

MORRISON POLICE DEPARTMENT

Michael G. Moon, Chief of Police

City Council Report for December 8, 2025

SRO Dan Simmons will do a classroom presentation on Driving Safety and traffic laws to the Drivers Education Class on December 15th. Kolten Sage will graduate on December 18th from the Sauk Valley Police Academy. Our 2019 Dodge Ram had powertrain issues and will not be in service for several weeks. The Police Department is now utilizing a new report writing software (Central Square) that is used by all Whiteside County Police agencies.

Respectfully submitted,

Michael Moon
Chief of Police

STATE OF ILLINOIS
COUNTY OF WHITESIDE
CITY OF MORRISON
OFFICIAL PROCEEDINGS

November 24, 2025

CALL TO ORDER

The Morrison City Council met in Regular Session on November 24, 2025, at 6:30 p.m. in the Morrison Community Room, 307 South Madison Street, Morrison, Illinois. The meeting was called to order by Mayor Scott Vandermyde at 6:30 p.m. City Clerk Mike Hemmer recorded the minutes. Meeting was offered to the public via Zoom and video recording to be available at <https://www.youtube.com/@CityofMorrisonIL>

ROLL CALL

Alderspersons present on roll call were Kevin Bruckner Jr, Seth Buckwalter, Sara Dunne, Sidonna Mahaffey, Todd Schlegel, Vernon Tervelt, and Matt Tichler. Absent: none. Vacancy: Ward 1. Other city officials present were City Administrator Brian Melton, Police Chief Michael Moon, Recreation Services Director Nathan Jacobs and City Treasurer Margaret Jones.

PLEDGE OF ALLEGIANCE - Cited.

COMMENT BY MAYOR VANDERMYDE

The mayor asked council and speakers to use their microphones as some voices were not being caught by the recorder. Tonight's presentation by IDOT will not include its own public comment. It is to inform alderpersons of IDOT's approach, plans and timing. The city will establish with IDOT a central repository for community comments.

PUBLIC COMMENT- None.

PRESENTATION

IDOT Project Manager Brad Cushman and its contractors discussed the US Rt 30 Reconstruction Project and provided a written presentation in the council packet. Presently they are working on engineering and environment impact studies. Once completed, they will need support and recommendations from the city and residents.

REPORT OF CITY OFFICERS, DEPARTMENT HEADS AND/OR COMMITTEES

Police Chief Moon provided a written report in the council packet.

Superintendent of Streets & Parks Mike Garland provided a written report in the council packet.

Superintendent of Utilities Shane Osborn provided a written report in the council packet.

Recreation Services Director Jacobs provided an update on upcoming events and recent event turnouts.

Treasurer Jones had no report.

CONSENT AGENDA

Ald Tichler moved to approve City Council, Meeting Minutes, November 10, 2025; Bills Payable - \$140,528.69; Treasurer's Report – October 2025 (FY06, CY10); Meeting Schedule 2026; and Holiday Schedule 2026; seconded by Ald Mahaffey. Ayes: Bruckner, Buckwalter, Dunne, Mahaffey, Schlegel, Tervelt, and Tichler. Nays: None. Absent: None. Motion passed.

ITEMS FOR CONSIDERATION, DISCUSSION AND POSSIBLE ACTION

Mayor Vandermyde said the number in Section Two of Ordinance 25-12 has typo (\$733,142.33) and the correct number is in body of the summary table (\$733,302.09). Council's vote is to approve ordinance as printed. Ald Tichler moved to approve Ordinance 25-12 Tax Levy; seconded by Ald Schlegel. Ayes: Bruckner, Buckwalter, Dunne, Mahaffey, Schlegel, Tervelt, and Tichler. Nays: None. Absent: None. Motion passed. An amendment was added to correct the typo to \$733,302.09. Ald Schlegel moved to approve the amended version of Ordinance 25-12 Tax Levy; seconded by Ald Tichler. Mayor Vandermyde said the ordinance was presented to council twice and was published. CA Melton reported the tax rate decreased by 3.7%. Ayes: Bruckner, Buckwalter, Dunne, Mahaffey, Schlegel, Tervelt, and Tichler. Nays: None. Absent: None. Motion passed.

Ald Tichler moved to approve Odell Library Board of Trustees Request for Memorial Benches; seconded by Ald Mahaffey. All ayes by voice vote. Vacancy: Ward 1. Motion passed.

Ald Schlegel moved to approve Change Order No. 1, Exterior Painting Project, Balayti Painting; seconded by Ald Tichler. CA Melton said he repeatedly requested documentation and justification by the vendor. Melton recommended that council not approve the request due to continued unsatisfactory performance and lack of justification. Council discussed. Ayes: None. Nays: Bruckner, Buckwalter, Dunne, Mahaffey, Schlegel, Tervelt, and Tichler. Absent: None. Motion failed.

Motion to approve Final Pay Request, Exterior Painting Project, Balayti Painting failed due to lack of motion.

Council discussed BS&A Software Solutions for Financial Management, Human Resources, Utility Management and Community Development proposal. CA Melton said the current programs need to be replaced and updated. Current software vendor is not sufficient, not responsive, and without updates for more than 16 years.

Mayor Vandermyde and CA Melton included an overview in the packet regarding the closure of 200 Block North Genesee Street. Both discussed with council the options available within the scope of IDOT's plans for Route 30. Council discussed and decided to wait for IDOT

recommendations. Council will revisit this discussion in the future but will not include in council packets until that time. No action taken.

EXECUTIVE SESSION

Ald Buckwalter moved to enter Executive Session pursuant to 5 ILCS 120/2(c)(1) Appointment, employment and compensation of specific employees and /2(c)(2) Collective negotiating; seconded by Ald Schlegel. All ayes by voice vote. Vacancy: Ward 1. Motion passed. Executive Session began at 7:33 pm.

Ald Tichler moved to exit Executive Session; seconded by Ald Schlegel. All ayes by voice vote. Vacancy: Ward 1. Motion passed. Executive Session ended at 7:49 pm.

ACTION FOLLOWING EXECUTIVE SESSION

Ald Mahaffey moved to approve Holiday Bonus for full and part-time employees; seconded by Ald Buckwalter. Ayes: Buckwalter, Dunne, Mahaffey, Schlegel, Tervelt, and Tichler. Present: Bruckner. Nays: None. Absent: None. Motion passed.

Ald Bruckner moved to approve a change to the remaining holiday schedule for 2025 for non-police holiday day changes to working holiday eves December 24th/30th and off on December 26th/January 2nd; seconded by Ald Buckwalter. All ayes by voice vote. Vacancy: Ward 1. Motion passed.

ADJOURNMENT

Ald Tervelt moved to adjourn the meeting, seconded by Ald Buckwalter. Without objection, the meeting adjourned at approximately 7:52 pm.

Approved:

Scott Vandermyde
Mayor

Michael Hemmer
City Clerk

City of MORRISON

200 West Main Street
Morrison, Illinois 61270-2400
Phone 815.772.7657
Fax 815.772.4291
morrisonil.org



MEMORANDUM

To: Mayor & Council

From: Barb King

Date: 12/08/25

RE: Bills Payable

Please see the attached list of Bills Payable in the total amount of: **\$110,930,.65.**

Council Members having questions regarding bills should contact
Mayor Vandermyde OR City Administrator Melton
via phone, email or personal visit prior to the meeting.

