

LOAN AGREEMENT

between

CITY OF BILLINGS, MONTANA

and

ROCKY MOUNTAIN COLLEGE

Dated March 31, 2011

The City of Billings, Montana has assigned and pledged its interest in this Loan Agreement to PNC Equipment Finance, LLC, a Delaware limited liability company.

TABLE OF CONTENTS
(For convenience only; not a part of this Loan Agreement)

	<u>Page</u>
PARTIES	1
RECITALS	1
ARTICLE 1 DEFINITIONS AND RULES OF INTERPRETATION	1
Section 1.01. Definitions.....	1
Section 1.02. Rules of Interpretation	4
ARTICLE 2 REPRESENTATIONS.....	4
Section 2.01. Representations by the City	4
Section 2.02. Representations by the Borrower.....	6
Section 2.03. Holder May Rely on Representations	7
ARTICLE 3 THE LOAN.....	7
Section 3.01. Amount and Source of Loan	7
Section 3.02. Repayment of Loan.....	8
Section 3.03. Additional Payments	9
Section 3.04. Borrower’s Obligations Unconditional.....	10
Section 3.05. Borrower’s Remedies.....	10
Section 3.06. Disbursement of Note Proceeds.....	10
Section 3.07. Payment of Project Costs by Borrower.....	10
ARTICLE 4 BORROWER’S COVENANTS	10
Section 4.01. Covenants for Benefit of Lender and City	10
Section 4.02. Indemnity	11
Section 4.03. Annual Statement and Audit.....	11
Section 4.04. Continuing Existence	12
Section 4.05. Status.....	12
Section 4.06. Recording; Filing of Financing Statements	12
Section 4.07. Tax Covenants and Representations	13
Section 4.08. Reports to Governmental Agencies	14
Section 4.09. Permits and Licenses.....	15
Section 4.10. Borrower’s Obligations.....	15
Section 4.11. Approval of Note Terms	15
Section 4.12. Maintenance	15
Section 4.13. Modifications	15
Section 4.14. Insurance	15
Section 4.15. Consent to Incur Indebtedness	15

ARTICLE 5 BORROWER’S OPTIONS.....	16
Section 5.01. Assignment	16
Section 5.02. Termination Upon Retirement of Note	16
ARTICLE 6 EVENTS OF DEFAULT AND REMEDIES	16
Section 6.01. Events of Default	16
Section 6.02. City’s Remedies	17
Section 6.03. Disposition of Funds	17
Section 6.04. Manner of Exercise	18
Section 6.05. Receiver	18
Section 6.06. Attorneys’ Fees and Expenses	18
Section 6.07. Effect of Waiver.....	18
Section 6.08. Waiver of Stay or Extension Laws	18
Section 6.09. Lender’s Exercise of the City’s Remedies.....	19
ARTICLE 7 GENERAL.....	19
Section 7.01. Notices	19
Section 7.02. Binding Effect.....	19
Section 7.03. Severability	19
Section 7.04. Amendments, Changes and Modifications	19
Section 7.05. Execution Counterparts.....	20
Section 7.06. Limitation on City’s Liability	20
SIGNATURES.....	21

THIS LOAN AGREEMENT (“Agreement”), dated the 31st day of March, 2011, between CITY OF BILLINGS, MONTANA, a municipal corporation organized and existing under the Constitution and laws of the State of Montana and its home rule charter (hereinafter, together with any successor, referred to as the “City”) and ROCKY MOUNTAIN COLLEGE, a Montana nonprofit corporation (hereinafter, together with any permitted successor or assign hereunder, referred to as the “Borrower”);

WITNESSETH:

WHEREAS, pursuant to Montana Code Annotated, Title 90, Chapter 5, Part 1 (as amended the same may be amended or supplemented from time to time, the “Act”), the City is authorized to enter into agreements upon terms appropriate, advantageous and not in conflict with the provisions of the Act to issue revenue bonds or notes of the City and sell such bonds or notes at public or private sale in such manner and at such times as may be determined to be most advantageous, and to loan the proceeds of its revenue bonds or notes for the purpose of defraying the cost of acquiring or improving real and personal properties required or useful for the operation of an institution of higher education, and such revenue bonds or notes may be secured by a pledge of the revenues to be derived by the City from a loan agreement, by a mortgage on the project and by such other security devices deemed advantageous; and

WHEREAS, pursuant to the Act, the City has authorized and approved the Project (as hereinafter defined) which consists of acquiring, constructing and installing energy efficiency improvements to various buildings and facilities located on the Rocky Mountain College campus, located at 1511 Poly Drive in Billings, Montana; and

WHEREAS, the City has determined that its Higher Education Revenue Note (Rocky Mountain College Energy Performance Project), Series 2011, in the maximum aggregate principal amount of \$2,610,868 (the “Note”), should be issued, sold and delivered to PNC Equipment Finance, LLC a Delaware limited liability company (the “Lender”), to provide funds for a loan to be made to the Borrower to be used, with other available funds of the Borrower, to pay a portion of the Costs of the Project (as hereinafter defined); and

WHEREAS, simultaneously with the execution and delivery of this Agreement, the City will execute and deliver an Assignment of Agreement (the “Assignment”), dated the date hereof, pursuant to which the City will assign and grant a security interest to the Lender in the City’s entire interest in the Agreement (except as provided therein).

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto DO HEREBY AGREE as follows:

ARTICLE 1
Definitions and Rules of Interpretation

Section 1.01. Definitions. In this Agreement the following terms have the following respective meanings unless the context hereof clearly requires otherwise:

Acquisition and Construction Costs: all direct capital costs authorized by the Act and the Code paid to acquire, install and construct the Project, as set forth on Schedule 1 hereto.

Act: Montana Code Annotated, Title 90, Chapter 5, Part 1, and all amendments thereto.

Agreement shall have the meaning set forth in the preamble hereof.

Assignment shall have the meaning set forth in the preamble hereof.

Bond Counsel: an attorney or firm of attorneys experienced in matters relating to tax-exempt finance, designated by the City and acceptable to the Borrower and the Lender.

Borrower: Rocky Mountain College, a Montana nonprofit corporation, and any successor and assign which may assume its obligations in accordance with the provisions of this Agreement.

Borrower's Tax Certificate: the certificate of the Borrower dated as of the date hereof pursuant to which the Borrower makes certain tax representations to the City.

Business Day: any day other than a Saturday or Sunday or other day on which commercial banks in the city in which the principal office of the Lender is located are not open for business.

City shall have the meaning set forth in the preamble hereof.

Code: the Internal Revenue Code of 1986, as amended.

Commitment Letter: the commitment letter of the Lender to the Borrower, dated February 1, 2011, pursuant to which the Lender agrees to purchase the Note on certain terms and conditions.

Costs of the Project: the total of all Acquisition and Construction Costs and Loan and Carrying Charges.

Council: means the City Council of the City.

Date of Taxability: that time, as specified in the determination, ruling or decision referred to under the definition of "Determination of Taxability" herein, that the interest payable on the Note becomes includible in the gross income of a Holder of the Note for federal income tax purposes.

Determination of Taxability: the issuance of a statutory notice of deficiency by the Internal Revenue Service, a ruling of the national office of the Internal Revenue Service or a final decision of a court of competent jurisdiction which holds in effect that the interest payable on the Note is includible in the gross income of the Holder for federal income tax purposes, if the period, if any, for contest or appeal of such action, ruling or decision by the Borrower or the Holder has expired without any such contest or appeal having been properly instituted by the Borrower or the Holder.

Energy Performance Contract: the performance contract with Johnson Controls, Inc. to complete the Project and guaranteeing the Borrower energy savings of at least \$4,165,490 over a 16-year period, or an average of \$260,343 per year.

Escrow Agent: U.S. Bank National Association, or any successor Escrow Agent appointed, qualified and acting as such under the Escrow Agreement.

Escrow Agreement: the Escrow Agreement, of even date herewith, between the Lender, the Borrower, the City and the Escrow Agent.

Event of Default: any of the events referred to as such in Section 6.01 hereof.

Final Maturity Date: November 25, 2027.

Holder: the Person in whose name the Note is registered in the Note Register.

Lender shall have the meaning set forth in the preamble hereof.

Loan: the loan by the City to the Borrower of the proceeds of the Note in the amount of \$2,610,868.

Loan and Carrying Charges: all commitment and loan fees payable to the Lender, brokerage fees, interest charges, premiums, service fees, late fees, accounting charges, attorneys' fees and disbursements (including attorneys for the City, the Lender and the Borrower, and the fees and disbursements of Bond Counsel), escrow and disbursing fees, inspection fees, recording fees, real estate taxes, special assessments, insurance premiums and utility charges incurred by the Borrower in the acquisition and installation of the Project until its completion and in the issuance of the Note.

Loan Repayments: the payments required to be made by the Borrower pursuant to Section 3.02 hereof.

Note shall have the meaning set forth in the preamble hereof.

Note Register: the register maintained by the City pursuant to the Note Resolution.

Note Resolution: the resolution of the governing body of the City adopted March 28, 2011, pursuant to which the Note is to be issued.

Payment Date: a date on which payment of principal or interest or both is due under the Note.

Person: any individual, corporation, partnership, limited liability company, limited liability partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision thereof;

Principal Balance: as of the date of determination, the aggregate original principal amount of the Note less the aggregate amount of installments thereon theretofore paid that are attributable to payment of principal.

Project: the acquisition, construction and installation of energy efficiency improvements to various buildings and facilities located on the Rocky Mountain College campus pursuant to the Energy Performance Contract and as set forth in Schedule 1 hereto.

Project Site: the land in the City of Billings on which the campus of the Borrower is located and on which the Project is to be undertaken.

Rebate Certificate: the rebate certificate to be executed by the Borrower in connection with the issuance and delivery of the Note in which the Borrower covenants to observe, on behalf of the City, the requirements of Section 148(f) of the Code, as such may be amended from time to time in accordance with its terms and as permitted in Section 4.07(L) hereof.

Term: the duration of this Agreement (except as otherwise provided specifically herein for particular provisions hereof), which shall be from the date hereof until the Final Maturity Date or, if a default is then continuing hereunder, until such default has been remedied, unless this Agreement is sooner terminated in accordance with its terms.

Section 1.02. Rules of Interpretation.

(1) This Agreement shall be interpreted in accordance with and governed by the laws of the State of Montana without giving effect to the conflicts-of-law principles thereof.

(2) The words “herein,” “hereof” and “hereunder” and the words of similar import, without reference to any particular section or subdivision, refer to this Agreement as a whole rather than to any particular section or subdivision hereof.

(3) References in this instrument to any particular article, section or subdivision hereof are to be designated article, section or subdivision of this instrument as originally executed.

(4) Unless the context hereof clearly requires otherwise, the singular shall include the plural and vice versa and the masculine shall include the feminine and vice versa.

(5) Unless the context hereof clearly requires otherwise, “or” is not intended to be exclusive, but is intended to permit one or more or all of the alternatives conjoined.

(6) To the extent that provisions in this Agreement are inconsistent with provisions of the Note, the provisions of the Note shall be deemed controlling.

