

BENEFIT PROGRAM APPLICATION ("BPA")

(Applicable to Unified 151-Plus Insured Group Accounts)

(All items are applicable to the HMO plan and the Non-HMO plan unless otherwise specified.)

	•		- ······	
Employer Account Number:		206522		
HMO Illinois Employer Group Numbe HMO Illinois Section Number(s):	r(s):	H56789 0100 (non-union), 0200 (unio	Police on Rolley Officers), 0300 (union	
BlueAdvantage® HMO Employer Gro	up Number(s):	B56789	blic Works), 0500 (retirees), 8888, 888	<u> 39</u>
BlueAdvantage® HMO Section Number		0100 (non-union), 0200 (unio Firefighters), 0400 (union Pul	on Rotizy Officers), 0300 (union blic Works), 0500 (retirees), 8888, 888	<u> </u>
Non-HMO Plan Employer Group Num	ber(s):	P06522 (Union Plan), P08644	4 (NonUnion Plan), P08641 (HCA Pla	n)
Non-HMO Plan Section Number(s):			Officers), 0300 (union Firefighters), 04	_
		0300 (union Firefighters), 040 union), 0200 Police		
		P08641:0100 (non-union), 02	· · · · · · · · · · · · · · · · · · ·	
		0300 (union Firefighters), 040 (retirees), 8880 (cobra union)		
Employer Name: VILLAGE OF LOME	ARD	tremees); odeo (cobia dinori).	, ooo (cobra non-union)	
(Specify the emplo companies to be o	oyer, the employee trust covered below. AN EMPL	or the association applying for OYEE BENEFIT PLAN MAY N	coverage. List subsidiary or affiliated NOT BE NAMED)	
Address: 255 EAST WILSON AVE.	Ci	ty: <u>LOMBARD</u>	State: IL Zip Code: 6014	<u>8</u>
Billing Address (if different from above SAME AS ABOVE	,	ty:	State: Zip Code:	_
Employer Identification Number ("EIN"): 366005975			
Subsidiaries: <u>N/A</u>				
Affiliated Companies: N/A				
(If Affiliated Companies to be covered Companies" must be completed, signed	are listed above, a sepa ed by the Employer's auti	rate "Addendum to the Benefit l norized representative, and atta	Program Application Regarding Affiliate ached to this BPA.)	ted
Administrative Contact:	Phone:	Fax:	Email:	
<u>KATHY DUNNE</u>	<u>630-620-5918</u>	630-620-8288	dunnek@villageof lombard	.or
Blue Access for Employers (BAE) Con				
(The BAE Contact is the employee of t		y the Employer to access and r	maintain its account via BAE)	
Title: GROUP ADMIN.	Phone: 630-620-5918	Fax: 630-620-8222	Email: SAME AS ABOVE	
Policy Effective Date: <u>JUNE 1, 2012</u>	Policy /	Anniversary Date: <u>JANUARY 1</u>	<u>l, 2014 (19 MONTH PERIOD)</u>	
ERISA Plan: 🗌 Yes 🗵 No	If Yes,	specify ERISA Plan Year: N/A		
ERISA Plan Administrator: N/A	N1/A			
ERISA Plan Administrator's Address:		7	the Code	
City: ERISA Plan Administrator's Email:	State:	2	lip Code:	
ELIGIBILITY				
Eligible Person means: (For the F	HMO plan, an eligible per	son must reside in the Service	Area of a Participating IPA)	
A full-time employee of the				
☐ A full-time employee who is	•	ame of union or association)		
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	Other (please specify): Active elected officials who pay the fully applicable payment with no Village contribution
	per Village Board Policy 98-3. Retirees per IMRF guidelines. The Village of Lombard allows covered married couples to change
	from one family coverage plan to two separate single subscriber coverages upon one or both individuals retiring.
	Full-Time Employee means:
	A person who is regularly scheduled to work a minimum of <u>40</u> hours per week and who is on the permanent payroll of the Employer.
	Other (please specify):
	An Eligible Person may also include a retiree of the Employer. Please specify: <u>PER IMRF GUIDELINES</u> .
2.	Domestic Partner Coverage: ☐ Yes ☒ No
	If yes, a Domestic Partner, as defined in the Policy, shall be considered eligible for coverage. The Policyholder is responsible for providing notice of possible tax implications to those insureds with Domestic Partner coverage.
	Domestic Partner Coverage Continuation (only available if Domestic Partners are covered) 🔲 Yes 🛛 No
3.	Limiting Age for covered unmarried children is:
	☐ years; years if eligible military personnel as described in the Certificate Booklet. (The minimum allowable ages for this option are 26; 30 if eligible military personnel)
	years if a full-time student.
	(The minimum allowable ages for this option are 26; 30 if eligible military personnel)
	For Non-HMO plans, coverage will terminate at the end of the period for which premium has been accepted:
	For HMO plans, coverage will terminate at the end of the following period for which premium has been accepted:
	☐ The month in which the Limiting Age is reached.
	☐ The year in which the Limiting Age is reached.
	However, coverage shall be extended due to a leave of absence in accordance with any applicable federal or state law.
4.	Eligibility Date for a person who becomes an Eligible Person after the Effective Date of the Employer's health care plan:
	☐ The date of employment.
	The day of employment.
	The day of the month following month(s) or days of employment.
	The day of the month following the date of employment.
	Other (please specify): The Village of Lombard allows covered married couples to change from one family coverage plan to
	two separate single subscriber coverages upon one or both individuals retiring.
	For the HMO plan: A full month's premium will be charged for the first month of coverage for those employees whose Coverage Dates fall between the first and fifteenth day of the Premium period. No premium will be charged for the first month of coverage for those employees whose Coverage Dates fall between the sixteenth day and the end of the Premium Period.
5.	Special Enrollment: An Eligible Person may apply for coverage, Family coverage or add dependents within thirty-one (31) days of a Special Enrollment event if he/she did not apply prior to his/her Eligibility Date or when eligible to do so. Such person's Coverage Date, Family Coverage Date, and /or dependent's Coverage Date will be effective on the date of the Special Enrollment event or, in the event of Special Enrollment due to termination of previous coverage, the date of application for coverage.
	Annual Open Enrollment: Specify Annual Open Enrollment Period: APRIL AND MAY FOR A JUNE 1 ST EFFECTIVE DATE & DECEMBER FOR A JANUARY 1 ST . An Eligible Person may apply for coverage, Family coverage or add dependents if he/she did not apply prior to his/her Eligibility Date or did not apply when eligible to do so, during the Employer's Annual Open Enrollment Period. Such person's Coverage Date, Family Coverage Date, and/or dependent's Coverage Date will be a date mutually agreed to by Blue Cross and Blue Shield of Illinois, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company