CLAIMS BY VENDOR

INVOICE NUMBER	VENDOR NAME REFERENCE	GL ACCOUNT #	AMOUNT	PAYMENT AMOUNT	CHECK #	CHECK DATE
SIN046421	ALL TRAFFIC SOLUTIONS INC SOFTWARE/HARDWARE	01-21-5370	1,500.00	1,500.00	26048	12/09/25
5140	AMERICAN EAGLE OVERHEAD MAINT SERV - BLDG	01-41-5110	225.00	225.00	26049	12/09/25
X11272025	AT&T MOBILITY ACCT NO 287342210725	01-11-5520	494.94			
	ACCT NO 287342210725	51-80-5520	164.98			
	ACCT NO 287342210725	50-81-5520	164.98			
				824.90	26050	12/09/25
1189	BADER CONSTRUCTION MISC EXPENSE-BLDG IMP	61-61-9280	49,125.00	49,125.00	26051	12/09/25
0224249-IN	BONNELL INDUSTRIES MAINT SUPP - VEHICLE	01-41-6130	265.84	265.84	26052	12/09/25
2767983	BRADFORD SUPPLY COMPANY OPERATING SUPPLIES	51-80-6520	79.21	79.21	26053	12/09/25
STM112425	COM ED ACCT NO 7500655000	15-15-5720	4,471.53	4,471.53	26054	12/09/25
STM120125	ACCT NO 3245832222	15-15-5720	148.06	148.06	26054	12/09/25
STM120125A	ACCT NO 8309733333	15-15-5720	31.62	31.62	26054	12/09/25
STM120125B	ACCT NO 9508427000	01-43-5760	1,144.84	1,144.84	26054	12/09/25
STM120125C	ACCT NO 7986112111	50-81-5760	27.00	27.00	26054	12/09/25
STM120125D	ACCT NO 2430024000	50-81-5760	37.48	37.48	26054	12/09/25
STM120125E	ACCT NO 2768513000	50-81-5760	391.10	391.10	26054	12/09/25
STM120125F	ACCT NO 2883132222	51-80-5760	3,328.03	3,328.03	26054	12/09/25
STM120125G	ACCT NO 3935146000	50-81-5760	39.89	39.89	26054	12/09/25
STM120125H	ACCT NO 5753021222	50-81-5760	37.88	37.88	26054	12/09/25
STM120125I	ACCT NO 7288196000	50-81-5760	526.81	526.81	26054	12/09/25
STM120125J	ACCT NO 7948512111	50-81-5760	47.30	47.30	26054	12/09/25
STM120125K	ACCT NO 9035422000	50-81-5760	39.32	39.32	26054	12/09/25
STM120125L	ACCT NO 0648071222	01-41-5760	384.98	384.98	26054	12/09/25
STM120125M	ACCT NO 1318961222	01-41-5760	53.59	53.59	26054	12/09/25
STM120125N	ACCT NO 6970233333	15-15-5720	33.97	33.97	26054	12/09/25

CLAIMS BY VENDOR

INVOICE NUMBER	VENDOR NAME REFERENCE	GL ACCOUNT #	AMOUNT	PAYMENT AMOUNT	CHECK #	CHECK DATE
STM1201250	COM ED ACCT NO 7783982222	50-81-5760	6,605.20	6,605.20	26054	12/09/25
STM120125P	ACCT NO 5171572000	51-80-5760	3,136.43	3,136.43	26054	12/09/25
STM120125Q	ACCT NO 9718093985	51-80-5760	245.75	245.75	26054	12/09/25
STM120125R	ACCT NO 3885248000	01-42-5710	42.88	42.88	26054	12/09/25
STM120125S	ACCT NO 9003804000	15-15-5720	78.63	78.63	26054	12/09/25
STM120225	DIVISION OF VITAL RECORDS STATE CC FEES	01-13-9250	256.00	256.00	26055	12/09/25
P53799	EJ EQUIPMENT MAINT SERV - EQUIPMENT	01-41-5120	129.59	129.59	26056	12/09/25
25-766172	FIVE STAR ENTERPRISES MAINT SUPP - EQUIPMENT	01-41-6120	72.45	72.45	26057	12/09/25
STM112625	FRONTIER ACCT NO 8151961310	50-81-5520	358.31	358.31	26058	12/09/25
STM120125	ACCT NO 8157722000	01-11-5520	506.24			
	ACCT NO 8157722000	51-80-5520	253.12			
	ACCT NO 8157722000	50-81-5520	253.11			
				1,012.47	26058	12/09/25
2019-30851	GWORKS SOFTWARE/HARDWARE	01-11-5370	7,200.00			
	SOFTWARE/HARDWARE	51-80-5370	7,200.00			
	SOFTWARE/HARDWARE	50-81-5370	7,200.00			
				21,600.00	26059	12/09/25
7268916	HAWKINS, INC CHEMICALS	51-80-6560	1,500.91	1,500.91	26060	12/09/25
FRE54881C	HELM SERVICE MAINT SERV - BLDG	01-31-5110	454.00	454.00	26061	12/09/25
3096	HEUSINKVELD, INC TOURNAMENT AWARDS	01-43-6542	1,760.00	1,760.00	26062	12/09/25
STM120225	HOOK JOAN COMMUNITY ROOM DEPOSIT REFUND	01-31-5200	100.00	100.00	26063	12/09/25
STM120325	IL EPA01 TRAVEL/TRAINING	51-80-5620	10.00	10.00	26064	12/09/25
3272	IL PUBLIC WORKS MUTUAL DUES	01-41-5610	100.00	100.00	26065	12/09/25
VN5108515153	ILLINOIS TOLLWAY TRAVEL/TRAINING	01-11-5620	58.40	58.40	26066	12/09/25
	IMPRINTS LABEL & DECAL					

CLAIMS BY VENDOR

INVOICE NUMBER	VENDOR NAME REFERENCE	GL ACCOUNT #	AMOUNT	PAYMENT AMOUNT	CHECK #	CHECK DATE
26375	IMPRINTS LABEL & DECAL OPERATING SUPPLIES	01-21-6520	420.00	420.00	26067	12/09/25
9110710742	J J KELLER TRAVEL/TRAINING	01-41-5620	335.00	335.00	26068	12/09/25
222190	KUNES AUTO GROUP-STERLING MAINT SERV - VEHICLE	01-41-5130	96.43	96.43	26069	12/09/25
19355607	LEAF MONTHLY COPIER SERVICE	01-11-5390	271.87	271.87	26070	12/09/25
STM120125	MEDIACOM ACCT NO 8384880210090340	51-80-5520	358.60	358.60	26071	12/09/25
STM120525	MOON, MIKE CELL PHONE	01-21-5520	60.12	60.12	26072	12/09/25
STM120225	MORRISON FIRE DEPARTMENT PROPERTY TAX DISTRIBUTION	12-12-5460	1,532.18	1,532.18	26073	12/09/25
STM120325	MORRISON TRUE VALUE ACCT NO 276571	01-41-6520	30.49	30.49	26074	12/09/25
STM120325A	ACCT NO 276576	50-81-6520	5.59	5.59	26074	12/09/25
STM120325B	ACCT NO 27657	01-11-6520	19.98	19.98	26074	12/09/25
STM120325C	ACCT NO 276574	01-21-6520	10.05	10.05	26074	12/09/25
STM120325D	ACCT NO 276573	01-42-6520	84.94	84.94	26074	12/09/25
STM120325E	ACCT NO 276572	51-80-6520	41.15	41.15	26074	12/09/25
STM112025	NICOR GAS ACCT NO 40023838523	01-41-5710	372.98	372.98	26075	12/09/25
STM112425	ACCT NO 19988138806	51-80-5710	86.29	86.29	26075	12/09/25
STM112425A	ACCT NO 11174467693	50-81-5710	62.85	62.85	26075	12/09/25
STM112425B	ACCT NO 27638541113	01-42-5710	69.01	69.01	26075	12/09/25
STM120125	ACCT NO 83659320002	01-42-5710	133.01	133.01	26075	12/09/25
STM120225	ODELL PUBLIC LIBRARY PROPERTY TAX DISTRIBUTION	18-18-5460	2,098.87	2,098.87	26076	12/09/25
257234687	PACE ANALYTICAL SERVICES LAB FEES	50-81-5420	50.00	50.00	26077	12/09/25
257235026	LAB FEES	51-80-5420	58.00	58.00	26077	12/09/25

CLAIMS BY VENDOR

INVOICE NUMBER	VENDOR NAME REFERENCE	GL ACCOUNT #	AMOUNT	PAYMENT AMOUNT	CHECK #	CHECK DATE
257235068	PACE ANALYTICAL SERVICES LAB FEES	51-80-5420	29.00	29.00	26077	12/09/25
STM111925	QUALITY UNDERGROUND LLC TEMP WATER REFUND/DEPOSIT	51-80-3610	129.63	129.63	26013	11/19/25
357	RANDY NELSON ELECTRIC MAINT SERV - BLDG	01-31-5110	445.00	445.00	26078	12/09/25
2447531	RAY O'HERRON CO, INC CUST NO 00-61270PD	01-21-6520	198.00	198.00	26079	12/09/25
0721-008653297	REPUBLIC SERVICES ACCT NO 3-0721-0231094	14-14-5730	143.22	143.22	26080	12/09/25
242787	STRATUS NETWORKS ACCT NO 8697	01-11-5350	357.46	357.46	26081	12/09/25
243082	ACCT NO 8848	01-41-5350	299.34	299.34	26081	12/09/25
STM112125	SUPERWASH, INC. MAINT - VEHICLE	01-21-5130	300.00	300.00	26014	11/21/25
6022761-202511-1	TRANSUNION RISK ACCT ID 6022761	01-21-5480	179.55	179.55	26082	12/09/25
INV00874646	USA BLUEBOOK OPERATING SUPPLIES	51-80-6520	548.36	548.36	26083	12/09/25
INV00881520	MAINT SUPP - SAFETY EQUIPMENT	50-81-6142	497.35	497.35	26083	12/09/25
STM120225	WHITESIDE CO RECORDER RECORD DEEDS	01-42-9230	60.00	60.00	26084	12/09/25
STM120325	RECORD DEEDS	01-42-9230	60.00	60.00	26084	12/09/25
134171	WILLIAM & MARY COMPUTER C EQUIPMENT/VEHICLES	01-42-8730	787.50	787.50	26085	12/09/25
0176746-IN	ZIMMER & FRANCESCON, INC. MAINT SUPP - UTILITY SYSTEM	51-80-6151	306.01	306.01	26086	12/09/25
0176793-IN	OPERATING SUPPLIES	51-80-6520	108.45	108.45	26086	12/09/25
REPORT TOTAL			=====	110,930.65		