ARTICLE 2 Representations

Section 2.01. Representations by the City. The City makes the following representations:

(1) The City is a municipal corporation existing under the Constitution and laws of the State of Montana and its home rule charter and is authorized to issue the Note in accordance with the Act.

(2) In authorizing the financing of the of all or a portion of the Costs of the Project and the issuance and sale of the Note to the Lender, the City's purpose is, and in its judgment the effect thereof will be, to promote the general welfare of the City and its residents by encouraging and fostering the location of institutions of higher education and their continued viability within the City by making the Project more financially feasible because of tax-exempt financing, to encourage energy efficiencies at such institutions, to aid in economic development and to further the purposes and policies of the Act.

(3) The financing of the Project, the issuance and sale of the Note, the execution and delivery of this Agreement, the Escrow Agreement and the Assignment and the performance of all covenants and agreements of the City contained in this Agreement, the Escrow Agreement and the Assignment and of all other acts and things required under the Constitution and laws of the State of Montana and the home rule charter of the City to make this Agreement, the Escrow Agreement, the Assignment and the Note valid and binding special, limited obligations of the City in accordance with their terms are authorized by the Act and have been duly authorized by the Note Resolution of the governing body of the City adopted at a meeting thereof duly called and held on March 28, 2011 by the affirmative vote of not less than a majority of its members. The governing body of the City conducted a public hearing on March 28, 2011, which was duly called, noticed and held and at which all interested persons were afforded the opportunity to be heard, and the governing body of the City by resolution determined the Project and the issuance of the Note to be in the public interest.

(4) There is not pending or, to the best knowledge of the undersigned officers of the City, threatened any suit, action or proceeding against or affecting the City before or by any court, arbitrator, administrative agency or other governmental authority which materially and adversely affects the validity, as to the City, of any of the transactions contemplated by this Agreement or pursuant to the Escrow Agreement, the Assignment or the Note or the ability of the City to perform its obligations hereunder or thereunder.

(5) To finance all or a portion of the Projects Costs, as presently estimated, the City has duly authorized its Note in the principal amount of \$2,610,868, to be issued upon the terms and provisions set forth in the Note Resolution, and the Note in the hands of the Holder thereof is and will be a valid special, limited obligation of the City according to the provisions thereof and of the Note Resolution.

(6) The issuance of the Note and the execution and delivery of this Agreement, the Escrow Agreement and the Assignment and the other agreements contemplated hereby and thereby to which the City is a party, will not conflict with, or constitute on the part of the City a breach of, or a default under, any existing law, provision of the home rule charter of the City or any other legislative act, constitution or other proceeding establishing or relating to the establishment of the City or its affairs or its resolutions, or any other agreement, indenture, mortgage, lease or instrument to which the City is a party or by which it is bound.

(7) This Agreement, the Escrow Agreement, the Assignment and the Note have been duly authorized, executed and delivered by the City.

Section 2.02. Representations by the Borrower. The Borrower makes the following representations:

(1) The Borrower is a nonprofit corporation duly incorporated, validly existing and in good standing under the laws of the State of Montana, with full right, authority and legal capacity to execute and deliver, and to consummate the transactions contemplated in, this Agreement and the Escrow Agreement. This Agreement and the Escrow Agreement have been duly and validly authorized, executed and delivered by the Borrower and are valid and binding obligations of the Borrower enforceable in accordance with their terms.

(2) The Borrower is an organization described in Section 501(c)(3) of the Code and exempt from taxation under Section 501(a) of the Code and is not a private foundation as defined in Section 509(a) of the Code. The Borrower has received a determination letter from the Internal Revenue Service acknowledging the foregoing status and the facts and circumstances represented to the Internal Revenue Service as the basis for such letter continues substantially to exist and the letter or determination has not been modified, amended or revoked. The Borrower will not carry on at the Project Site any trade or business which is an unrelated trade or business determined by applying Section 513(c) of the Code to such an extent as to jeopardize the status of the Borrower as an organization described in Section 501(c)(3) of the Code and exempt from taxation under Section 501(a) thereof or to adversely affect the exclusion of interest on the Note from federal income taxation. The trade or business to be carried on by the Borrower at the Project Site is not and will not be an unrelated trade or business of the Borrower determined by applying Section 513(c) of the Code.

(3) The execution and delivery of this Agreement and the Escrow Agreement and the consummation of the transactions contemplated hereby and thereby, and the fulfillment of the terms and conditions hereof and thereof do not and will not conflict with or result in a breach of any of the terms or conditions of any deed of trust, mortgage, indenture, loan agreement, agreement or instrument to which the Borrower is now a party or to which any property of the Borrower is subject, and is not and will not constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of the Borrower contrary to the terms of any instrument or agreement to which the Borrower is a party or by which it is bound, or violate any provision of the articles of incorporation or bylaws of the Borrower, as amended to the date hereof.

(4) The issuance and sale of the Note and the execution of this Agreement, the Escrow Agreement and the Assignment by the City have been a substantial inducement to the Borrower to undertake the Project within the boundaries of the City, and the Project furthers the Borrower's purposes of providing higher education facilities as economically as possible.

(5) The proceeds of the Note available therefor, together with any other funds to be contributed to the Project by the Borrower in accordance with this Agreement and the Escrow Agreement, are sufficient to pay the Costs of the Project. The proceeds of the sale of the Note will be used only for the payment of Costs of the Project.

(6) The Borrower does not rely on any warranty of the City, either express or implied, that the Project will be suitable to the needs of the Borrower and recognizes that under the Act the City is not authorized to expend any funds thereon, other than the revenues received by it therefrom or the proceeds of the Note.

(7) To the best information and belief of the Borrower, no public officer of the City who is authorized to take part in any manner in making this Agreement or any contract contemplated hereby has a personal interest in or has personally and financially benefited or will so benefit from the Project or this Agreement, the Escrow Agreement or any such contract.

(8) There is not pending or, to the best knowledge of the Borrower, threatened any suit, action or proceeding against or affecting the Borrower before or by any court, arbitrator, administrative agency or other governmental authority which materially and adversely affects the validity, as to the Borrower, of any of the transactions contemplated under this Agreement and the Escrow Agreement or the ability of the Borrower to perform its obligations hereunder or thereunder or as contemplated hereby or thereby.

(9) The properties of the Borrower, as proposed to be improved by the Project and proposed to be operated by the Borrower meet, on the date hereof, all material requirements of law, including requirements of any federal, state, county, city or other governmental authority having jurisdiction over the Borrower, the Project or its use and operation. The Borrower has obtained all necessary approvals and licenses, permits and franchises from federal, state, county, municipal or other governmental authority having jurisdiction over the Project to acquire and install the Project and to enter into, execute and perform its obligations under this Agreement.

(10) The Borrower will cause the Project to be constructed and installed with due diligence in accordance with the provisions of this Agreement and the Escrow Agreement.

(11) The Borrower has good fee simple title to the Project Site.

(12) The design and plan of the Project comprise real and personal properties suitable for use as a higher education facility as contemplated by the Act.

Section 2.03. Holder May Rely on Representations. The City and the Borrower agree that the representations contained in this Article 2 are for the use and benefit of the Holder, and the Holder shall be entitled to rely thereon.

ARTICLE 3 The Loan

Section 3.01. Amount and Source of Loan. The City agrees to lend to the Borrower, upon the terms and conditions specified in the Note, the Note Resolution and this Agreement the proceeds received by it from the issuance and sale of the Note to the Lender. The Loan shall be deemed to include any discount or commission paid to or retained by the Lender from the proceeds of the Note. The form and terms of the Note as attached hereto as Exhibit A are approved by the Borrower and the City.

Section 3.02. Repayment of Loan. The Borrower agrees to pay in immediately available funds as Loan Repayments on each Payment Date (or on the next Business Day if a Payment Date is not a Business Day) an amount equal to the interest and principal payable on the Note on said Payment Date, as set forth in the Note. In any event, the Loan Repayments shall at all times be sufficient to pay all principal of and interest on the Note as such principal and interest become due, upon a Determination of Taxability, at maturity, upon prepayment, acceleration or otherwise. Specifically and without limitation, in the event the unpaid Principal Balance of the Note is declared due and payable by the Holder as provided in the Note, the unpaid Principal Balance of the Loan together with accrued interest thereon and any other indebtedness due here under or under the Note, shall become due and payable as of such date. The obligation of the Borrower to repay the Loan hereunder shall commence as of the date of the Note.

In the event that the interest on the Note becomes includable in gross income for purposes of federal income taxation pursuant to a Determination of Taxability, the rate of interest then payable under the Note shall automatically be increased retroactively effective from and after the Date of Taxability, to an annual rate equal to the Taxable Rate specified in the Note (the "Taxable Rate"). The Borrower shall, upon demand by the Holder to the City and the Borrower, immediately pay to the Holder and to each prior Holder since the Date of Taxability, on behalf of the City, an amount equal to the amount, if any, by which the interest accrued retroactively, at the Taxable Rate from the Date of Taxability to the date of payment, exceeds the amount of interest paid to the Holder and any such prior Holder at the Tax-Exempt Rate specified in the Note (the "Tax-Exempt Rate") during said period, and all penalties and interest payable by such Holders as a result of such change in taxable status. Thereafter, interest on the Loan and the Note shall accrue at the Taxable Rate and shall be payable to the Holder for the account of the City on the Payment Dates specified in the Note. The obligations of the Borrower under this paragraph shall survive payment of Loan Repayments sufficient to pay the Note in full and the discharge of the other obligations of the Borrower hereunder.

The City and through it the Holder shall permit the Borrower to contest, litigate or appeal any notice, ruling or decision that would with the lapse of time constitute a Determination of Taxability, at the Borrower's sole expense; provided that any such contest, litigation or appeal is, in the reasonable opinion of the Holder, being undertaken and carried forward in good faith, diligently and with reasonable dispatch. The expenses of any contest or appeal of such a notice, ruling or decision shall be paid by the party initiating the contest and neither the Borrower nor the Holder shall be required to contest or appeal any such notice, ruling or decision. In the event that any such contest, litigation or appeal is undertaken, interest on the Loan at the Taxable Rate from the Date of Taxability (assuming the occurrence of a Determination of Taxability) shall, nevertheless, be payable by the Borrower and the amount that represents the difference between the Taxable Rate and the Tax-Exempt Rate shall be held by the Holder in escrow pending final disposition of such contest, litigation or appeal. In the event the contest is resolved in favor of the Borrower, and no Determination of Taxability occurs, the funds held in such escrow account shall be returned to the Borrower together with interest, if any, accrued thereon. If the contest is resolved against the Borrower and a Determination of Taxability occurs, the amount on deposit in the escrow account shall be applied to the additional payments then due under the Note and this Section 3.02, with any excess returned to the Borrower; provided that in any event the Borrower shall indemnify the Holder and each prior Holder from and against any and all

penalties, interest or other liabilities which they may incur on account of any such contest, litigation or appeal.

