UP OF MERCHANTS'S ACCOUNT WITH CHASE PAYMENTECH. PER CHASE PAYMENTECH POLICY, AUTHORIZED ADMINISTRATORS ARE NOT PERMITTED TO MODIFY THE MERCHANT'S ACCOUNT WITH CHASE PAYMENTECH AFTER COMPLETION OF THE INITIAL SET UP OF MERCHANTS'S ACCOUNT. SUCH CHANGES MUST BE MADE, BY AN EXECUTIVE OR FINANCIAL CONTACT, AS APPLICABLE AND AS THOSE ROLES ARE DEFINED BY MERCHANT.

NAME (please print)	Kristin N. Kazenas	TITLE (please print)	Chief Financial Officer
TELEPHONE NUMBER	(847) 847-3590	EMAIL ADDRESS:	kkazenas@vhw.org
SIGNATURE	Kristin N. Kazenas	DATE:	2/9/17

5 CERTIFICATION

I, the undersigned, being an officer/principal of the Village of Hawthorn Woods represent and warrant that the statements made on this document are correct and factual. JPMorgan Chase Bank, N.A ("Member") and Paymentech, LLC ("Paymentech" or "Chase Paymentech") are authorized to conduct any necessary investigation, including without limitation, authorization for a bank to release standard banking information.

(Photocopy of signature below is valid for the release of information and will remain valid until the termination or expiration of the Merchant Agreement)

NAME (please print)	Pamela O. Newton	TITLE (please print)	COO
SIGNATURE	Pamela O. Newton	DATE	2/8/17

(IF THE SIGNER HAS NOT ALREADY PROVIDED IT ABOVE, A RESIDENTIAL ADDRESS IS PREFERRED, IF AVAILABLE (NO PO BOX OR PAID MAILBOX). IF NOT AVAILABLE BUSINESS ADDRESS IS ACCEPTABLE.)

STREET ADDRESS: 2 Lagoon Dr
 CITY: Hawthorn Woods STATE: IL ZIP CODE: 60047

PAYMENTECH INTERNAL USE ONLY

SUBMITTER NAME	Paymentus Corporation
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*Note: Each Merchant is required to submit a W9 with this application, regardless if Paymentech will be utilizing the Submitter's TIN for IRS reporting purposes.



Government Owned Addendum

(Municipal Utilities, Municipalities, Gov't Agencies)

Rev. GOV 11/2015

This Addendum supplements the Merchant Application And/or Agreement executed and submitted by Village of Hawthorn Woods, IL (Merchant Legal Name - "Merchant"). As such, this Addendum shall (i) be deemed incorporated into and a part of Merchant's Application to establish a Merchant account with Paymentech, LLC and JPMorgan Chase Bank, N.A. and (ii) in accordance with such Merchant Application and Agreement, constitute a part of the entire Agreement governing all Merchant accounts.

FUNCTION

Merchant is a Government Entity. Function of Merchant.
The Village of Hawthorn Woods is a municipal government in Lake County, Illinois. Transactions processed include sales of building permits, vehicle stickers, dog tags, business licenses, and collection of police tickets.

Authorized Purpose of Government Entity?

On March 10, 1958, the formation of the Village of Hawthorn Woods was approved by a unanimous vote of the 71 residents who formed the original residents of our community. Hawthorn Woods became Lake County's 31st municipality and quickly distinguished itself as an upscale, friendly community that placed a high value on the protection of our natural resources as we designed an estate lifestyle within the suburban region. With approximately 8,000 residents, Hawthorn Woods remains a highly desirable place to live, work, and shop in a natural setting among trees, lakes, and parks. Hawthorn Woods is recognized for its beautiful open spaces and park amenities as well as great schools, friendly business districts, and professional services. A full service Police Department, Public Works Department, Finance Department, Building Department, and Parks and Recreation Department all work together to provide excellence in service to the citizens, visitors, and business community of Hawthorn Woods.

Authorized Representative

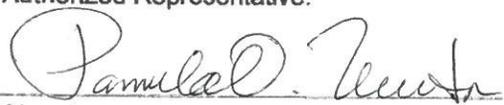
I, the undersigned, certify:

- that I am an officer or other authorized representative of the Merchant ("Authorized Representative") and
- that I am duly authorized to enter into agreements on behalf of Merchant and to legally bind Merchant to such agreements.
- that I am duly authorized to submit this Addendum and all information contained herein on behalf of the Merchant.

By submitting this Addendum, Merchant, through the undersigned Authorized Representative

- represents and warrants that the person submitting this Addendum is duly authorized to enter into agreements on behalf of Merchant and to legally bind Merchant to such agreements.
- represents and warrants that all information contained within this Addendum is true, complete and not misleading.

Authorized Representative:

x  Pamela O. Newton 2/28/17
Signature Print Name Date