City of MORRISON

200 West Main Street
Morrison, Illinois 61270-2400
Phone 815.772.7657
Fax 815.772.4291
morrisonil.org



Historic Preservation Commission

Minutes

December 2, 2025, 5:00 p.m. City Hall

The Historic Preservation Commission met on December 2, 2025. Chairperson Barb Bees called the meeting to order at 5:03 p.m. Executive secretary Barb King recorded the minutes.

Commission members present were Barb Bees, Lynn Kenady, John Tomasino, Ned Nesti and Greg Kruse.

Commission member Kruse moved to approve November 4, 2025, meeting minutes; seconded by commission member Kenady. On a voice vote, the motion carried.

New Business

None.

Old Business

None.

Other Considerations

The mayor acknowledged receipt of the letter recommending the appointment of a special committee to collaborate with IDOT on the Route 30 project and expressed support for the committee.

Commission members discussed the availability and allotment of Building Improvement Program funds.

The next regularly scheduled meeting will be **January 6, 2026 @ 5:00 p.m.**

At approximately 5:28 p.m. commission member Kenady moved to adjourn the meeting; seconded by commission member Nesti. On a voice vote, the motion carried.

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Cloud-based ERP solutions designed specifically
for local government and their residents.



Introduction

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Since 1987, BS&A Software has been providing exceptional software solutions to local governments.

BS&A Software empowers local governments with cloud-based solutions designed to make public service easier, more efficient, and more effective. From finance to community development, our products help municipalities deliver better services with transparency, simplicity, and unparalleled support.

BS&A Cloud Platform

The BS&A Cloud Platform is a complete, cloud-based ERP solutions built for municipalities – giving you the power to manage finances, human resources, utilities, property tax, payments, and more, all in one place. No more expensive, on-site hardware; instead, securely access your applications online from any device, anywhere, anytime. Our cloud-based platform was specifically developed to meet the demands of local government, with the convenience and functionality to streamline daily operations. Hosted in Microsoft Azure data centers, the BS&A Cloud platform lets you access the latest tools while we handle updates, security, and maintenance – so you can focus on efficiency and better serving your community.

Key benefits of the BS&A Cloud Platform



Access anytime, anywhere

Whether you're at the office, in a meeting, or working remotely, our Cloud Platform keeps you fully connected with flexibility to ensure you have access to your data anytime, anywhere.



Remote, but collaborative

Your team can easily work from different locations, accessing and sharing data in real-time. This simplifies collaboration and helps reduce redundant tasks across departments.



Scalable cost-effectiveness

Say goodbye to costly hardware upgrades. The BS&A Cloud Platform minimizes the need for on-premise infrastructure, so you can enjoy predictable, subscription-based pricing that grows with your community's needs, instead of outgrowing your systems.



Automatic updates

With the cloud-based ERP solutions, you're always working with the latest version of our software. Updates are handled seamlessly, so you can continue your work uninterrupted, while also benefiting from the newest features and enhanced security and compliance measures.



Advanced security

We know that data security is critical. Hosted in Microsoft Azure, our cloud platform uses top-tier security measures to protect your data.



Data backup and recovery

Your data is backed up securely within the cloud, ensuring stringent security compliance protocol that allows for advanced protection measures and data breach monitoring to protect against potential cyberattacks.

Software that works as hard as you do

From managing finance to providing payment options with resident, we have the solutions you need to better manage your municipality.

Supporting every corner of your community

BS&A Software delivers intuitive solutions designed to simplify local government operations. Our cloud-based products are purpose-built to meet municipalities' diverse needs, helping you manage essential services with ease and precision. Explore how each tightly integrated solution can make your work more efficient, productive, and impactful.

The BS&A Software suite streamlines everything from financial management to resident engagement – with access anytime, anywhere.

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- Utilities Management
- Payments
- Human Resource Management
- Community Development
- Assessing and Property Tax
- Online Self-Service Portal*

* Formerly BS&A Online

Our Innovative Solutions

Tightly-integrated, cloud-based ERP software to efficiently manage operations and a self-service portal for residents designed exclusively for municipalities.

ERP Software Solutions	Financial Management	Human Resource Management	Utilities Management	Community Development	Assessing and Property Tax
	• General Ledger • Budgeting • Project & Grant Accounting • Bank Reconciliation • Cash Receipting • Accounts Payable • Accounts Receivable • Purchase Order • Fixed Assets • Inventory Management	• Payroll • Human Resources • Timesheets • Employee Self Service	• Utility Billing • Work Orders • Service Requests	• Building, Permits, and Inspections • Planning, Zoning, and Engineering • Code Enforcement • Business Licensing	• Assessing/Equalization • Property Tax/County Tax • County Delinquent Tax • Special Assessment
Online Self-Service Portal*	• Over the Counter Payments		• Online Bill Pay	• Inspection Requests • Permit Applications • Certificate Renewals • PZE Applications • Business Licenses	• Public Records Search • Online Bill Pay

* Formerly BS&A Online

December 8, 2025 / 15

Financial Management

Take control of your finances with our fully integrated financial management solutions. Manage general ledger, accounts payable, budgeting, and more—all in one streamlined cloud platform.

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- General Ledger
- Accounts Payable
- Accounts Receivable
- Cash Receipting
- Fixed Assets
- Purchase Order
- Budgeting
- Project & Grant Accounting
- Bank Reconciliation



Utilities Management

Our Utilities Management simplifies the billing process from start to finish. It tracks usage, generates accurate bills, and provides residents with a smooth payment experience, leaving less room for error and more time for efficiency.

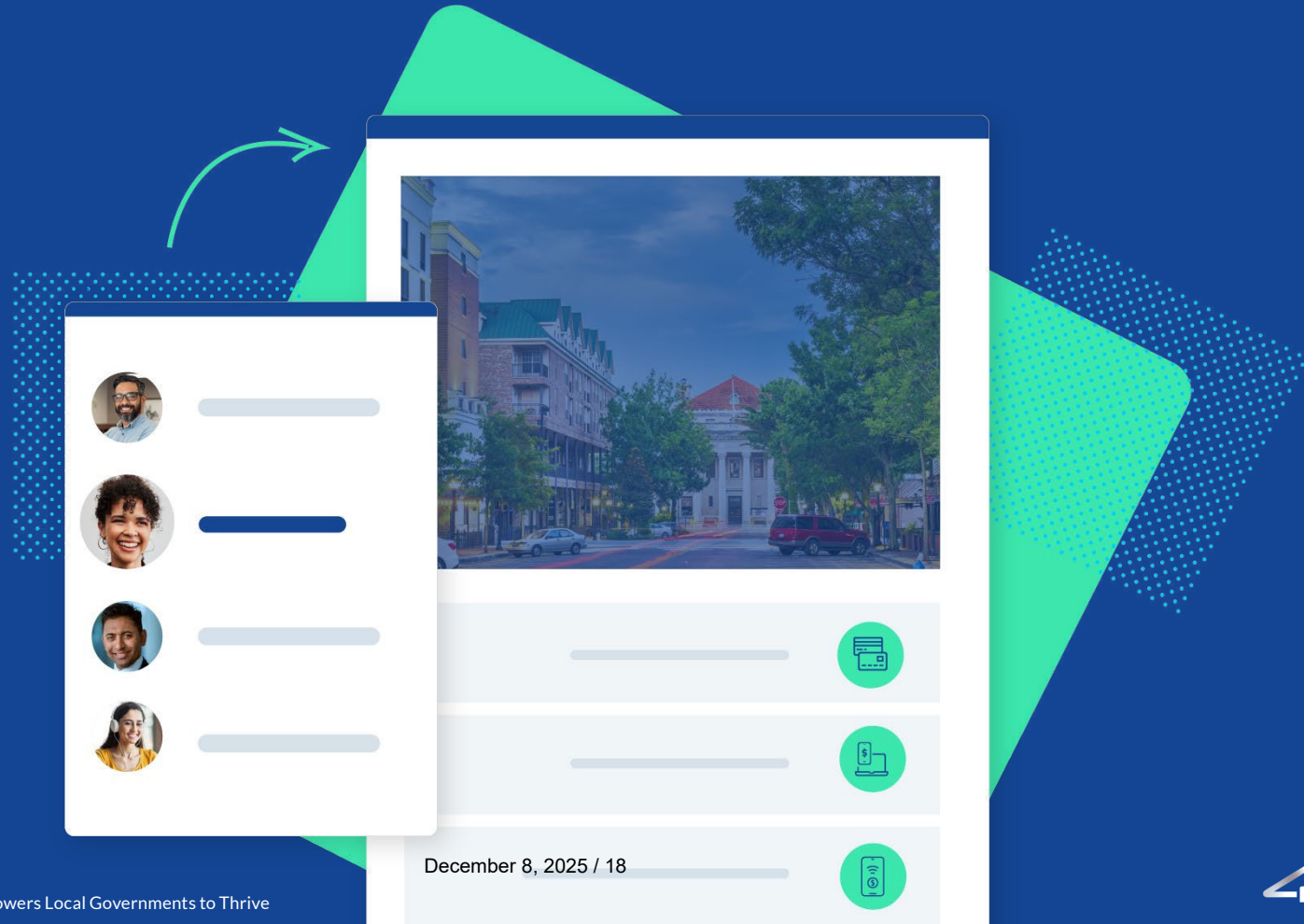
-  Customizable billing cycles and flexible fees
-  ACH payment and paperless options
-  Integration with work order management for efficient operations
-  Integrated payment processing
-  Resident-friendly payment options