All Loan Repayments shall be applied first to interest due on the outstanding Principal Balance of the Loan and thereafter in reduction of said Principal Balance. Interest shall be calculated on the basis of a 360-day year composed of twelve 30-day months.

Each payment by the Borrower under this Section 3.02 shall be made directly to the Holder at its principal office for the account of the City or such other place or places as the Holder may designate for the account of the City. In the event the Borrower should fail to make any of the payments required in this Section 3.02, the item so in default shall continue as an obligation of the Borrower until the amount in default shall have been fully paid, and such defaulted amount shall bear interest to the extent permitted by law at the rate then borne by the Note, from the due date of the delinquent Loan Repayment until payment of such delinquent amount.

The Note is subject to prepayment, in whole, at the option of the Borrower, on any Payment Date, upon at least 30 days prior written notice to the Holder (or such shorter period of time as may be agreed upon by Holder), at a prepayment price equal to the principal amount to be prepaid plus accrued and unpaid interest thereon to the date of prepayment. Any partial prepayment shall be applied in inverse order of principal installments payable thereunder, and no partial prepayment shall postpone, defer or otherwise reduce the amount of the quarterly installments due thereunder.

Section 3.03. Additional Payments. The Borrower agrees to pay the following amounts to the following Persons:

(1) to the Lender, when due, all reasonable expenses of the Lender incurred in enforcing or exercising its rights under this Agreement, the Escrow Agreement and the Assignment and all other reasonable expenses of the Lender required to be paid by the Borrower under this Agreement, the Escrow Agreement and the Assignment; and

(2) to the City, all reasonable expenses incurred by the City in relation to the Project and the issuance and sale of the Note which are not otherwise required to be paid by the Borrower under the terms of this Agreement, the Escrow Agreement and the Assignment including all permit and license fees required under regulations or codes of the City and the all reasonable costs of the City incurred in enforcing or exercising its rights under this Agreement, the Escrow Agreement and the Assignment; and

(3) to the City and the Lender, all fees of the City and the Lender and all out-of-pocket expenses incurred by the City and the Lender in connection with the issuance of the Note, this Agreement, the Escrow Agreement and the Assignment, as well as all reasonable costs related to the repayment of the Note and any costs of outside or special counsel.

In the event the Borrower should fail to make any of the payments required by this Section 3.03, the item in default shall continue as an obligation of the Borrower until the amount in default shall have been fully paid, and the Borrower will pay the same with interest thereon at the Taxable Rate specified in the Note, as determined as of the date of the default, until paid, or

at such higher rate as the Borrower may consent to in writing; provided that, with the exception of the fees of the Lender, interest shall not accrue on such obligation until written notice has been given to the Borrower that such payment is due.

Section 3.04. Borrower's Obligations Unconditional. All payments required of the Borrower hereunder shall be paid without notice or demand and without setoff, counterclaim, abatement, deduction or defense. The Borrower will not suspend or discontinue any Loan Repayments, and will perform and observe all of its other agreements in this Agreement and the Escrow Agreement and, except as expressly permitted in this Agreement or the Escrow Agreement, will not terminate this Agreement or the Escrow Agreement for any cause, including but not limited to any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Project or the Project Site, eviction by paramount title, commercial frustration of purpose, bankruptcy or insolvency of the City or the Lender, the occurrence of a Determination of Taxability, change in the tax or other laws or administrative rulings or actions of the United States of America or of the State of Montana or any political subdivision thereof, or failure of the City to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Agreement, the Escrow Agreement or the Assignment.

Section 3.05. Borrower's Remedies. Nothing contained in this Article 3 shall be construed to release the City from the performance of any of its agreements in this Agreement, and if the City should fail to perform any such agreement, the Borrower may, subject to the limitations of the Act and Section 7.06 hereof, institute such action against the City as the Borrower may deem necessary to compel performance, so long as such action shall not violate the Borrower's agreements in Section 3.04 hereof.

Section 3.06. Disbursement of Note Proceeds. The proceeds from the sale of the Note to be applied to the Costs of the Project will be advanced and disbursed pursuant to the terms of the Escrow Agreement.

Section 3.07. Payment of Project Costs by Borrower. The Borrower agrees that it will provide promptly any and all sums of money required to pay all Costs of the Project, to the extent not paid from proceeds of the Note. It is expressly understood and agreed that the Borrower will cause the Project to be acquired and installed whether or not the proceeds of the Note are sufficient to pay all Costs of the Project.

ARTICLE 4 Borrower's Covenants

Section 4.01. Covenants for Benefit of Lender and City. Each of the terms and provisions of this Agreement and the Escrow Agreement is a covenant for the use and benefit of the Lender and the City so long as any Principal Balance of the Note shall remain outstanding; but upon payment in full of the Note and of all fees and charges of the Lender and the City in accordance with this Agreement and the Escrow Agreement, all references in this Agreement and the Escrow Agreement to the Note and the Lender shall be ineffective, and the Lender shall thereafter have no rights hereunder, save and except those that shall have theretofore vested or as otherwise provided in Sections 3.02, 3.03, 4.02 and 4.06 hereof.

Section 4.02. Indemnity. The Borrower agrees to indemnify and hold harmless the City and the Lender, and each of their officers, employees and agents, against any and all losses, claims, damages or liability to which the City, the Lender and their officers, employees and agents may become subject under any law in connection with the transactions contemplated by this Agreement, the Escrow Agreement, the Assignment or the Note and to reimburse the City, the Lender and their officers, employees and agents for any out-of-pocket legal and other expenses (including reasonable attorneys' fees) incurred by the City, the Lender and their officers, employees and agents in connection with defending any actions relating thereto, including, but without limitation and by way of example only, the following:

(A) any injury to or death of a person or damage to property in or upon the Project or the Project Site or growing out of or connected with the use, non-use, condition or occupancy of the Project or the Project Site or any part thereof;

(B) violation of any agreement or condition by the Borrower of this Agreement and the Escrow Agreement;

(C) violation of any contract, agreement or restriction by the Borrower relating to the Project or the Project Site;

(D) violation of any law, ordinance or regulation affecting the Project or the Project Site or a part thereof or the ownership, occupancy or use thereof;

(E) any statement or information relating to the expenditure of the proceeds of the Note contained in the Borrower's Tax Certificate or similar document furnished by the Borrower to the City which, at the time made, is misleading, untrue or incorrect in any material respect; and

(F) violation of any state or federal securities laws in the issuance and sale of the Note.

The City agrees, at the request and expense of the Borrower, to cooperate in the making of any investigation in defense of any such claim, and upon request of the Borrower promptly to assert any or all of the rights and privileges and defenses identified in writing by the Borrower which may be available to the City.

The provisions of this Section 4.02 shall survive the payment of the Note and the discharge of the other obligations of the Borrower hereunder.

Section 4.03. Annual Statement and Audit. The Borrower will keep proper books of record and account in which full, true and correct entries shall be made of all dealings or transactions of or in relation to the business and affairs of the Borrower, in accordance with generally accepted accounting principles consistently applied, and will furnish to the Lender, within 180 days after the last day of each fiscal year, complete financial statements, which shall be audited, prepared by an independent certified public accountant, reasonably acceptable to the Lender, covering the operations of the Borrower for such fiscal year and containing a balance sheet and income statement as at the end of such fiscal year, showing in each case in comparative form the figures for the preceding fiscal year.

Section 4.04. Continuing Existence. Throughout the Term of this Agreement, the Borrower will maintain its existence as a nonprofit corporation organized under the laws of the State of Montana and shall not consolidate or merge with another Person, dissolve or otherwise dispose of all or substantially all of its assets; provided that the Borrower may merge or consolidate with another Person or may sell or otherwise transfer to another Person all or substantially all of its assets as an entirety and thereafter dissolve if:

(A) the surviving, resulting or transferee Person, as the case may be, shall be organized under the laws of the United States or one of the states thereof, shall be an organization described in Section 501(c)(3) of the Code and exempt from federal income taxation under Section 501(a) of the Code (or any successor sections of a subsequent federal income tax statute or code), shall have total unrestricted net assets at least equal to that of the Borrower as of the date of such consolidation, merger or transfer and shall be duly qualified to do business in the State of Montana;

(B) at least 30 days before any merger, consolidation or transfer of assets becomes effective, the Borrower shall give the Lender written notice of the proposed transaction;

(C) prior to any merger, consolidation or transfer of assets, an opinion of Bond Counsel shall be delivered to the Lender stating that such merger, consolidation or transfer of assets will not cause interest on the Note to become includible in the gross income of the Holder for federal income tax purposes;

(D) prior to any merger, consolidation or transfer of assets, the surviving, resulting or transferee Person, as the case may be, if other than the Borrower, shall deliver to the Lender an instrument assuming all of the obligations of the Borrower under this Agreement and the Escrow Agreement;

(E) immediately after giving effect to such merger, consolidation or transfer of assets, no Event of Default shall have occurred and be continuing; and

(F) prior to any merger, consolidation or transfer of assets, an opinion of counsel shall be delivered to the Lender stating that all requirements of this Section 4.03 have been met.

Section 4.05. Status. The Borrower covenants that none of its revenues, income or profits, whether realized or unrealized, will be distributed to any of its members, or inure to the benefit of any private person, association or corporation, other than for the lawful corporate purposes of the Borrower; provided that the Borrower may pay to any Person the value of any service or product performed for or supplied to the Borrower by such Person and provided that the provisions of this Section 4.05 shall not apply to any endowment funds released in accordance with the terms of such endowment.

Section 4.06. Recording; Filing of Financing Statements. The Borrower agrees that it will, at its sole expense and upon the written instruction of Lender, file or cause to be filed any financing statements and continuation statements deemed necessary by counsel to Lender to

perfect and protect the security interest of the Lender in this Agreement and the payments to be made hereunder.

Section 4.07. Tax Covenants and Representations. In order to ensure that the interest on the Note shall at all times be excludible from gross income for federal income tax purposes, the Borrower specifically represents, warrants and covenants with the City, the Lender and all Holders from time to time of the Note:

(A) It will fulfill all conditions specified in Sections 103 and 141 through 150 of the Code and applicable Treasury Regulations as are necessary to maintain the tax-exempt status of the interest borne by the Note.

(B) The Project and the Project Site will be owned by organizations described in Section 501(c)(3) of the Code.

(C) Less than five percent (5%) of the net proceeds of the Note will be used either (i) by an organization described in Section 501(c)(3) of the Code in an activity that constitutes an unrelated trade or business, or (ii) in a trade or business by a Person other than an organization described in Section 501(c)(3) of the Code or a governmental unit (within the meaning of Section 141 of the Code), or (iii) to pay “issuance costs” of the Note within the meaning of Section 147(g) of the Code.

(D) Not more than 2% of the proceeds of the Note will be applied to the payment of “issuance costs” of the Note within the meaning of Section 147(g) of the Code. All such costs in excess of this amount will be paid by the Borrower from its own funds.

(E) The Borrower has not leased, sold, assigned, granted or conveyed and will not lease, sell, assign, grant or convey all or any portion of the Project or the Project Site or any interest therein to the United States or any agency or instrumentality thereof within the meaning of Section 149(b) of the Code.