("HCSC") and the Employer. Such date shall be subsequent to the annual open enrollment period.

6,	For	the HMO plan: The Effe	ctive Date of Termination f	or a person	n who ceases to meet the definition of an Eligible Pers	on:
		The date such persor	n ceases to meet the definit	ion of Eligib	ible Person.	
	\boxtimes	The last day of the ca	lendar month in which sucl	n person ce	eases to meet the definition of an Eligible Person.	
		Other (please specify)):			
7.	Exte	ension of benefits due to	Temporary Layoff, Disabili	ty or Leave	e of Absence:	
	Ter	mporary Layoff: <u>0</u> days	Disability: <u>0</u>	days	Leave of Absence: 0 days	
		Other: (please specify):				
	(Ho	wever, benefits shall be te law.)	e extended for the duration	ı of an Eligi	gible Person's leave in accordance with any applicab	le federal or
8.	For t	the HMO Plan:				
	Tota	al Number of Employees	(Please indicate the total	number of a	actual employees, not enrollees):	
	Oft	he Employer: <u>289</u>	Illinois employees	: <u>289</u>	National employees: <u>0</u>	
FUN	\DIN(G ARRANGEMENT				
	\boxtimes	Standard Premium – P	rospective		☐ Cost Plus Program	
STA	NDA	RD PREMIUM INFORM	IATION:			
	(a)	Premium Period:				
		Γhe first day of each cal ployer has BlueCare [®] De	endar month through the l	ast day of e	each calendar month. (This option applies to all cover	rages if the
				e dav	of the next calendar month. (This option is not availa	able for any
	cove	erage if the Employer ha	s BlueCare Dental HMO co	overage.)	, or the next ediched month. (This option is not available	able for ally
	(b)	Employer contribution:				
	(b)	For the HMO Plan:				
		HMO Illinois: BlueAdvantage® Premium.	_% of the Individual Covera HMO:% of the	age Premiur Individual	um and% of Family Coverage Premium. Coverage Premium and% of the Family	Coverage
			ify): both HMOI & BAHMC	90-93%	for single coverage, and 80-90% for families	
		For the Non-HMO Plan		d an amoun	int equal to 100% of the Individual Coverage	
		Premium will be con	ntributed toward the Family	/ Coverage	Premium.	
				<u>70</u> % of the	e Family Coverage Premium.	
	(c)	For the Non-HMO Plan	•			
	·	It is understood that no and, for Family Covera	Policy will be issued or rerge, <u>75</u> % of the Eligible Per	newed on a sons with el	a contributory basis unless at least <u>75</u> % of the Eligible eligible dependents have enrolled for coverage.	Persons