BS&A Payments

BS&A's Payments solution provides secure, straightforward payment processing for your community. Accept secure payments anytime — built to handle taxes, utilities, and more.

-  Multiple payment methods and recurring options
-  Secure, compliant processing and detailed reporting
-  Resident-friendly access from any device





Human Resources Management

Our HR Management software is designed with your people in mind. It covers payroll, employee records, time tracking, and benefits administration. Created to simplify processes and support your team, so you can focus on the people who keep your community thriving.

-  Payroll automation and reporting compliance
-  Self-service options for employees
-  Flexible leave accrual and benefit management

Community Development

Our Community Development suite helps you stay organized, compliant, and ready to grow, from permits and inspections to code enforcement. It allows you to handle projects and approvals with ease, ensuring future planning will have a long-lasting, positive impact on your community.

-  A comprehensive suite including Permitting, Inspections, Code Enforcement, Planning, Zoning, and Engineering
-  Project management and tracking
-  Code compliance features for seamless operations



Assessing & Property Tax

Our Assessing & Property Tax solutions offer all the tools needed for accurate property assessments, exemptions, appeals, and seamless tax collection. Keep your assessments accurate and your revenue on track.

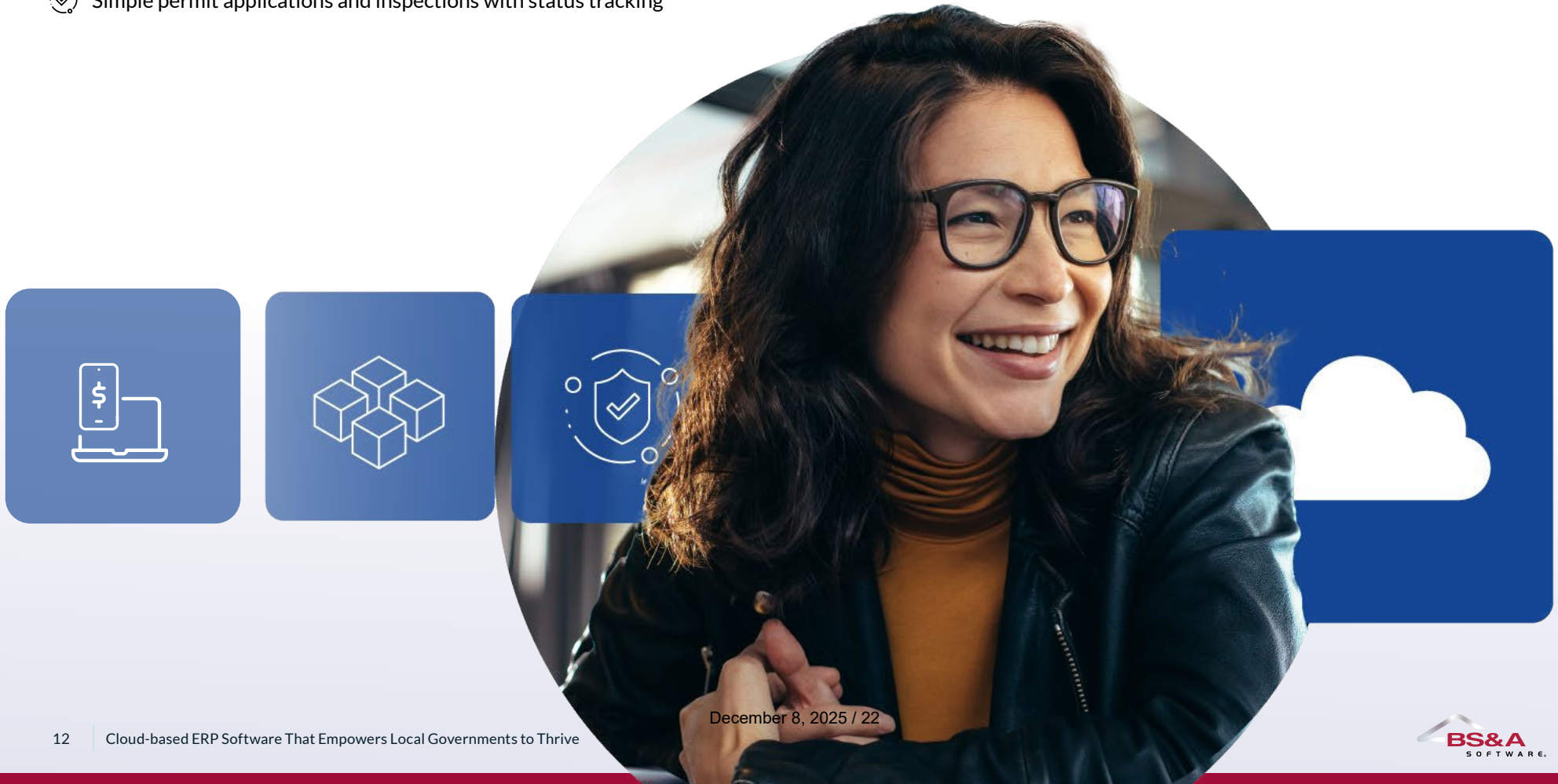
-  Seamless property assessment and tax collection
-  Exemption tracking and appeals management
-  Comprehensive tax administration features



Online Self-Service Portal

Formerly called BS&A Online, our Online Self-Service Portal makes it easy for residents, businesses, and contractors to interact with your municipality. They can view public records, pay bills, and submit permits anytime, anywhere, helping build a connected, engaged community.

- 🕒 24/7 public records access and payment portal
- 🛡️ Secure online billing and ACH options
- ✅ Simple permit applications and inspections with status tracking



BS&A Software is a leading provider of cloud-based ERP solutions for local governments.

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☎ **855-272-7638**

14965 Abbey Lane, Bath, MI, 48808
855-272-7638
www.bsasoftware.com
inquiry@bsasoftware.com



BS&A
CUSTOMER ORDER FORM

This Customer Order Form (this “**Order**”) is entered into as of the “**Effective Date**” identified below between BS&A Software, LLC, a Delaware limited liability company with offices located at 14965 Abbey Lane, Bath, MI 48808 (“**BS&A**”) and the “**Customer**” identified below. Capitalized terms used but not defined in this Order have the meanings given them elsewhere in the Agreement (as defined below). BS&A and Customer may be referred to herein collectively as the “**Parties**” or individually as a “**Party**”. The Parties hereby agree as follows:

Customer Name: City of Morrison, Whiteside County IL	Sponsor Contact: []
Billing Address: []	Sponsor Phone: []
Accounts Payable Email: []	Sponsor Email: []

Platform and Fee Information

Effective Date: []	
Platform Description: Those modules and feature packs of BS&A’s proprietary hosted enterprise resource planning service for managing local government functions that are identified in the Pricing Sheet. “Usage Limitations”: ☐ <i>Number of Authorized Users:</i> [INSERT # OF SEATS] ☐ <i>Other:</i> [INSERT OTHER USAGE LIMITATIONS, IF ANY]	
“Initial Subscription Period”: [One (1) year]	Subscription Fees: \$23,785, payable [annually].
The “ Initial Subscription Period ” shall begin the at the earlier date of • One (1) year after the Effective Date for any new software modules • Six (6) months after the Effective Date for any software modules upgrading from BS&A’s .NET Platform	
Professional Services (if any): 77,365	Service Fees (if any):
Other Customer Terms:	

The Customer Agreement (the “**Agreement**”), made and entered into as of the Effective Date between BS&A and Customer, includes and incorporates: (i) the above Order; (ii) any Orders previously or subsequently entered into by the Parties; and (iii) the Customer Terms and Conditions, which are attached to this Order (the “**Terms and Conditions**”); and (iv) the Pricing Sheet attached to this Order (the “**Pricing Sheet**”).