(F) No portion of the Project or the Project Site or the proceeds of the Note will be used to provide any of the following facilities related or incidental thereto: any airplane, skybox or other private luxury box, facility used primarily for gambling, or store the principal business of which is the sale of alcoholic beverages for consumption off premises.

(G) There are no outstanding obligations of a political subdivision other than the \$10,200,000 Higher Education Revenue Note (Rocky Mountain College Project), Series 2004, City of Billings, Montana.

(H) As of the date hereof, the Borrower is the only “principal user” of the Project Site and the Borrower will not permit any Person to become a “principal user” of the Project or the Project Site if such action would cause the interest on the Note to become includable in gross income for federal income tax purposes in the hands of the Holder thereof.

(I) The average maturity of the Note (9.962 years) does not exceed 120% of the average reasonably expected economic life of the Project (16 years), determined, as of the date of issuance of the Note, in accordance with Section 147(b) of the Code.

(J) No obligations have been or will be issued under Section 141, 142, 143, 144 or 145 of the Code that are being sold at substantially the same time as the Note, pursuant to the same plan of marketing and that are payable in whole or in part by the Borrower or otherwise have any common or pooled security for the payment of debt service thereon with the Note.

(K) The Borrower shall provide the City all information required to satisfy the informational requirements set forth in Section 149(e) of the Code, including the information necessary to complete IRS Form 8038.

(L) The Borrower will not use the proceeds of the Note in such a manner as to cause the Note to be an “arbitrage bond” within the meaning of Section 148 of the Code and applicable Treasury Regulations. To this end, the Borrower shall make the determinations and take the actions required by and otherwise comply with the Rebate Certificate, on behalf of, and as agent for, the City, and shall rebate to the United States, the amounts at the times, all in the manner and as required by Section 148(f)(6) of the Code and the regulations promulgated thereunder, as provided in the Rebate Certificate. The provisions of this subparagraph (L) shall survive the retirement and payment of the Note and the discharge of the other obligations of the Borrower under this Agreement.

(M) The aggregate authorized face amount of the Note, when increased by the outstanding tax-exempt “qualified 501(c)(3) bonds,” other than “qualified hospital bonds,” of which the Borrower, or any organization with which the Borrower is under common management or control, is a test-period beneficiary (determined in accordance with Section 145(b) of the Code) does not and will not exceed \$150,000,000.

(N) The Project does not include any property to be sold or any property to be affixed to or consumed in the production of property for sale.

(O) The Borrower will comply with and fulfill all other requirements and conditions of the Code and Treasury Regulations and rulings issued pursuant thereto relating to the operation and use of the Project and the use of proceeds of the Note to the end that interest on the Note shall at all times be excludible from gross income for federal income tax purposes.

The foregoing covenants shall remain in full force and effect notwithstanding the payment or discharge of the Note.

Section 4.08. Reports to Governmental Agencies. The Borrower will furnish to agencies of the State of Montana, such periodic reports or statements as they may reasonably require throughout the Term of this Agreement. The Borrower agrees to furnish such information and pay such fees as may be necessary to continue in effect, in its own name or the name of the City or in behalf of the Lender, the registration of the Note with the State of

Montana and regulatory authorities of such other states as the Note has been or is being registered by the Lender thereof.

Section 4.09. Permits and Licenses. The Borrower will do all things necessary to obtain and renew or cause to be obtained and renewed from time to time, as necessary, all permits, licenses and other governmental approvals necessary for operation of the Project.

Section 4.10. Borrower's Obligations. The Borrower will keep, perform and observe each of its obligations, agreements and duties under the Escrow Agreement and the Commitment Letter.

Section 4.11. Approval of Note Terms. The Borrower has approved the terms and conditions of the Note.

Section 4.12. Maintenance. During the Term of this Agreement, the Borrower will keep the Project in good repair and operating condition and in as safe condition as its operations will reasonably permit, making all repairs thereto and renewals and replacements thereof which may be necessary for this purpose, in the reasonable judgment of the Borrower, so that the Project will remain suitable for use as a facility of the character described in and contemplated by this Agreement, or such other uses as are not inconsistent with the Act or the Code. The Borrower shall provide equipment, furnishings, supplies and other personal property required or necessary for the proper operation, repair and maintenance of the Project.

Section 4.13. Modifications. The Borrower may from time to time make any additions, modifications, substitutions, deletions, or improvements to the Project that it may deem desirable for its purposes; provided, however, that no addition, modification, substitution, deletion or improvement shall be made in such a manner or to such an extent as to affect adversely the exemption from federal income taxation of the interest on the Note.

Section 4.14. Insurance. The Borrower shall procure and maintain, or cause to be procured or maintained, continuously in effect during the Term, policies of insurance with respect to the Project and the Project Site insuring against such risks and in such amounts as are customary for a prudent owner of properties comparable to those comprising the Project and the Project Site, but in no event less than the Principal Balance of the Note. Such insurance shall include, but not be limited to, insurance against liability for injury to persons or property arising from the operation thereof and shall name the Lender and the City as additional insureds.

Section 4.15. Consent to Incur Indebtedness. First Interstate Bank of Billings Montana, as the creditor to the Borrower under the \$10,200,000 Higher Education Revenue Note (Rocky Mountain College Project), Series 2004, has consented to the Borrower incurring the indebtedness described herein.

Section 4.16. Notice of Default. The Borrower will give to the Holder and the City prompt notice of any condition or event that constitutes a default under this Agreement.

ARTICLE 5
Borrower's Options

Section 5.01. Assignment. Subject to and except as provided in Section 4.04, the Borrower shall not lease, sell, assign, transfer, convey or otherwise alienate any of its right, title and interest in the Project or the Project Site, nor shall it assign any of its obligations under this Agreement to another Person without the prior written approval of the Holder, and then only provided that: (a) such lease, sale, assignment or conveyance shall not subject the interest payable on the Note to federal income taxation or cause the Note to be deemed an "arbitrage bond" within the meaning of Section 148 of the Code and the Treasury Regulations promulgated thereunder, (b) any purchaser and assignee shall assume in writing all of the obligations of the Borrower under this Agreement and the Escrow Agreement by instrument in form and substance satisfactory to the Holder, and (c) an Opinion of Counsel shall be submitted to the Holder to the effect that any purchaser and assignee has succeeded to and assumed all the Borrower's right, title and interest in the Project or the Project Site and the obligations under this Agreement and the Escrow Agreement, and this Agreement and the Escrow Agreement are valid and legally binding obligations of the purchaser and assignee, enforceable in accordance with their terms, except to the extent limited by state and federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application affecting the enforcement of creditors' rights.

Section 5.02. Termination Upon Retirement of Note. At any time when no Principal Balance on the Note remains outstanding, and arrangements satisfactory to the Lender and the City have been made for the discharge of all other accrued liabilities under this Agreement, this Agreement shall terminate, except as otherwise provided in Sections 3.02, 3.03, 4.02 and 4.06 hereof.

ARTICLE 6
Events of Default and Remedies

Section 6.01. Events of Default. Any one or more of the following events is an Event of Default under this Agreement:

- (1) if the Borrower shall fail to make any Loan Repayment required under Section 3.02 on or before 15 days after the date that the payment is due;
- (2) if the Borrower shall fail to observe and perform in any material respect any other covenant, condition or agreement on its part under this Agreement (except those under Section 4.07 hereof resulting in a Determination of Taxability) for a period of 30 days after written notice, specifying such default and requesting that it be remedied, is given to the Borrower by the City or the Lender;
- (3) if the Borrower shall file a petition in bankruptcy or for reorganization or for an arrangement pursuant to any present or future federal bankruptcy act or under any similar federal or state law, or shall be adjudicated as a bankrupt or insolvent, or shall make an assignment for the benefit of its creditors or shall admit in writing its inability to pay its debts generally as they become due, or file a petition or answer proposing the adjudication of the Borrower as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar

federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within 30 days after the filing thereof, or a receiver, trustee or liquidator of the Borrower or of all or substantially all of the assets of the Borrower or of the Project shall be appointed in any proceeding brought against the Borrower and shall not be discharged within 30 days after such appointment or if the Borrower shall consent to or acquiesce in such appointment, or if the estate or interest of the Borrower in the Project, the Project Site or any part thereof shall be levied upon or attached in any proceeding and such process shall not be vacated or discharged within 30 days after such levy or attachment, or the Borrower shall be dissolved or liquidated (except as provided in Section 4.04), or if the Project shall have been abandoned by the Borrower for a period of 30 consecutive days;

(4) if an event of default has occurred under the Note or the Escrow Agreement; or

(5) if any representation or warranty made by the Borrower herein, or in any document or certificate furnished the City or the Lender in connection herewith or therewith or pursuant hereto or thereto, shall prove at any time to be in any material respect incorrect or misleading as of the date made.

Section 6.02. City's Remedies. Whenever any Event of Default referred to in Section 6.01 shall have happened and be subsisting, any one or more of the following remedial steps may be taken by the City, but only with the prior written consent of the Lender (provided, however, that the City shall not be obligated to take any such action and that the consent of the Lender shall not be necessary for the Municipality to exercise remedies to enforce its rights arising under Sections 3.03(2), 3.03(3), 4.02 or 6.06 hereof), or by the Lender as assignee hereof:

(1) The City may, at its option, declare all Loan Repayments payable under Section 3.02 for the remainder of the Term (being an amount equal to that necessary to pay in full the Note, assuming acceleration of the Note, and to pay all other amounts due thereunder) to be immediately due and payable, whereupon the same shall become immediately due and payable by the Borrower and interest shall accrue thereon to the date of payment.

(2) The City, with or without declaring all such Loan Repayments immediately due and payable, may take whatever action at law or in equity may appear necessary or appropriate to collect the Loan Repayments then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Borrower under this Agreement.

Section 6.03. Disposition of Funds. Any amounts collected pursuant to action taken under Section 6.02 shall be applied as follows:

(a) First, to the payment of all costs and proper expenses (including reasonable attorneys' fees as permitted by law), liabilities incurred or advances made hereunder by the City or the Lender;

(b) Second, to the payment to the Lender, on behalf of the City, of the amount then owing or unpaid under this Agreement for principal or interest due on the Loan and, in case any such proceeds shall be insufficient to pay the whole amount so due, then first to the payment of interest and then to the payment of principal; and

(c) Third, to the payment of any excess to the Borrower, or to whomsoever may be lawfully entitled to receive the same.

Section 6.04. Manner of Exercise. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City, as opposed to the Lender under Section 6.09 hereof, to exercise any remedy reserved to it in this Article 6 (except those relating to rights of the City arising under Sections 3.03(2), 3.03(3), 4.02 and 6.06 hereof), it shall be necessary to obtain the prior written consent of the Lender and to give such notice as may be herein expressly required. Any and all amounts received by the City or the Lender resulting from the exercise of any remedy hereunder shall after payment of attorneys' fees and all other costs and expenses incurred as a result of such exercise shall be applied as provided in Section 6.03 hereof.