ar.	S1	ANDARD PREM	IIUM RATES			· · · · · · · · · · · · · · · · · · ·
· · · · · · · · · · · · · · · · · · ·	and the second s	Yes Yes	□ No			
	For Internal Use Only - BlueStar Ben Agree# 0014 HMO Illinois H56789	For Internal Use Only - BlueStar Ben.Agree#: 0015 Blue Advantage® HMO B56789	For Internal Use Only BlueStar Ben:Agree#: 9008 PPO BA 0 0 1.2 Non-HMO Health Coverage: P08644 NONUNION	For Internal Use Only- BlueStar Ben.Agree#: 100:12 PPO BA0006 Non-HMO Health Coverage: P06522 UNION	For Internal Use Only - BlueStar Ben.Agree#: 0013 HCA Non-HMO Dental Coverage: MEDICAL P08641 HCA	Total
1. Employee only:	\$607.82	\$565.27	\$674.90	\$692.21	\$595.30	\$
2. Employee plus one \$ dependent:		\$	\$	\$	\$	\$
Employee plus two or more dependents:	\$	\$	\$	\$	\$	\$
4. Employee plus Spouse:	\$	\$	\$	\$	\$	\$
5. Employee plus Child(ren):	\$	\$	\$	\$	\$	\$
Employee plus Family / Family:	\$1,667.86	\$1551.11	\$1,913.99	\$1,963.06	\$1,688.24	\$
Other: Medicare Single Medicare Family	\$	\$	\$	\$	\$386.97 \$773.91	\$
	Single Tie	er Rate structure	- Complete item	1.		
	Two Tier Ra	te structure - Con	nplete items 1. ar	nd 6.		
	Three Tier Rate	structure - Com	plete items 1., 2.,	and 3.		
			ete items 1., 4., 5	···		
	Indicate "N/A Medicare Eligible		l that does not ap CSC is Seconda			
Single Coverage:	\$607.82	\$565.27	\$438.71	\$449.95		\$
Family Coverage:	\$1,215.63	\$1,130.53	\$877.40	\$899.91		\$

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ļ ·	COST PLUS PROGR. ∐Yes	*			
Service Charges: For the HMO Plan:	k	⊠ No			
a) Service Charges for Claim Payments: HMO Illinois:% of Claim Payments; or \$ BlueAdvantage® HMO:% of Claim Payment Payments b) Physician's Services Fees: HMO Illinois: \$ per month per single Enrolled dependents. BlueAdvantage® HMO: \$ Per month per single or more dependents.	e; or \$ per Enrol	llee per month for health Cla per Enrollee with one or mo	aim ore		
For the Non-HMO Plan: % of Net Claim Payments or \$ per em Applies to all coverage(s)	ployee per month.				
☐ Different percentage(s) or amount(s) for the followir For Coverage:% of Claim Paymer For Coverage:% of Claim Paymer Other (please specify):	nts or \$ per emplo	ovee per month			
Blue Care Connection® ("BCC") (For the Non-HMC) Plan):				
BCC Program (may select one): ☐ Blue Care Advisor	☐ Fee: \$ pe	er covered employee per mo or administration of the progr	onth		
☐ Please refer to Additional Provisions		ir administration of the progr in the Service Charges.	ram.		
Blue Care Custom		-			
 ☐ Health Dialog (may select one) ☐ Health Coach Line (In bound) ☐ Health Coach Line (In and out bound) ☐ Health Coach Line (With Disease Managemer ☐ Not applicable ☐ American Healthways (may select one) ☐ Package A ☐ Package B ☐ Package C ☐ Not applicable 		er covered employee per mo	inth		
American Healthways Program Fees, per	participating Covered [Person per month:			
Conditions:	Package A - Fees	Package B - Fees	Package C - Fees		
Diabetes: Chronic Heart Disease: Chronic Obstructive Pulmonary Disease Asthma: Impact Conditions:	\$ \$ \$ \$	\$ \$ \$ Not Applicable	\$ \$ Not Applicable Not Applicable Not Applicable		
Payment Method:	□ Post Payment	1			
If Transfer Payment, Method of Transfer Payment: Wire Transfer Draft Electronic Fund Transfer Other (please specify):					
Payment Period:	_ Liconomo i ana iran	orei Danei (bioac	se specify).		
Daily Weekly Bi-Weekly		Other (please specify	<i>/</i>):		
Claim Settlement Period:	Other (please s	pecify):	· · · · · · · · · · · · · · · · · · ·		
If Transfer Payment, Tentative Final Settlem Transfer Payments to be made for the following		nination:			
☐ 3 months ☐ 6 months ☐ 9 mor	•		cify):		