BS&A SOFTWARE, LLC

CITY OF MORRISON, WHITESIDE COUNTY IL

Name: _____
Title: _____

Name: _____
Title: _____

EXHIBIT A
CUSTOMER TERMS AND CONDITIONS

The Parties agree as follows:

1. Definitions.

1.1 **"Authorized User"** means Customer's employees, consultants, contractors, and agents: (i) who are authorized by Customer to access and use the Platform under this Agreement; and (ii) for whom access to the Platform has been purchased hereunder.

1.2 **"BS&A IP"** means the Platform and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, BS&A IP includes Usage Data and any information, data, or other content derived from BS&A's provision of the Platform but does not include Customer Data.

1.3 **"Business Contact Data"** means Personal Information that relates to BS&A's relationship with Customer, including, by way of example and without limitation, the names and contact information of Authorized Users and any other data BS&A collects for the purpose of managing its relationship with Customer, identity verification, or as otherwise required by applicable laws, rules, or regulations.

1.4 **"Customer Data"** means information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Platform, including Business Contact Data; provided that, for purposes of clarity, Customer Data as defined herein does not include Business Contact Data or Usage Data.

1.5 **"Documentation"** means Company's end user documentation relating to the Platform, including any user guides.

1.6 **"Harmful Code"** means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby.

1.7 **"Order"** means: (i) a purchase order, order form, or other ordering document entered into by the Parties that incorporates this Agreement by reference; or (ii) if Customer registered for the Platform through BS&A's online ordering process, the results of such online ordering process.

1.8 **"Personal Information"** means any information that, individually or in combination, does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located, including without limitation all data considered "personal data", "personally identifiable information", or something similar under applicable laws, rules, or regulations relating to data privacy.

1.9 **"Platform"** has the meaning set forth on the Order.

1.10 **"Professional Services"** means training, migration, implementation, integration, or other professional services that are provided to Customer in connection with its use of the Platform hereunder.

1.11 **"Subscription Period"** means the time period identified on the Order during which Customer's Authorized Users may access and use the Platform.

1.12 **"Third-Party Products"** means any third-party products provided with, integrated with, or incorporated into the Platform.

1.13 **"Usage Data"** means usage data collected and processed by BS&A in connection with Customer's use of the Platform, including without limitation test configuration metadata, activity logs, and data used to optimize and maintain performance of the Platform, and to investigate and prevent system abuse. For purposes of clarity, Customer Data is not Usage Data and Usage Data does not contain Personal Information or any other Customer Data.

1.14 **"Usage Limitations"** means the usage limitations set forth in this Agreement and the Order, including without limitation any limitations on the number of Authorized Users (if any), and the applicable product, pricing, and support tiers agreed-upon by the Parties.

2. Access and Use.

2.1 Provision of Access. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, including without limitation the Usage Limitations, Customer may, solely through its Authorized Users, access and use the Platform during the Subscription Period on a non-exclusive, non-transferable (except in compliance with Section 15.9), and non-sublicensable basis. Such use is limited to Customer's internal business purposes and the features and functionalities specified in the Order. Each Authorized User must have its own unique account on the Platform and Authorized Users may not share their account credentials with one another or any third party. Customer will be responsible for all of the acts and omissions of its Authorized Users in connection with this Agreement and for all use of Authorized Users' accounts.

2.2 Documentation License. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, Company hereby grants to Customer a non-exclusive, non-transferable (except in compliance with Section 15.9), and non-sublicensable license to use the Documentation during the Subscription Period solely for Customer's internal business purposes in connection with its use of the Platform.

2.3 Use Restrictions. Customer shall not use the Platform for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of any BS&A IP, whether in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform or Documentation to any third party; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Platform, in whole or in part; (iv) remove any proprietary notices from any BS&A IP; (v) use any BS&A IP in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; (vi) access or use any BS&A IP for purposes of competitive analysis of BS&A or the Platform, the development, provision, or use of a competing software service or product, or any other purpose that is to BS&A's detriment or commercial disadvantage; (vii) bypass or breach any security device or protection used by the Platform or access or use the Platform other than by an Authorized User through the use of valid access credentials; (viii) input, upload, transmit, or otherwise provide to or through the Platform any information or materials, including Customer Data, that are unlawful or injurious or that infringe or otherwise violate any third party's intellectual property or other rights, or that contain, transmit, or activate any Harmful Code; or (ix) use any BS&A IP for any activity where use or failure of the BS&A IP could lead to death, personal injury, or environmental damage, including life support systems, emergency services, nuclear facilities, autonomous vehicles, or air traffic control.

2.4 Reservation of Rights. BS&A reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the BS&A IP.

2.5 Suspension. Notwithstanding anything to the contrary in this Agreement, BS&A may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Platform if: (i) BS&A reasonably determines that (a) there is a threat or attack on any of the BS&A IP; (b) Customer's or any Authorized User's use of the BS&A IP disrupts or poses a security risk to the BS&A IP or to any other customer or vendor of BS&A; (c) Customer, or any Authorized User, is using the BS&A IP for fraudulent or illegal activities; (d) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (e) BS&A's provision of the Platform to Customer or any Authorized User is prohibited by applicable law; or (f) any Customer Data submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Platform may infringe or otherwise violate any third party's intellectual property or other rights; (ii) any vendor of BS&A has suspended or terminated BS&A's access to or use of any Third-Party Products required to enable Customer to access the Platform; or (iii) in accordance with Section 7.1 (any such suspension described in subclauses (i), (ii), or (iii), a "**Service Suspension**"). BS&A shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Platform following any Service Suspension. BS&A shall use commercially reasonable efforts to resume providing access to the Platform as soon as reasonably possible after the event giving rise to the Service Suspension is cured. BS&A will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

2.6 Business Contact Data and Usage Data. Notwithstanding anything to the contrary in this Agreement,

BS&A may process Business Contact Data: (i) to manage BS&A's relationship with Customer; (ii) to carry out BS&A's core business operations, such as, by way of example and without limitation, accounting, audits, tax preparation and for filing and compliance purposes; (iii) to monitor, investigate, prevent and detect fraud, security incidents and other misuse of the Platform, and to prevent harm to BS&A, Customer, and BS&A's other customers; (iv) for identity verification purposes; and (v) to comply with applicable laws, rules, and regulations relating to the processing and retention of Personal Information to which BS&A may be subject. BS&A may process Usage Data for any lawful purpose, including to monitor, maintain, and optimize the Platform. '

3. Customer Responsibilities.

3.1 General. Customer is responsible and liable for all uses of the Platform and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Platform and shall cause Authorized Users to comply with such provisions.

3.2 Third-Party Products. BS&A may from time to time make Third-Party Products available to Customer or BS&A may allow for certain Third-Party Products to be integrated with the Platform to allow for the transmission of Customer Data from such Third-Party Products into the Platform. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions. BS&A is not responsible for the operation of any Third-Party Products and makes no representations or warranties of any kind with respect to Third-Party Products or their respective providers. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install or use such Third-Party Products. By authorizing BS&A to transmit Customer Data from Third-Party Products into the Platform, Customer represents and warrants to BS&A that it has all right, power, and authority to provide such authorization.

3.3 Customer Control and Responsibility. Customer has and will retain sole responsibility for: (i) all Customer Data, including its content and use; (ii) all information, instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Platform; (iii) Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party platforms or service providers ("**Customer Systems**"); (iv) the security and use of Customer's and its Authorized Users' access credentials; and (v) all access to and use of the Platform directly or indirectly by or through the Customer Systems or its or its Authorized Users' access credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use. For purposes of clarity, Customer Systems do not include BS&A's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems, and networks operated directly by BS&A and its third-party service providers.