Section 6.05. Receiver. Upon the occurrence of an Event of Default and commencement of judicial proceedings by the Lender to enforce any right under this Agreement, the Lender shall be entitled, as a matter of right as against the Borrower, without notice or demand and without regard to the adequacy of the security for the Note or the solvency of the Borrower, to the appointment of a receiver of the Project and the Project Site, and of the rents, issues, profits, revenues and other income thereof, but, notwithstanding the appointment of any receiver, the Lender shall be entitled to retain possession and control of, and to collect and receive the income from, cash, securities and other personal property held by, or required to be deposited with or pledged to, the Lender.

Section 6.06. Attorneys' Fees and Expenses. In the event the Borrower should default under any of the provisions of this Agreement and the City or the Lender should employ attorneys or incur other expenses for the collection of Loan Repayments or the enforcement of performance of any obligation or agreement on the part of the Borrower, the Borrower will on demand and receipt of an accounting therefor pay to the City and the Lender the reasonable fees of such attorneys and such other expenses so incurred.

Section 6.07. Effect of Waiver. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 6.08. Waiver of Stay or Extension Laws. The Borrower covenants (to the extent that it may lawfully do so) that it will not at any time insist upon, or plead, or in any manner whatsoever claim to take the benefit or advantage of, any stay or extension law hereafter in force, which may affect the covenants or the performance of this Agreement, the Assignment or the Escrow Agreement; and the Borrower (to the extent that it may lawfully do so) hereby expressly waives all benefit or advantage of any such law, and covenants that it will not hinder, delay or impede the execution of any power herein granted to the City or the Lender, but will suffer and permit the execution of every such power as though no such law had been enacted.

Section 6.09. Lender's Exercise of the City's Remedies. Whenever any Event of Default shall have happened and be subsisting the Lender may, but shall not be obligated to, exercise any or all of the rights of the City under this Agreement, upon notice, if any, as required of the City unless the City has already given the required notice.

ARTICLE 7
General

Section 7.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by certified or registered mail, postage prepaid, or by a nationally recognized overnight delivery service such as Federal Express that provides written confirmation of delivery, with proper address as indicated below. The City, the Borrower and the Lender may, by written notice given by each to the others, designate any other address or addresses to which notices, certificates or other communications to them shall be sent when required as contemplated by this Agreement. Until otherwise provided by the respective parties, all notices, certificates and communications to each of them shall be addressed as follows:

To the City: City of Billings, Montana
 210 North 27th Street
 Billings, Montana 59103
 Attn: Financial Services Manager

To the Lender: PNC Equipment Finance, LLC
 155 East Broad Street, B4-B230-05-7
 Columbus, Ohio 43215
 Attn: Sandra Thomas

To the Borrower: Rocky Mountain College
 1511 Poly Drive
 Billings, Montana 59102
 Attn: Chief Financial Officer

Section 7.02. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the City and the Borrower and their respective successors and assigns.

Section 7.03. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 7.04. Amendments, Changes and Modifications. Except as otherwise provided in this Agreement, subsequent to the initial issuance of the Note and before the Agreement is satisfied and discharged in accordance with its terms, and the Note fully paid, this Agreement may not be effectively amended, changed, modified, altered, or terminated without the written consent of the Holder.

Section 7.05. Execution Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 7.06. Limitation on City's Liability. No agreement or provision contained in this Agreement, the Escrow Agreement, the Assignment or the Note nor any other agreement, covenant or undertaking by the City contained in any document executed by the City in connection with the Project shall give rise to any pecuniary liability of the City or a charge against its general credit or taxing powers, or shall obligate the City financially in any way except with respect to the Project and the application of Loan Repayments. No failure of the City to comply with any term, condition, covenant or agreement herein shall subject the City to liability for any claim for damages, costs or other financial or pecuniary charge except to the extent that the same can be paid or recovered from the Project or Loan Repayments; and no execution of any claim, demand, cause of action or judgment shall be levied upon or collected from the general credit, general funds or taxing powers of the City. Nothing herein shall preclude a proper party in interest from seeking and obtaining specific performance against the City for any failure to comply with any term, condition, covenant or agreement herein; provided that no costs, expenses or other monetary relief shall be recoverable from the City except as may be payable from the Project or its revenues.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed in its name and on its behalf and its official seal to be hereunto affixed and attested by its duly authorized officers, and the Borrower has caused this Agreement to be executed in its name and on its behalf, all as of the date first above written.

CITY OF BILLINGS, MONTANA

By _____
Mayor

By _____
Financial Services Manager

Attest: _____
City Clerk

(SEAL)

(Signature Page to Loan Agreement)

ROCKY MOUNTAIN COLLEGE

Name: Michael Mace
Title: President

Name: Carol Jensen
Title: Chief Financial Officer

(Signature Page to Loan Agreement)

SCHEDULE 1

SCOPE OF WORK

Facility Improvement Measures (FIM's) are located within 15 College buildings. FIMs are listed below and the work to be provided by JCI is identified under each type of FIM as listed above. Where the FIM is generally the same with perhaps exception to quantity or capacity, the description and scope of work of the FIM is generalized with specific mention as to which buildings, their systems and components are improved, along with appropriate quantity. Where FIMs are unique in relationship to scope of work, they are specifically described under each FIM, sub categorized by each building which they occur.

All work provided by JCI and their subs shall be complete and in good working order with attributes, performance and/or operational strategy which shall bear the economic benefit of the FIM. All FIMs installed shall meet state, federal and local code guidelines and standards. Each FIM shall be accompanied with start-up, test, and checkout and commissioning. Customer shall receive training on each FIM and its strategies. As- Built documents along with operational and maintenance manuals shall be provided to the owner for all FIMs.

Building	Year Built	Area (sq.ft.)
Prescott Hall	1916	8,100
Eaton Hall	1909	10,100
Technology Hall	1922	35,200
Tyler Hall	1930	11,200
Alden Hall	1937	11,300
Losekamp Hall	1917	15,500
Ed Resource Center	1958	24,862
Bair Family Student Center	1961	33,024
Bair Science Center	1981	25,000
Widenhouse Residence Hall	1961	23,012
Anderson Residence Hall	1970	21,750
Jorgenson Apartments	1964	34,100
Rimview Residence Hall	2003	44,160
Rocky Hall	1966	8,100
Fortin Education Center	1969	94,000

FIM#1: Lighting Retrofit

Location: Campus Wide

The lighting at Rocky Mountain College is predominately T-12 fluorescent and incandescent fixtures. The newly renovated buildings, Morledge-Kimball, Prescott, and Rimview are of T-8 fluorescent fixtures. Morledge-Kimball is the only building equipped with occupancy sensors and latest technology T-8 and T-5 fluorescent fixtures.

JCI will provide and install new high efficiency T-8 lamps with electronic ballasts to replace the existing T-12 lamps with magnetic ballasts. JCI will also replace the existing first generation T-8 fixtures with the latest generation high efficiency long-life T-8 lamps with electronic ballasts. The proposed lamp and ballast configuration will provide superior energy efficiency, better color rendering index (CRI), and longer operating life when compared to conventional lamps. The higher CRI and color temperature of the new lamps will provide a more natural appearing light that will be perceived to be brighter due to the scotopic and photopic receptors in the human eye. In addition, incandescent lamps will be replaced with new compact fluorescent lamps and non-LED exit signs will be replaced with new LED fixtures.

The proposed retrofit for lighting control is to maintain individual user control through a switch with the addition of an occupancy sensor to turn the lights off when the room has been vacant for a pre-determined period of time. The occupancy sensors will incorporate either passive infrared, ultrasonic technology or both and will be installed to provide the best coverage of occupants in order to eliminate false unoccupied readings.

JCI recommends providing and installing occupancy sensors to control lighting operation and reduce the hours of operation during unoccupied periods. The scope of work will include the retrofit or installation of the following:

SCOPE OF WORK

- The proposed retrofit will replace the existing T-8 fluorescent lamps and instant-start electronic ballasts and T-12 lamps and magnetic ballasts with new T-8 fluorescent lamps and low ballast-factor electronic ballasts of newer technology.
- Most existing high-intensity discharge light fixtures, such as high-pressure sodium, mercury vapor and metal halide, will be retrofitted with new pulse-start metal halide lamps and ballasts
- Metal halide fixtures in the gymnasium will be replaced with new high-output T-8 fluorescent fixtures with electronic ballasts.
- Most of the incandescent lamps across campus will be replaced with new compact fluorescent lamps.
- In certain areas, including many of the residence hall rooms, new compact fixtures will replace the existing incandescent fixtures.
- Existing incandescent and fluorescent "EXIT" fixtures will be replaced with new LED fixtures with battery back-up.



The costs included in this measure include the following; basic engineering, design, installation labor, lighting material, project management, and environmental cost associated with disposal excluding asbestos.

BENEFITS:

- Reduction in electrical usage
- Meet or exceed lighting levels
- Increase occupant comfort from reduced flickering and increased Color Rendering Index

Schedule 1



FIM#3: Temperature Limiting Thermostats

Location: Widenhouse Hall:

EXISTING CONDITION:

The existing system is hydronic baseboard controlled with a heating only control limiting thermostat. Areas impacted include:

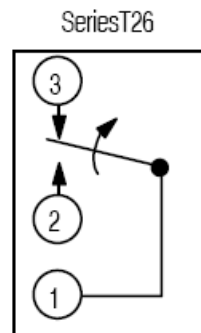
SOLUTION:

- There are 46 total rooms with line voltage thermostats controlling perimeter hot water heating valves
- Replace 46 existing thermostats to temperature limiting thermostats Johnson Controls T26A-14C with maximum setting of 75°F or lower

<u>Building</u>	<u>Quantity</u>
Widenhouse Hall	48

BENEFITS:

- Limit temperature settings to allow less energy consumption



Action on Increase of Temperature

128cd.eps

FIM#4: Light Sensing Thermostats and Vending Mizers

LOCATION: Rimview Hall (light sensing thermostats) and campus wide (vending mizers)

Rimview laundry and lounge areas are intermittently occupied. Temperatures are kept at constant 71°F 24 hours/day, 7 days/week. JCI recommends controlling the existing HVAC system in Rimview laundry and lounge areas with light sensing thermostats. Working in conjunction with the occupancy sensors, the thermostats will put the areas into temperature setback mode when the areas are not occupied.

Vending machines on campus operate 24 hours a day with low utilization factor. JCI recommends installing vending machine optimizer (Vending Miser™) on all vending machines. The Vending Miser™ and Plug Miser optimizes the vending machine energy consumption and has a potential to reduce energy consumption of vending machines by approximately 47% (statistically proven for typical office and classroom buildings). The major soda machine vendors such as Coca Cola and PepsiCo approved the Vendor Miser™ technology due to the fact that the products will reduce the energy usage of these plug loads by automatically turning them off when they are not needed, while at the same time not compromising the vending equipment availability and reliability. The Vending Miser™ senses occupancy around the vending machines and turns the machine off when no one is around. It also allows the compressor to finish its cycle before going into the conservation mode. This technology has been proven to keep the drinks cold – meeting the soda company specifications. The cycling of the compressor on/off will be based on room temperature and occupancy.