For Cost Plus plans, Effective Date of Termination for a person who ceases to meet the definition of Eligible Person: The date such person ceases to meet the definition of Eligible Person. The last day of the calendar month in which such person ceases to meet the definition of an Eligible Person. Other (please specify):
Prescription Drug Rebate: \$ per Covered Employee per month or, for the HMO Plan, per Enrollee per month is the guaranteed Prescription Drug Rebate savings reflected as a Prescription Drug Rebate credit.
FOR NON-HMO COST-PLUS PROGRAMS ONLY:
PLAN PROVIDER ACCESS FEE(S) ☐ Yes ☐ No
Lies Livo
Group Number(s):
☐% of ADP Savings:%
☐ \$ Per Employee per Month: \$
Please complete for groups with multiple products (for example, Comprehensive Major Medical and PPO) with separate access fees:
Group Number(s):
□% of ADP Savings:%
S Per Employee per Month: \$
The undersigned representative is authorized and responsible for purchasing insurance on behalf of the Employer, has provided the information requested in this Benefit Program Application ("BPA") and, on behalf of the Employer, offers to purchase the benefit program as outlined in the Request For Proposal ("RFP") or, in the case of an HMO Plan, the proposal document submitted to the Employer by the Sales Representative. Any changes to the RFP are specified below. It is understood and agreed that the actual terms and conditions of the benefit program are those contained in the Policy. This BPA is subject to acceptance by Blue Cross and Blue Shield of Illinois, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company ("HCSC"). Upon acceptance, HCSC shall issue a Policy to the Employer and this BPA shall be incorporated and made a part of the Policy. Upon acceptance of this BPA and issuance of the Policy, the Employer shall be referred to as the Policyholder. In the event of any conflict between the RFP and the Policy, the provisions of the Policy shall prevail.
The undersigned representative acknowledges that any broker/producer is acting on behalf of the Employer for purposes of purchasing the Employer's insurance, and that if HCSC accepts this BPA and issues a Policy to the Employer, HCSC may pay the Employer's broker/producer a commission and/or other compensation in connection with the issuance of such Policy. The undersigned representative further acknowledges that if the Employer desires additional information regarding any commissions or other compensation paid the broker/producer by HCSC in connection with the issuance of a Policy, the Employer should contact its broker/producer.
The undersigned representative acknowledges that the Employee Retirement Income Security Act of 1974, as amended, ("ERISA") establishes certain requirements for employee welfare benefit plans. As defined in Section 3 of ERISA, the term "employee welfare benefit plan" includes any plan, fund or program which is established or maintained by an employer or by an employee organization, or by both, to the extent that such plan, fund or program was established or is maintained for the purpose of providing for its participants or their beneficiaries, through the purchase of insurance or otherwise, medical, surgical or hospital benefits, or benefits in the event of sickness, accident or disability. The undersigned representative further acknowledges that: (i) an employee welfare benefit plan must be established and maintained through a separate plan document which may include the terms hereof or incorporate the terms hereof by reference, and that (ii) an employee welfare benefit plan document may provide for the allocation or delegation of responsibilities thereunder. However, notwithstanding anything contained in the employee welfare benefit plan document of the Employer (or any group member if the group is an association), the Employer agrees that no allocation or delegation of any fiduciary or nonfiduciary responsibilities under the employee welfare benefit plan of the Employer (or, for Non-HMO Plans, any group member if the group is an association) is effective with respect to or accepted by HCSC except to the extent specifically provided and accepted in this BPA or the Policy or otherwise accepted in writing by HCSC.
OTHER PROVISIONS: (a) Reimbursement Provision for the HMO Plan: It is understood and agreed that in the event HCSC makes a recovery on a third-party liability claim, HCSC will deduct 25% of the net recovery from the amount credited to the group's experience after attorneys' fees, if any, have been paid.
Reimbursement Provision for the Non-HMO Plan: Yes No