4. Support. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, including payment of applicable Fees, BS&A will use commercially reasonable efforts to provide Customer with basic customer support via BS&A's standard support channels during BS&A's normal business hours.

5. Professional Services. BS&A will perform Professional Services as described in an Order. Customer will provide BS&A all reasonable cooperation required for BS&A to perform the Professional Services, including without limitation timely access to any reasonably required Customer materials, information, or personnel. Subject to any limitations identified in an Order, Customer will reimburse BS&A's reasonable travel and lodging expenses incurred in providing Professional Services. To the extent the Professional Services result in any work product of any kind or character ("**Work Product**"), all such Work Product will remain owned solely and exclusively by BS&A and, to the extent any such Work Product consists of enhancements, improvements, or other modifications to the Platform, such Work Product may be used by Customer solely in connection with Customer's authorized use of the Platform under this Agreement.

6. Insurance. During the Subscription Period, BS&A shall procure and maintain appropriate insurance policies with coverage limits that are commensurate with industry standards and sufficient to protect against potential risks associated with this Agreement. The insurance policies shall be obtained from reputable and financially sound insurance providers, and BS&A agrees to provide proof of such insurance upon request by Customer.

7. Fees and Taxes.

7.1 Fees. The Platform may be provided for a fee or other charge. Customer shall pay BS&A the fees (“**Fees**”) identified in the Order without offset or deduction at the cadence identified in the Order (e.g., monthly or annually). BS&A may increase the Fees annually, provided that BS&A will provide Customer at least thirty (30) days’ notice of such increase prior to the end of the then-current Term. The amount of the Fee increase will be in BS&A’s sole discretion, provided that Customer agrees that the increase may be at least the greater of: (i) five percent (5%); or (ii) the annual increase in the relevant Consumer Price Index for all Urban Consumers published by the Bureau of Labor Statistics for the then-current calendar year, in each case as compared to the Fees applicable during then-current Term, as applicable. Fees paid by Customer are non-refundable. Customer shall make all payments hereunder in US dollars by ACH or via another reasonable method chosen by BS&A, to such account as BS&A may specify in writing from time to time, or by another mutually agreed-upon payment method. If Customer pays via invoice, Customer will pay the invoiced amount within thirty (30) calendar days of the invoice date. If Customer fails to make any payment when due, and Customer has not notified BS&A in writing within ten (10) days of the payment becoming due and payable that the payment is subject to a good faith dispute, without limiting BS&A’s other rights and remedies, and to the fullest extent permissible under applicable law: (i) BS&A may charge interest on the undisputed past due amount at the rate of 1.5% per month, calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse BS&A for all reasonable costs incurred by BS&A in collecting any late payments or interest, including attorneys’ fees, court costs, and collection agency fees; and (iii) if such failure continues for ten (10) days or more, BS&A may suspend Customer’s and its Authorized Users’ access to all or any part of the Platform until such amounts are paid in full.

7.2 Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on BS&A’s income.

8. Confidential Information.

8.1 Definition. From time to time during the Subscription Period, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media that: (i) is marked, designated or otherwise identified as “confidential” or something similar at the time of disclosure or within a reasonable period of time thereafter; or (ii) would be considered confidential by a reasonable person given the nature of the information or the circumstances of its disclosure (collectively, “**Confidential Information**”). Except for Personal Information, Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party without use of, reference to, or reliance upon the disclosing Party’s Confidential Information.

8.2 Duty. The receiving Party shall not disclose the disclosing Party’s Confidential Information to any person or entity, except to the receiving Party’s employees, contractors, and agents who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder (“**Representatives**”). The receiving Party will be responsible for all the acts and omissions of its Representatives as they relate to Confidential Information hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party’s rights under this Agreement, including to make required court filings. Further, notwithstanding the foregoing, each Party may disclose the terms and existence of this Agreement to its actual or potential investors, debtholders, acquirers, or merger partners under customary confidentiality terms.

8.3 Return of Materials; Effects of Termination/Expiration. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party’s Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party’s obligations of non-use and non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire three (3) years from the date of termination or expiration of this Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

9. Data Security and Processing of Personal Information.

9.1 Customer Data. Customer hereby grants to BS&A a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for BS&A to provide the Platform and otherwise perform its obligations hereunder. Customer may export the Customer Data at any time through the features and functionalities made available via the Platform. For the avoidance of doubt, aggregated, de-identified, and anonymized portions, sets, or other combinations of Customer Data that do not contain personally identifying elements of Customer's identity or of any Authorized Users are Usage Data and not Customer Data.

9.2 Security Measures. BS&A will implement and maintain commercially reasonable administrative, physical, and technical safeguards designed to protect Customer Data (including Personal Information provided as part of Business Contact Data) from unauthorized access, use, alteration, or disclosure.

9.3 Processing of Personal Information. BS&A's rights and obligations with respect to Personal Information that it collects directly from individuals (if any) are set forth in BS&A's Privacy Policy (as amended from time to time in accordance with its terms). Personal Information processed by BS&A on behalf of Customer is considered Customer Data and is governed by the terms of this Agreement.

10. Intellectual Property Ownership; Feedback.

10.1 BS&A IP. Customer acknowledges that, as between Customer and BS&A, BS&A owns all right, title, and interest, including all intellectual property rights, in and to the BS&A IP and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.

10.2 Usage Data. Customer acknowledges that, as between BS&A and Customer, BS&A owns all right, title, and interest, including all intellectual property rights, in and to the Usage Data.

10.3 Customer Data. BS&A acknowledges that, as between BS&A and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data.

10.4 Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to BS&A by mail, email, telephone, or otherwise, suggesting or recommending changes to the BS&A IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), BS&A is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback.

11. Mutual Warranties; Disclaimer of Other Warranties.

11.1 Mutual Warranties. Each party hereby represents and warrants to the other that: (i) it has the full right, power, and authority to enter into, execute, and perform its obligations under this Agreement without any conflict with or violation of any other obligations to which it may be subject; and (ii) this Agreement is binding on such party in accordance with its terms.

11.2 Disclaimer of Other Warranties. THE BS&A IP IS PROVIDED "AS IS" AND BS&A HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. BS&A SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. BS&A MAKES NO WARRANTY OF ANY KIND THAT THE BS&A IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER PLATFORM, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

12. Indemnification.

12.1 BS&A Indemnification.

(a) BS&A shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") brought against Customer alleging that the Platform, or any use of the Platform in accordance with this Agreement, infringes or misappropriates such third party's US intellectual

property rights; provided that Customer promptly notifies BS&A in writing of the claim, cooperates with BS&A, and allows BS&A sole authority to control the defense and settlement of such claim.

(b) If such a claim is made or appears possible, Customer agrees to permit BS&A, at BS&A's sole discretion: to (i) modify or replace the Platform, or component or part thereof, to make it non-infringing; or (ii) obtain the right for Customer to continue use. If BS&A determines that neither alternative is reasonably commercially available, BS&A may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, and as Customer's sole and exclusive remedy therefor, BS&A will provide to Customer a prorated refund of prepaid, unused Fees attributable to the Platform (and not including any one-time Fees for Professional Services).

(c) This Section 12.1 will not apply to the extent that the alleged infringement arises from: (i) use of the Platform in combination with data, software, hardware, equipment, or technology not provided by BS&A or authorized by BS&A in writing; (ii) modifications to the Platform not made by BS&A; (iii) Customer Data; or (iv) Third-Party Products.

12.2 Customer Indemnification. To the extent permitted under applicable laws, Customer shall indemnify, hold harmless, and, at BS&A's option, defend BS&A from and against any Losses resulting from any Third-Party Claim alleging that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property or other rights and any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Platform in a manner not authorized by this Agreement; or (iii) use of the Platform in combination with data, software, hardware, equipment or technology not provided by BS&A or authorized by BS&A in writing; in each case provided that Customer may not settle any Third-Party Claim against BS&A unless BS&A consents to such settlement, and further provided that BS&A will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

12.3 Sole Remedy. THIS SECTION 12.3 SETS FORTH CUSTOMER'S SOLE REMEDIES AND BS&A'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE PLATFORM INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

13. Limitations of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (i) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (ii) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (iii) LOSS OF GOODWILL OR REPUTATION; (iv) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (v) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER BS&A WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID AND/OR PAYABLE TO BS&A UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM. THE FOREGOING LIMITATIONS OF LIABILITY WILL NOT APPLY WITH RESPECT TO LIABILITIES ARISING FROM: (A) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 8; (B) A PARTY'S GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT; OR (C) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 12 (PROVIDED THAT BS&A'S TOTAL AGGREGATE LIABILITY IN CONNECTION WITH SUCH INDEMNIFICATION OBLIGATIONS WILL NOT EXCEED THREE TIMES (3X) THE TOTAL AMOUNTS PAID AND/OR PAYABLE TO BS&A UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM).