EXISTING CONDITION:

Temperature in the laundry and lounge areas at Rimview Hall is kept constant 71°F. The areas are rarely occupied early morning and at night. Vending machines on campus operate year round with intermittent demand.

SOLUTION:

- Replace existing three (3) thermostats in laundry and lounge areas with low voltage light sensing thermostats
- Install LIGHTSTAT TME-BEP model or equal
- Program and commission the thermostat to the following parameters
 - heating occupied setpoint 70F, unoccupied setpoint 60F
 - Cooling occupied setpoint 72F, unoccupied setpoint 85F
- Light sensing thermostat senses light level and reset the room temperatures when lights are turned OFF (use in conjunction with lighting control occupancy sensor)
- Provide and Install new Vendmiser units controlling the prepackaged beverage dispenser and Snack Machine.

BENEFITS:

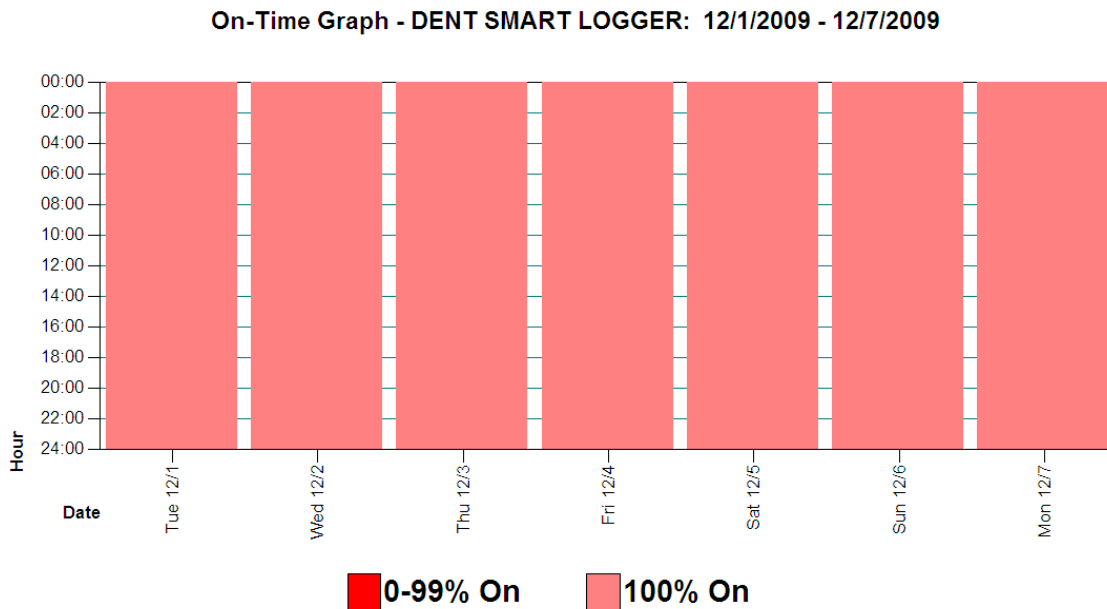
- Light level changes during the unoccupied period (occupancy sensor turns lights off) to allow less energy consumption during the unoccupied periods.

FIM#5: Fortin Center Control Sequence Optimization and Controls Upgrade

LOCATION: Fortin Center

EXISTING CONDITION:

The Fortin Center HVAC system is controlled (or lack of) by a pneumatic control system original to the building. The system is obsolete and currently most of the HV (Heating and Ventilation) units and AHU (Air Handling units) are operating 24 hours/day, 7 days/week with no setback schedule. Figure below represents observed operating schedule of one of these units



Motor logger on Fortin Center HV#3 supply fan shows that the unit operates 24 hrs/day and 7 days/week

Fortin Center uses a pneumatic Johnson Controls system. All air handlers are independently controlled through time clock and thermostats. The system is original to the building. The heating and ventilation units are ON 24 hours/day, 7 days/week. HVAC-related maintenance system failures have been prevalent and normally not detected until too late. HV (heating and ventilating) unit failures can lead to frozen pipe problems if not quickly identified. The Fortin Center hosts many prominent athletic events, HVAC failures can cause delay and/or loss of revenue to college.

SOLUTION:

Schedule 1

JCI will interface the existing pneumatic controls in the Fortin Center with DDC system. JCI will provide all labor, materials, equipment, and service necessary for a complete and operating Building Automation System (BAS), utilizing Direct Digital Controls to control all new and existing HVAC equipment, including boilers, boiler management and communication systems, chillers and all air moving devices. JCI will provide and install Direct Digital controllers and control panels, sensors, transmitters, and associated drawings diagrammatic.

The BAS will be capable of total integration of the building infrastructure systems with user access to all system data either locally over a secure Intranet within the building or by remote access by a standard Web Browser over the Internet. This will include HVAC control, energy management, alarm monitoring, and all trending, reporting and maintenance management functions related to normal building operations. Additional coordination time, setpoint testing, and equipment functional testing and materials will also be provided.

- System will interface with existing pneumatic actuators
- System will be remotely accessible by Facilities staff
- JCI will perform inspection of existing control valves
- System will also be interfaced with the new chiller and chilled water system and boilers and hot water system
- Test and balance of air side system
- Test and balance of water side system in boiler room

BENEFITS:

- Reduced electric and natural gas consumption
- Help facilities personnel efficiently identify and resolve mechanical problems
- Increased occupant comfort

FIM#6: High Efficiency Motors

LOCATION: Jorgenson, Fortin Center, Widenhouse, and Anderson Hall

EXISTING CONDITION:

Large motors are older motors or standard efficiency motors. These motors operate long hours and some 24 hours/day. Depending on horsepower, high efficiency motors operate from 1% to 10% more efficiently than standard motors. The savings are larger on smaller motors because the efficiency improvement is greater, and on motors that operate for long periods.

SOLUTION:

- JCI will provide and Install new premium efficiency electric motors on the following equipment
- Dispose of original motor

Building	Location	HP	QTY.
Jorgenson	Basement Hot water pump	2	2
Fortin Center	AHU #2	20	1
Fortin Center	Roof Supply Air Fans H&V 1, 2, 3, 4, 5, 6	5	6
Fortin Center	Roof Supply Air Fans H&V 7	7.5	1
Fortin Center	Roof Supply Air Fans H&V 8, 9	3	2
Widenhouse	Basement Heating hot water pump	1.5	2
Anderson Hall	Penthouse Make up air unit supply fan motor	1 HP (approximate, nameplate not available)	1

BENEFITS:

- Reduced electric energy consumption

FIM #10: Steam and Hot Water Pipe Insulation

EXISTING CONDITION:

Steam and hot water pipes are exposed, some are painted over. Some of the pipes were measured at over 190F surface temperature and can poses danger when in contact with building occupants. OSHA requires all exposed steam and hot-water pipes within 7 feet of the floor or working platform or within 15 inches measured horizontally from stairways, ramps, or fixed ladders shall be covered with an insulating material, or guarded in such manner as to prevent contact.

SCOPE OF WORK:

Johnson Controls will provide and install pipe sleeve fiberglass insulation on exposed steam and hot water heating pipes in the occupied area and mechanical rooms of following buildings:

Building	Approximate Length (sq.ft.)
• Losekamp	1,900
• Technology Hall	1,450
• Eaton Hall	528
• Tyler Hall	575
• Fortin Center	90
• Anderson Hall	36
• Widenhouse Hall	252
• Alden	50

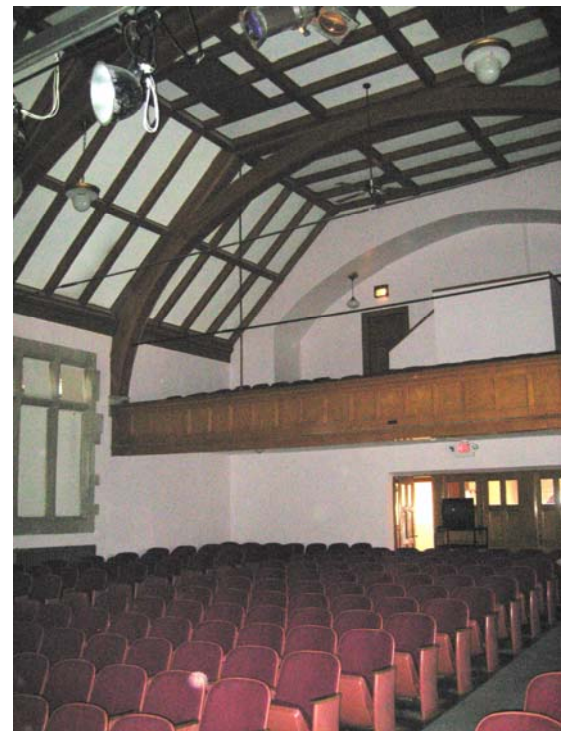
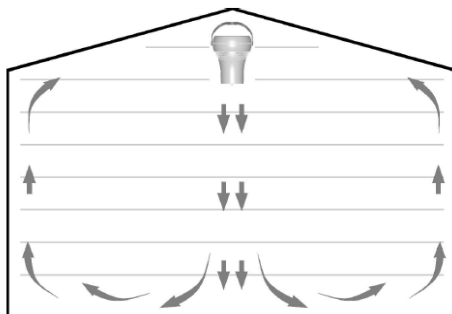
BENEFITS:

- Reduction in heat loss from piping
- Reduce overheating in Boiler room
- Reduce risk of injury (burns from exposed hot piping)

FIM #11: Destratification Fan

LOCATION: Losekamp, and Fortin Center

Many areas on campus (particularly the gymnasium) have very high ceilings. Warm air stratifies at the top increasing the heat transfer rate (heat loss) to the outside. The current ventilation systems serving most of these areas provide some circulation, but the addition of Thermal Equalizers would greatly reduce stratification. The addition of these fans will reduce the heat transfer rate through the roof by equalizing the temperature difference between the air at the floor and the air at the ceiling.



EXISTING CONDITION:

The ceiling over the Losekamp auditorium is vaulted and Fortin Center gym has limited insulation. Warm air stratifies at the top increasing the heat transfer rate (heat loss) to the outside. There are currently blade type destratification fans in Losekamp but they currently do not prevent stratification properly.