It is understood and agreed that in the event HCSC makes a recovery on a third-party liability claim, HCSC will retain 25% of the net recovery (under cost-plus funding) or deduct 25% of the net recovery from the amount

credited to the group's experience (under premium funding) after attorneys' fees, if any, have been paid.

If yes:

(b)	Certificat	e of Creditable Coverage:	🛛 Yeş	☐ No	
	If yes:	requirements under the He	alth insurance Po	ortability and Accoun	te of Creditable Coverage consistent with that the test ability Act of 1996. The Certificate of Creditable term of the Policy and information provided to
	If no:	The Certificate of Creditable of the Policy.	e Coverage Relea	se and Indemnificati	on letter is attached to this BPA and made part
(c)	BlueCare	[®] Dental HMO Coverage purch	ased: 🗌 Yes 🛚	No (if yes, comple	ete separate application.)
(d)		rborn Life Insurance purchased			
(e)	Excess L	oss Coverage purchased: 🔲 ነ	′es ⊠No (Ify	es, complete separat	e application.)
(f)	For the N	on-HMO Plan: Case Manag	ement: 🛛	Yes 🗌 No	
	If Yes:	The undersigned representa Persons in accordance with	ative authorizes p the provisions of	rovision of alternative the Policy.	benefits for services rendered to Covered
(a)	For the N	Jon-HMO Plan: Electronic Ico	ionas: The Delie		and the second s

- (g) For the Non-HMO Plan: Electronic Issuance: The Policyholder consents to receive, via an electronic file or access to an electronic file, a Certificate Booklet provided by HCSC to the Policyholder for delivery to each Insured. The Policyholder further agrees that it is solely responsible for providing each Insured access, via the internet, intranet or otherwise, to the most current version of any electronic file provided by HCSC to the Policyholder and, upon the Insured's request, a paper copy of the Certificate Booklet.
- (h) Massachusetts Health Care Reform Act: Notwithstanding anything to the contrary in this BPA, with respect to the Employer's employees who live in Massachusetts (if any) the Employer represents that it offers the health insurance benefits provided for herein to all full-time employees, and the Employer will not make a smaller premium contribution percentage to a full-time employee living in Massachusetts than to any other full-time employee living in Massachusetts who receives an equal or greater total hourly or annual salary. For purposes of this representation, a "full-time employee" is defined by Massachusetts law, generally an employee who is scheduled or expected to work at least the equivalent of an average of thirty-five (35) hours per week.

ADDITIONAL PROVISIONS:

- A. Grandfathered Health Plans: Policyholder shall provide HCSC with written notice prior to renewal (and during the plan year, at least 60 days advance written notice) of any changes in its Contribution Rate Based on Cost of Coverage or Contribution Rate Based on a Formula towards the cost of any tier of coverage for any class of Similarly Situated Individuals as such terms are described in applicable regulations. Any such changes (or failure to provide timely notice thereof) can result in retroactive and/or prospective changes by HCSC to the terms and conditions of coverage. In no event shall HCSC be responsible for any legal, tax or other ramifications related to any benefit package of any group health insurance coverage (each hereafter a "plan") qualifying as a "grandfathered health plan" under the Affordable Care Act and applicable regulations or any representation regarding any plan's past, present and future grandfathered status. The grandfathered health plan form ("Form"), if any, shall be incorporated by reference and part of the BPA and Group Policy, and Policyholder represents and warrants that such Form is true, complete and accurate. If Policyholder fails to timely provide HCSC with any requested grandfathered health plan information, HCSC may make retroactive and/or prospective changes to the terms and conditions of coverage, including changes for compliance with state or federal laws or regulations or interpretations thereof.
- B. Retiree Only Plans and/or Excepted Benefits: If the BPA includes any retiree only plans and/or excepted benefits, then Policyholder represents and warrants that one or more such plans is not subject to some or all of the provisions of Part A (Individual and Group Market Reforms) of Title XXVII of the Public Health Service Act (and/or related provisions in the Internal Revenue Code and Employee Retirement Income Security Act) (an "exempt plan status"). Any determination that a plan does not have exempt plan status can result in retroactive and/or prospective changes by HCSC to the terms and conditions of coverage. In no event shall HCSC be responsible for any legal, tax or other ramifications related to any plan's exempt plan status or any representation regarding any plan's past, present and future exempt plan status.
- C. Policyholder shall indemnify and hold harmless HCSC and its directors, officers and employees against any and all loss, liability, damages, fines, penalties, taxes, expenses (including attorneys' fees and costs) or other costs or obligations resulting from or arising out of any claims, lawsuits, demands, governmental inquiries or actions, settlements or judgments brought or asserted against HCSC in connection with (a) any plan's grandfathered health plan status, (b) any plan's exempt plan status, (c) any directions, actions and interpretations of the Policyholder, and/or (d) any provision of inaccurate information. Changes in state or federal law or regulations or interpretations thereof may change the terms and conditions of coverage.