14. Subscription Period and Termination.

14.1 Subscription Period. The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect for the period identified in the Order (the "**Initial Subscription Period**"). This Agreement will automatically renew for additional successive terms equal to the length of the Initial Subscription Period unless earlier terminated pursuant to this Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term (each a "**Renewal Subscription Period**" and together with the Initial Subscription Period, the "**Subscription Period**").

14.2 Termination. In addition to any other express termination right set forth in this Agreement:

(a) BS&A may terminate this Agreement, effective on written notice to Customer, if Customer: (i) fails to pay any amount when due hereunder, and such failure continues more than ten (10) calendar days after BS&A's delivery of written notice thereof; or (ii) breaches any of its obligations under Section 2.3 or Section 8;

(b) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) calendar days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(c) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

14.3 Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the BS&A IP and, without limiting Customer's obligations under Section 8, Customer shall delete, destroy, or return all copies of the BS&A IP and certify in writing to the BS&A that the BS&A IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

14.4 Survival. This Section 14.4 and Sections 1, 5, 8, 10, 11, 12, 13, 14.3, and 15 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

15. Miscellaneous.

15.1 Relationship of the Parties. BS&A performs its obligations hereunder as an independent contractor and not a partner, joint venture, or agent of Customer and shall not bind nor attempt to bind Customer to any contract without Customer's prior written approval on a case-by-case basis. BS&A is responsible for hiring, firing, and supervising its personnel is solely responsible hereunder for its personnel, including without limitation for: (a) payment of compensation to such personnel; (b) withholding (if applicable), paying, and reporting, for all personnel assigned to perform services (including Professional Services) in connection with this Agreement, applicable tax withholding, social security taxes, employment head taxes, unemployment insurance, and other taxes or charges applicable to such personnel; and (c) health or disability benefits, retirement benefits, or welfare, pension, or other benefits (if any) to which such personnel may be entitled. For purposes of clarity, BS&A's personnel will not be eligible to participate in any of Customer's employee benefit plans, fringe benefit programs, group insurance arrangements, or similar programs.

15.2 Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement; and (ii) second, any other documents incorporated herein by reference.

15.3 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

15.4 Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached

this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

15.5 Amendment and Modification. No amendment or modification to this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

15.6 Waiver. No failure or delay by either Party in exercising any right or remedy available to it in connection with this Agreement will constitute a waiver of such right or remedy. No waiver under this Agreement will be effective unless made in writing and signed by an authorized representative of the Party granting the waiver.

15.7 Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

15.8 Governing Law; Submission to Jurisdiction. To the extent permissible under applicable laws, this Agreement is governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware. To the extent permissible under applicable laws, any legal suit, action, or proceeding arising out of or related to this Agreement must be instituted in the federal courts of the United States or the courts of the State of Delaware in each case located in New Castle County, Delaware and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. If Customer is located in a jurisdiction that requires that this Agreement be governed by and construed in accordance with laws other than those of the State of Delaware, or that require any legal suits, actions, or proceedings arising out of or related to this Agreement be instituted in state and federal courts located anywhere other than New Castle County, Delaware, then the Parties agree that such other laws shall apply and to institute any such legal suits, actions, or proceedings in such other jurisdiction(s).

15.9 Assignment. Neither Party may assign any of its rights or delegate any of its obligations hereunder (except in the case of either Party utilizing authorized subcontractors and consultants), in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns. Notwithstanding the foregoing, either Party may freely assign this Agreement to an affiliate or successor in interest in the event of a merger, acquisition, sale of all or substantially all of its assets, corporate reorganization, or other change in control, without the prior consent of the other Party.

15.10 Export Regulation. The Platforms utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Customer shall not, directly or indirectly, export, re-export, or release the Platform or the underlying software or technology to, or make the Platform or the underlying software or technology accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Platform or the underlying software or technology available outside the US.

15.11 US Government Rights. Each of the Documentation and software components that constitute the Platform is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the Documentation and the Platform as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

15.12 Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 8 or, in the case of Customer, Section 2.3, would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

EXHIBIT B
PRICING SHEET
(Based on Quote 1687 dated May 22, 2025)

Cost Summary

Software is licensed for use only by municipality identified on the cover page. If used for additional entities or agencies, please contact BS&A for appropriate pricing. Prices subject to change if the actual count is significantly different than the estimated count. Module fees are charged annually and include unlimited support.

Cloud Modules - Annual Fee

Financial Management

GL-General Ledger	\$2,285.00
AP-Account Payable	\$1,885.00
CR-Cash Receipting	\$2,050.00
AR-Account Receivables	\$1,785.00
Total	\$8,005.00

Personnel Management

PR-Payroll	\$3,110.00
TS-Timesheets	\$1,405.00
Total	\$4,515.00

Community Development

BD-Building Department	\$3,685.00
BL-Business License	\$1,820.00
Total	\$5,505.00

BS&A Online

BSAO-Public Record Search	\$1,735.00
CD-Building	\$1,625.00
Total	\$3,360.00

Utility Billing

UB-Utility Billing	\$2,400.00
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Subtotal	\$23,785.00
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Data Conversions/Database Setup

CR-Manual-Database Setup Setup of Receipt Items/Tender Type	\$1,650.00
AR-Manual-Database Setup Setup of Billing Items, Penalties	\$1,650.00
BD-Manual-Database Setup Setup of Permit and Enforcement Types, Fee Schedules	\$3,300.00
BL-Manual-Database Setup Setup of License Types, Fee Schedules	\$1,650.00
PR-Conversion-gWorks Database setup, employee detail, YTD Values, Check history for up to 5 years	\$5,165.00
GL-Conversion-gWorks COA, Balances, Budget, Journal Transaction history for up to 5 years	\$3,300.00
AP-Conversion-gWorks Vendors, Invoices and check history for up to 5 years	\$2,200.00
UB-Conversion-gWorks Accounts, Services, Deposits, Rates, Meters; Billing & Payment History, Service for up to 5 years	\$3,700.00
Total	\$22,615.00

Data Conversions/Database Setup

No Conversion or Database Setup for:
TS-Timesheets

Custom Import

Custom import from third-party software to populate Building Department database with parcels, properties, and current owners.	\$1,500.00
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Project Management and Implementation Planning

Services include:

- Analyzing customer processes to ensure all critical components are addressed.
- Creating and managing the project schedule in accordance with the customer's existing processes and needs.
- Planning and scheduling training around any planned process changes included in the project plan.
- Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.
- Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.
- Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.
- Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).

Total \$20,250.00

Implementation and Training

- \$1,100/day; Days quoted are estimates; you are billed for actual days used
- Training days quoted/billed in full day increments only

Services include:

- Setting up users and user security rights for each application
- Performing final process and procedure review
- Configuring custom settings in each application to fit the needs of the customer
- Setting up application integration and workflow methods
- Onsite verification of converted data for balancing and auditing purposes
- Training and Go-Live

Setup Days

ITS Setup - FM	Setup Days: 1	\$1,100.00
ITS Setup - HRIS	Setup Days: 1	\$1,100.00
ITS Setup - CD	Setup Days: 1	\$1,100.00
ITS Setup - UB	Setup Days: 1	\$1,100.00
Total Setup Days: 4		Subtotal: \$4,400.00

Training Days

ITS Training - FM	Training Days: 5	\$5,500.00
ITS Training - HRIS	Training Days: 7	\$7,700.00
ITS Training - CD	Training Days: 5	\$5,500.00
ITS Training - BSAO	Training Days: 2	\$2,200.00
ITS Training - UB	Training Days: 7	\$7,700.00
Total Training Days: 26		Subtotal: \$28,600.00
Total Days: 30		Total: \$33,000.00

Cost Totals

Cloud New Purchase – <i>Annual Fee</i>	Subtotal	\$23,785.00
Data Conversion/Database Setup	Subtotal	\$22,615.00
Custom Import	Subtotal	\$1,500.00
Project Management and Implementation Planning	Subtotal	\$20,250.00
Implementation and Training	Subtotal	\$33,000.00

Total Proposed		\$101,150.00
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Estimated Travel Expenses are not outlined in this proposal. The final invoice will reflect actual expenses following the completion of all training activities based on the Federal Guidelines described below.