SCOPE OF WORK:

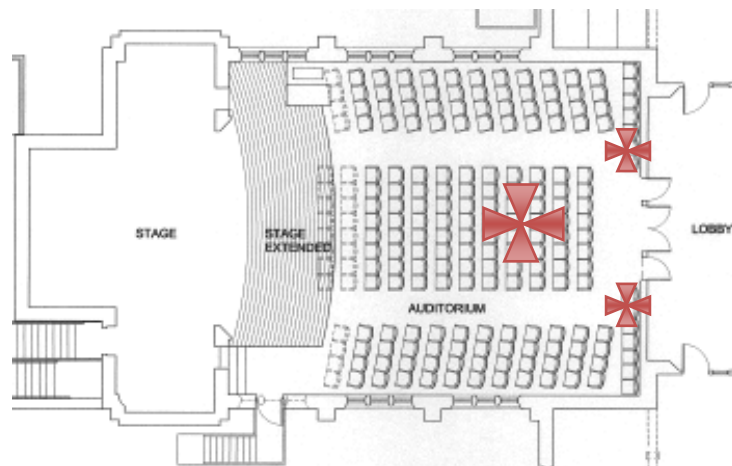
Fortin Center

Schedule 1

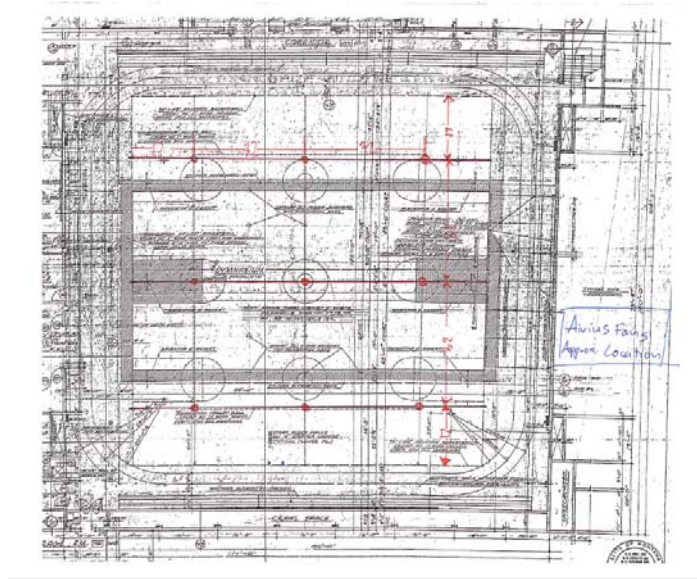
- Gymnasium (basketball court) approximately 9,500 sq.ft. with 30 ft from floor to fan discharge
- Install nine (9) Arius Model 25 Thermal Equalizer in the gymnasium area
- The intent is for these units to typically run 24/7 through heating season plus assist with ventilation during summer months
- Install one (1) remote switch (with lock-box) for control of all units

Losekamp

- Auditorium approximately 7,600 sq.ft. (area from edge of balcony to stage) with approximately 25 ft ceiling
- Install one (1) Big Ass Fan ISIS model IS10 fan with black or dark brown blades (exact color determined by RMC) in the middle of the auditorium ceiling
- The intent is for these units to typically run 24/7 through heating season plus assist with ventilation during summer months
- Install one (1) remote control panel (supplied with the unit) and lock box
- Relocate the existing fans to install side-by-side toward the balcony



Losekamp Approximate Fan Locations



Fortin Center Destratification Fan Approximate Locations

BENEFITS:

- Reduce the heat transfer rate through the roof by equalizing the temperature difference between the air at the floor and the air at the ceiling.

FIM #12: High Efficiency Natural Gas DHW Boiler Anderson Hall

LOCATION: Anderson Residence Hall

EXISTING CONDITION:

Anderson Hall domestic hot water heater, located in the penthouse, is original to the building over 40 years old. Despite outstanding maintenance effort by the college throughout the years, the boiler has well exceeded its useful life and can impose reliability problems. JCI will replace the existing domestic hot water boiler with new high efficiency condensing domestic hot water boiler.

Scope of Work:

- Remove and dispose the existing domestic hot water boiler in Anderson Hall penthouse
- Provide and install new condensing hot water boiler
- Use existing CW & HW piping, drain, and, Reuse existing shut off valves is possible. Replace if needed
- Insulate piping that was stripped for installation of new heater
- Provide new venting system. Reuse existing routing of existing water heater
- All asbestos abatement will be taken care of by Rocky Mountain College and is not part of the Johnson Controls scope of work

Building	Existing DHW Boiler	Proposed DHW Boiler	Qty
Anderson Hall	Bryan CL-180 natural draft boiler 625MBH input 500 MBH output	Lochinvar AWN 600 MBH input or approved equal	1

BENEFITS:

- Eliminates older equipment that requires increased maintenance and repair
- Increase system efficiency

FIM #13-15: High Efficiency Hot Water Heating Boiler

LOCATION: Anderson, Rocky Hall, and Jorgenson

EXISTING CONDITION:

Hot water boilers are original to the building. Majority of the college’s hot water heating boilers are in original to the building. Many buildings have single boilers which are over 40 years old with no backup. This poses a risk to the building should these single boilers fail. JCI recommends replacing the existing boilers with new condensing boilers. Condensing boilers are more efficient and have smaller footprint.

SOLUTION:

Building	Existing Water Heater		Proposed Boiler(s) (or equivalent specifications)	
	Type	Qty	Type	Qty
Anderson	Bryant CL-180-ST (1969) 1,800,000 Btu/hr input; 1,440,000Btu/hr output	1	PK MACH C750 1 each PK MACH C900 1 each	2
Jorgenson	Bryant L-40 (1963) 2,700,000 Btu/hr input 2,160,000 Btu/hr output	1	PK MACH C1500 1 each PK Mach C750 1 each	2
Rocky Hall	Hart & Crouse G-945 945,000 Btu/hr input; 756,000 Btu/hr output	1	PK MACH C900 1 each	1

- Replace all connected zone pumps
- Add expansion tank and air scoop if necessary
- Provide and install insulation of exposed new hot water pipes
- Water balance mechanical room system
- Anderson and Jorgenson buildings, install new piping, boiler staging, and additional pumps as needed to convert from one-boiler to two-boiler system

- Install manufactures boiler reset controller
- All asbestos abatement will be taken care of by Rocky Mountain College and is not part of the Johnson Controls scope of work.

BENEFITS:

- Removal of older, inefficient and out dated equipment
- Reduction in repairs
- Increase energy efficiency

FIM #19: Fortin Center Mechanical Room Upgrade

LOCATION: Fortin Center

EXISTING CONDITION:

The Fortin center boiler has a side-arm system used for domestic hot water generation. The boilers are over 40 years old and in poor condition. JCI will be replacing the boilers with a set of high efficiency boilers and installing a separate heat exchanger next to one of the new boilers and use hot water from the boiler for domestic hot water heating application.



SCOPE OF WORK:

Schedule 1

- Replace existing Bryan (2) 5,400,000 Btu/hr input, 4,320,000 Btu/hr (1968) output hot water boiler with high efficiency boilers and replace existing Carrier Chiller with high efficiency air cooled chiller
 - Demolition of existing boilers, associated piping and chiller.
 - Installation of DDC control system.
 - System to interface with existing pneumatic actuators.
 - System to be remote accessible by Facilities staff.
 - Inspection of existing control valves and replacement as required.
 - Installation of new chiller system with remote evaporator and associated piping, pumps and air separator.
 - Installation of four high efficiency, condensing boilers along with their associated piping, pumps and air separator.
 - Installation of new heat exchanger for domestic hot water storage tank.
 - Test and balance of air side system.
 - Test and balance of water side system.
 - Ensure that the hot water system operate as intended
 - Ensure that the control system operates as intended
 - Remove existing boilers, chiller, and associated piping, ductworks, and debris

BENEFITS:

- Natural gas, electricity, and water savings

NOTE: All asbestos abatement will be handled by Rocky Mountain College and is not part of the Johnson Controls scope of work

FIM #19: Liquid Pool Cover

LOCATION: Fortin Center Pool

EXISTING CONDITION:

The pool currently has a manual pool cover, but it is in bad shape and not used. When a pool is not in use and not covered, water is evaporating into the air and heat is lost. As a result, energy is lost, the pool has very high humidity levels and building materials and equipment are deteriorating.

SCOPE OF WORK:

- Install a liquid type pool cover Heatsavr HS115 Automatic Metering System or equivalent
- Install an Automatic Metering System with time clock to automatically add the liquid pool cover daily
- Provide and install applicable supporting equipment as required by the Heatsavr system i.e. pump

BENEFITS:

- Reduction in heat loss from pool water
- Reduction in pool water evaporation (pool chemical savings)
- Reduce equipment and building materials deterioration

FIM #20: Pool Temperature Reset

LOCATION: Fortin Center Pool

EXISTING CONDITION:

The pool temperature currently maintained at 89°F. The college maintains pool temperature at 89°F year round. Federation Internationale de la Natation (International Swimming Pool Federation) requires swimming pool temperatures between 77-82°F.

SCOPE OF WORK:

- Reduce pool temperature to 84°F

BENEFITS:

- Reduction in heat loss from pool water

FIM #21: Building Envelope Infiltration Reduction

Air leakage is defined as the "uncontrolled migration of conditioned air through the building envelope". Caused by pressure differences due to wind, chimney (or stack) effect, and mechanical systems it has been shown to represent the single largest source of heat loss or gain through the building envelopes of nearly all types of buildings. Tests carried out by the National Research Council of Canada on High Rise Commercial and Residential Buildings, Schools, Supermarkets, and Houses have shown levels of 30 % to 50% of heat loss could be attributed to Air Leakage. Reports detailing this are available for perusal. Beyond representing potential for energy savings uncontrolled air leakage can affect thermal comfort of occupants, air quality through ingress of contaminants from outside and the imbalance of mechanical systems, and the structural integrity of the building envelope - through moisture migration. Control of air leakage involves the sealing of gaps, cracks and holes, using appropriate materials and systems, to create, if possible, a continuous plane of "air-tightness" to completely encompass the Building Envelope. Part of this process also incorporates the need to "decouple" floor - to - floor, and to "compartmentalize" components of the building in order to equalize pressure differences.

The buildings were inspected visually and using a smoke puffer to identify location and severity of air leakage paths.