The provisions of paragraphs A-C (directly above) shall be in addition to (and do not take the place of) the other terms and conditions of coverage and/or administrative services between the parties.

Renewals Only: If this BPA is blank, it is intentional and this BPA is an addendum to the existing BPA. In such case, all terms of the existing BPA as amended from time to time shall remain in force and effect. However, beginning with the Policyholder's first renewal date on or after September 23, 2010, the provisions of paragraphs A-C (above) shall be part of (and be in addition to) the terms of the existing BPA as amended from time to time.

Any reference in this Benefit Program Application to eligible dependents may include Domestic Partners, but will include dependent covered children under the Limiting Age of twenty-six (26).

Any reference in this Benefit Program Application to the Limiting Age for covered children means twenty-six (26) years, regardless of presence or absence of a child's financial dependency, residency, student status, employment, marital status or any combination of those factors. If the covered child is eligible military personnel, the Limiting Age is thirty (30) years.

Any reference in this Benefit Program Application to the "Employee plus one dependent" rate structure means "Employee plus one spouse or one child."

Any reference in this Benefit Program Application to the "Employee plus Child(ren)" rate structure means "Employee plus one or more children."

Effective 6/1/2012 - 12/31/2013, 19 month policy period. Change anniversary from 6/1 to 1/1.

Effective 6/1/2012 the following sections were added to Group Number P08644: 0300 (union Firefighters), 0400 (union Public Works), and 8880 (cobra union), & 0200 Police Officers.

R	<u>ate</u>	e c	har	iges	are	noted	<u>above.</u>

Nancy Chaidez	Wally Muller
Sales Representative	Signature of Authorized Purchaser
890-046	
District	Title
Signature of Producer/Representative	
Tom Schaffler	April 12, 2012
Producer Representative	Date
Lockton Companies, LLC	2 D. Ellalle
Producer Firm	Witness Deputs 1/1/6 Clark
525 w. Monroe Street, Chicago, IL	Witness Deputy Village Clerke
Producer Address	\$ Amount Submitted
203354970	
Producer Tax I.D. No.	-
U	NDERWRITING USE ONLY
Date BPA approved:	
Signature of Underwriter	

PROXY

The undersigned hereby appoints the Board of Directors of Health Care Service Corporation, a Mutual Legal Reserve Company, or any successor thereof ("HCSC"), with full power of substitution, and such persons as the Board of Directors may designate by resolution, as the undersigned's proxy to act on behalf of the undersigned at all meetings of members of HCSC (and at all meetings of members of any successor of HCSC) and any adjournments thereof, with full power to vote on behalf of the undersigned on all matters that may come before any such meeting and any adjournment thereof. The annual meeting of members shall be held each year in the corporate headquarters on the last Tuesday of October at 12:30 p.m. Special meetings of members may be called pursuant to notice mailed to the member not less than 30 nor more than 60 days prior to such meetings. This proxy shall remain in effect until revoked in writing by the undersigned at least 20 days prior to any meeting of members or by attending and voting in person at any annual or special meeting of members.

Group No.:	H56789 B56789 P06522 P08644 P08641	By: William J. Mueller Print Signer's Name Here → Signature and Title
Group Name:	VILLAGE OF LOMBARD	D
Address:	255 EAST WILSON AVE	<u>E. </u>
City:	LOMBARD	State: IL Zip Code: 60148
Dated this	12 day of	April 2012 Month Year