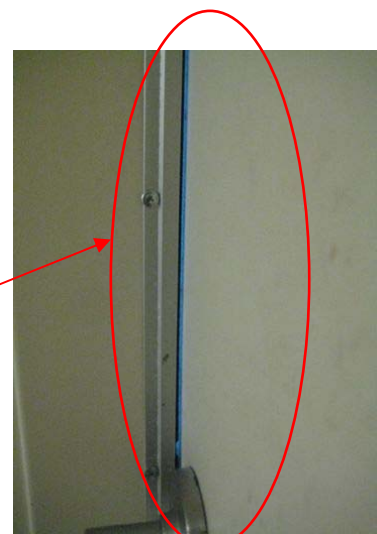
SCOPE OF WORK:

Student Union

Doors

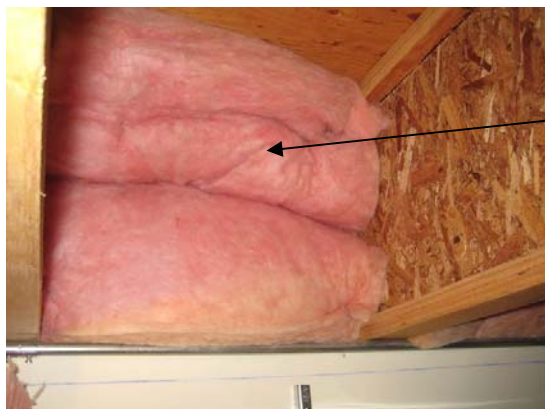
- Leakage identified around most doors
- Weather-strip doors indicated on floor plan (2 fin-seal) – 6
- Weather-strip double door indicated on plan (4 fin-seal) - 8
- Weather-strip oversized door - 1

Daylight visible around door



Roof/Wall Overhang

- Leakage was detected around unsealed overhang roof joists on east side and some west sides of building
- Seal 1 ½" opening on either sides of OSB boards, as well as top and bottom lines with polyurethane spray foam as detailed on floor plan, or install vapor barrier and seal where necessary – 160'



No vapor barrier resulted in leakage

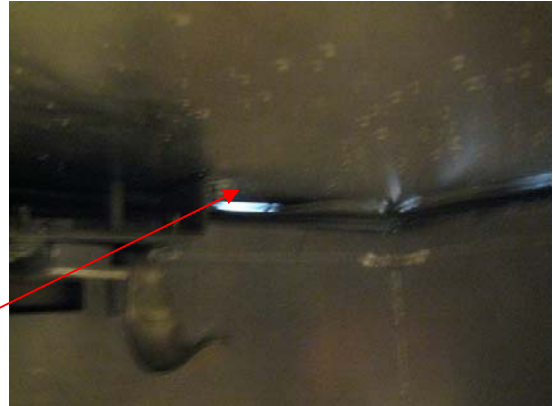
Visible air movement



Roof

- Seal perimeter of 10 roof top ventilators – 92'
- Weather-strip roof hatch (DX1000) – 8'

Daylight around roof hatch



**Library
Doors**

- Leakage was detected around most doors
- Weather-strip doors detailed on floor plan, noting that most doors require a thicker fin-seal (7524-270) – 3
- Weather-strip oversized door with fin-seal – 1



Windows

- Leakage identified at bottom perimeter of windows of front entrance as a result of large gap
- Seal bottom line of both windows of entrance way as marked on plan – 10'

Roof

- Daylight visible around roof hatch
- Weather-strip hatch – 8'

Tech Hall

Doors

- Leakage identified around most doors
- Weather-strip doors detailed on 1st & 2nd floor plan – 5

Overhead Doors

- Daylight visible around doors
- Weather-strip top and sides only because concrete surface on bottom uneven and will not result and proper seal – 28'

Mechanical Room

- Weather-strip hallway door as marked on 1st floor plan – 1

Windows

- Leakage detected around single glazed windows of 1st floor shop areas

- Cover all 36 window listed below with double-walled polycarbonate sheets from interior and seal into place;
 - 24 windows @ 36"x60" – **360 ft²**
 - 12 windows @ 16"x48" – **72 ft²**

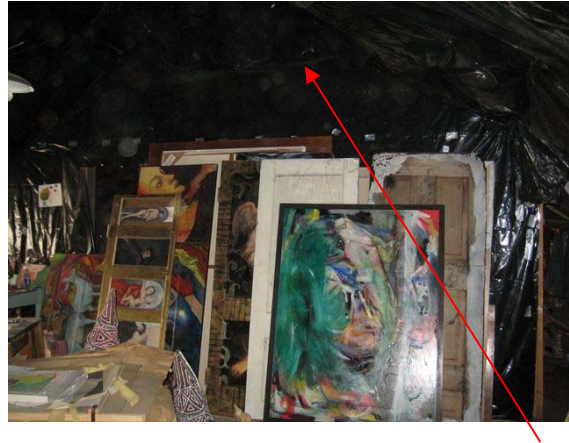
Attic Areas

- a) Knee Wall Areas
- There is currently no insulation in the open wall cavities of the 3rd floor knee walls
 - Insulate exposed wall cavities with R12 glass fiber batting (180' x5') -**900 ft²**
 - Create access to knee wall areas and re-seal when insulating completed - **2**
 - Seal off air leakage points into unconditioned knee wall areas with polyurethane foam (penetrations into interior walls and floor)- **2 ft²**
 - Weather-strip access doors to knee wall areas – **3**



- b) Wall & Ceiling Insulation & Air Barrier
- Significant breaches in air and insulation barrier were noted west side of 3rd floor attic areas between Area A & B (refer to 3rd floor plan)
 - Complete insulating wall that separates unconditioned Area A and conditioned Area B, including permanently sealing off doorways, as detailed on floor plan - **150 ft²**
 - Re-install fallen glass fiber batting in cathedral ceiling in Area B - **50 ft²**

Black vapor barrier over wall separating Area A & B



Widenhouse

Doors

- Leakage detected at center and bottoms of main entrance doors
- Weather-strip bottoms and/or adjust center of doors marked on floor plan – 4
- Weather-strip all sides of door marked on floor plan – 1

Boiler Room

- Weather-strip hallway door – 1
- Seal pipe penetration – 1
- Seal roof/wall intersection on north wall as detailed on plan – 20'

Anderson Hall

Doors

- Daylight visible around most exterior doors
- Weather-strip doors detailed on floor plans, including balcony doors on 2nd floor – 10

Mechanical Room (3rd floor)

- Weather-strip hallway door
- Stuff & seal large pipe chase in floor -4'x1'



Prescott Hall

Doors

- Leakage identified with exterior doors, although primarily with centers and bottoms
- Weather-strip only center and bottom of doors marked on floor plan -8
- Weather-strip all sides of door on plan - 1

Attics

- Daylight visible around older wood windows in conditioned upper attic
- Seal 3 windows shut -36'
- Daylight visible around chimney of lower vestibule attic
- Seal ½" gap around chimney as shown on floor plan- 3'



Losekamp Hall

Doors

- Significant leakage detected around doors
- Some doors have fin-seal type weather-strip
- Weather-strip doors detailed on basement, 1st, 2nd & 3rd floor plans – 8
- Seal perimeter of front entry system – 24'



Windows

- Leakage identified with fixed and operable windows through-out building
- Weather-strip and seal windows listed below;
 - Basement: Wood Windows
 - Seal 33 wood windows shut (2'x4') – 396'
 - 1st & 2nd Floors: Wooden Casement Windows with Aluminum Storms
 - Weather-strip 34 casement windows with low-profile DX (2'x7') – 612'
 - Seal perimeter of 34 windows (2'x7') – 612'



➤ Seal 7 wood windows shut (2'x2') – 56'

iii. 3rd Floor Wood Casement Windows

- Weather-strip 13 windows with low-profile DX (2'x4') – 156'



Casement windows to be weather-stripped

Attic

a) Door

- Weather-strip hallway door - 1

b) Open Wall Cavities

- Air flow evident at top of open cavities at interior walls of attic
- Seal open wall cavities (3 1/2" wide) from within attic as detailed on floor plan – 50'

c) Ceiling Paneling

- Fiber board wall and ceiling paneling joints showed signs of leakage into attic
- Seal all seams of paneling in 3rd floor hallway and west rooms – 1036'



Roof/Wall Intersection & Duct

- Leakage detected at both roof/wall and perimeter of duct above side entrance
- Seal roof/wall and perimeter of duct above side entrance as detailed on floor plan – 18'



Boiler Room

- Weather-strip hallway door - 1
- Seal pipe penetrations – 6
- Seal roof/wall intersection, drywall to cinder block – 40'

Alden Hall

Doors

- Leakage identified with lost doors thru-out building
- Weather-strip doors marked on basement, 1st and 2nd floors – 7

Windows

- Leakage detected with front entrance windows
- Seal both interior windows to frames – 20'
- Seal perimeter of both windows – 24'

Boiler Room

- Weather-strip hallway door – 1
- Seal pipe penetrations in drywall - 16

Rocky Hall

Doors

- Leakage noted on all doors
- Weather-strip all exterior doors – 7

Windows

- Air leakage apparent with fixed/hopper windows
- Seal perimeter of 23 windows through-out building – 276'
- Weather-strip hopper 23 window with fin-seal 7611-187 – 239'

A/C Units

- Gaps around units and plywood frames allowed for air leakage
- Seal perimeter of units and plywood (7 @ 16'/unit) – 112'

Attic Space

- Seal 5 large holes in drywall between conditioned and unconditioned attic space – 5 ft²
- Seal pipe penetrations through drywall – 3
- Seal pipe penetration in ceiling – 1
- Seal chimney penetrations in ceiling - 1



Fortin Center

Doors

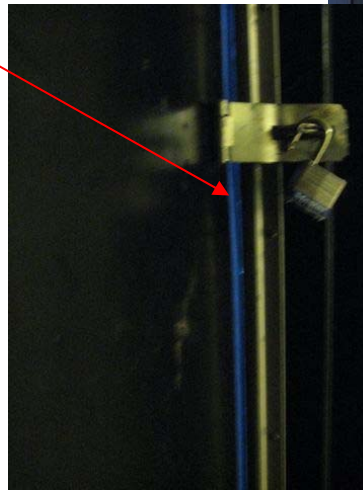
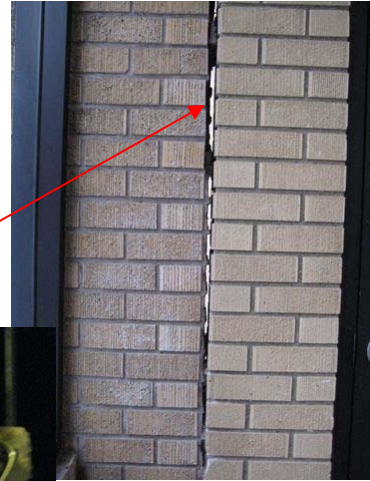
- Significant leakage a result of large gaps around doors
- Weather-strip doors indicated on floor plan -18

Front Vestibule

- Large vertical cracks in wall corners allowed for excessive leakage
- Seal ¼"-1" wide gaps on 2 corners as marked on plans – 16'

Roof

- Daylight visible around roof doors
- Weather-strip roof doors – 8
- Seal perimeter of roof top ventilator - 1



Eaton Hall

Doors

- Leakage noted around front doors
- Weather-strip front doors – 2

Shafts

- Five shafts, all 3 stories high, lead to and are open into attic
- Seal top opening of all 5 shafts at attic floor (4 @ 5'x2', 1 @ 8"x3") – 40 ft² for 5 shafts



Boiler Room

- Weather-strip hallway door – 1
- Seal roof/wall intersection (1/4" gap) -16'
- Seal vertical wall corner cracks as detailed on floor plan – 16'

Jorgenson Hall

Boiler Room

- Weather-strip hallway doors – 2
- Seal pipe penetrations in walls and ceiling – 12

Tyler Hall

Doors

- Leakage identified around all exterior doors
- Original oak front doors are curved and have no existing weather-strip
- Weather-strip doors marked on basement plan - 3
- Weather-strip curved front doors - 2



Attic/Storage Space

- Third floor storage room leads to attic and un-insulated roof
- Weather-strip hallway door - 1

Custodial Closet

- Third floor custodial closet ceiling has leakage points to attic above
- Seal ceiling/wall gaps as detailed on floor plan - 16'
- Seal perimeter of plumbing stack -1



Boiler Room

- Weather-strip very leaky hallway door - 1
- Seal pipe penetrations - 12
- Seal large pipe penetrations - 4