\$160/\$185/\$225 per day hotel, varies by state
\$90 per day car rental
\$70 per day meals
\$730 per trip airfare/related expenses
\$0.70/mile round trip for drive distance

BS&A Online

Connection Requirements

BS&A Cloud modules require a high-speed internet connection (cable modem or DSL).

Section 466.APPENDIX D Levels 1 to 4 Contract**STANDARD AGREEMENT FOR INTERCONNECTION
OF DISTRIBUTED ENERGY RESOURCES FACILITIES WITH A
CAPACITY LESS THAN OR EQUAL TO 10 MVA**

This agreement (together with all attachments, the “Agreement”) is made and entered into this

4th day of December, 2025, by and between City of Morrison (“interconnection customer”), as an Illinois Municipal corporation organized and existing under the laws of the State of Illinois and Commonwealth Edison Company, (“Electric Distribution Company” or “EDC”), a corporation existing under the laws of the State of Illinois. Interconnection customer and EDC each may be referred to as a “Party”, or collectively as the “Parties”.

Recitals:

Whereas, interconnection customer is proposing to install or direct the installation of a distributed energy (DER) resources or is proposing a generating capacity addition to an existing DER facility, consistent with the interconnection request application form completed by interconnection customer on 10/16/2025; and

Whereas, the interconnection customer will operate and maintain, or cause the operation and maintenance of, the DER facility; and

Whereas, interconnection customer desires to interconnect the DER facility with EDC's electric distribution system.

Now, therefore, in consideration of the premises and mutual covenants set forth in this Agreement, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Parties covenant and agree as follows:

Article 1. Scope and Limitations of Agreement

- 1.1 This Agreement shall be used for all approved interconnection requests for DER facilities that fall under Levels 2, 3 and 4 according to the procedures set forth in Part 466 of the Commission's rules (83 Ill. Adm. Code 466) (referred to as the Illinois Distributed Energy Resources Interconnection Standard).
- 1.2 This Agreement governs the terms and conditions under which the DER facility will interconnect to, and operate in parallel with, the EDC's electric distribution system.
- 1.3 This Agreement does not constitute an agreement to purchase or deliver the interconnection customer's power.

- 1.4 Nothing in this Agreement is intended to affect any other agreement between the EDC and the interconnection customer.
- 1.5 Terms used in this agreement are defined as in Section 466.30 of the Illinois Distributed Generation Interconnection Standard unless otherwise noted.
- 1.6 Responsibilities of the Parties
 - 1.6.1 The Parties shall perform all obligations of this Agreement in accordance with all applicable laws and regulations.
 - 1.6.2 The EDC shall construct, own, operate, and maintain its interconnection facilities in accordance with this Agreement.
 - 1.6.3 The interconnection customer shall construct, own, operate, and maintain its DER facility and interconnection facilities in accordance with this Agreement.
 - 1.6.4 Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for, the facilities that it now or subsequently may own unless otherwise specified in the attachments to this Agreement. Each Party shall be responsible for the safe installation, maintenance, repair and condition of its respective lines and appurtenances on its respective sides of the point of interconnection.
 - 1.6.5 The interconnection customer agrees to design, install, maintain and operate its DER facility so as to minimize the likelihood of causing an adverse system impact on the electric distribution system or any other electric system that is not owned or operated by the EDC.
- 1.7 Parallel Operation Obligations

Once the DER facility has been authorized to commence parallel operation, the interconnection customer shall abide by all operating procedures established in IEEE Standard 1547 and any other applicable laws, statutes or guidelines, including those specified in Attachment 4 of this Agreement.
- 1.8 Metering

The interconnection customer shall be responsible for the cost to purchase, install, operate, maintain, test, repair, and replace metering and data acquisition equipment specified in Attachments 5 and 6 of this Agreement.
- 1.9 Reactive Power

- 1.9.1 Interconnection customers with a DER facility larger than or equal to 1 MVA shall design their DER facilities to maintain a power factor at the point of interconnection between .95 lagging and .95 leading at all times. Interconnection customers with a DER facility smaller than 1 MVA shall design their DER facility to maintain a power factor at the point of interconnection between .90 lagging and .90 leading at all times.
 - 1.9.2 Any EDC requirements for meeting a specific voltage or specific reactive power schedule as a condition for interconnection shall be clearly specified in Attachment 4. Under no circumstance shall the EDC's additional requirements for voltage or reactive power schedules exceed the normal operating capabilities of the DER facility.
 - 1.9.3 If the interconnection customer does not operate the DER facility within the power factor range specified in Attachment 4, or does not operate the distributed generation facility in accordance with a voltage or reactive power schedule specified in Attachment 4, the interconnection customer is in default under this Agreement, and the terms of Article 6.5 apply.
- 1.10 Standards of Operations
- The interconnection customer must obtain all certifications, permits, licenses and approvals necessary to construct, operate and maintain the facility and to perform its obligations under this Agreement. The interconnection customer is responsible for coordinating and synchronizing the DER facility with the EDC's system. The interconnection customer is responsible for any damage that is caused by the interconnection customer's failure to coordinate or synchronize the DER facility with the electric distribution system. The interconnection customer agrees to be primarily liable for any damages resulting from the continued operation of the DER facility after the EDC ceases to energize the line section to which the DER facility is connected. In Attachment 4, the EDC shall specify the shortest reclose time setting for its protection equipment that could affect the DER facility. The EDC shall notify the interconnection customer at least 10 business days prior to adopting a faster reclose time on any automatic protective equipment, such as a circuit breaker or line recloser, that might affect the DER facility.

Article 2. Inspection, Testing, Authorization, and Right of Access**2.1 Equipment Testing and Inspection**

The interconnection customer shall test and inspect its DER facility including the interconnection equipment prior to interconnection in accordance with IEEE Standard 1547 (2003) and IEEE Standard 1547.1 (2005). The interconnection customer shall not operate its DER facility in parallel with the EDC's electric distribution system without prior written authorization by the EDC as provided for in Articles 2.1.1-2.1.3.

2.1.1 The EDC shall perform a witness test after construction of the DER facility is completed, but before parallel operation, unless the EDC specifically waives the witness test. The interconnection customer shall provide the EDC at least 15 business days' notice of the planned commissioning test for the DER facility. If the EDC performs a witness test at a time that is not concurrent with the commissioning test, it shall contact the interconnection customer to schedule the witness test at a mutually agreeable time within 10 business days after the scheduled commissioning test designated on the application. If the EDC does not perform the witness test within 10 business days after the commissioning test, the witness test is deemed waived unless the Parties mutually agree to extend the date for scheduling the witness test, or unless the EDC cannot do so for good cause, in which case, the Parties shall agree to another date for scheduling the test within 10 business days after the original scheduled date. If the witness test is not acceptable to the EDC, the EDC shall deliver in writing a detailed technical description of all deficiencies of the DER facility identified by the EDC during the witness test. The interconnection customer has 30 business days after receipt of the written description to address and resolve any deficiencies. This time period may be extended upon agreement between the EDC and the interconnection customer. If the interconnection customer fails to address and resolve the deficiencies to the satisfaction of the EDC, the applicable cure provisions of Article 6.5 shall apply. The interconnection customer shall, if requested by the EDC, provide a copy of all documentation in its possession regarding testing conducted pursuant to IEEE Standard 1547.1.

2.1.2 If the interconnection customer conducts interim testing of the DER facility prior to the witness test, the interconnection customer shall obtain permission from the EDC before each occurrence of operating the DER facility in parallel with the electric distribution system. The EDC may, at its own expense, send qualified personnel to the DER facility to observe such interim testing, but it cannot mandate that these tests be considered in the final witness test. The EDC is not required to observe the interim testing or precluded from requiring the tests be repeated at the final witness test. During and leading up to the witness test, the EDC shall not limit the interconnection customer's ability to test the DER facility during normal working hours except for safety and reliability reasons.

2.1.3 After the DER facility passes the witness test, the EDC shall affix an authorized signature to the certificate of completion and return it to the interconnection

customer approving the interconnection and authorizing parallel operation. The authorization shall not be conditioned or delayed and the EDC shall return the signed certificate of completion to interconnection customer no more than 10 business days after the date that the DER facility passes the witness test.

2.2 Commercial Operation

The interconnection customer shall not operate the DER facility, except for interim testing as provided in Article 2.1, until such time as the certificate of completion is signed by all Parties.

2.3 Right of Access

The EDC must have access to the disconnect switch and metering equipment of the DER facility at all times. When practical, the EDC shall provide notice to the interconnection customer prior to using its right of access.

Article 3. Effective Date, Term, Termination, and Disconnection

3.1 Effective Date

This Agreement shall become effective upon execution by all Parties.

3.2 Term of Agreement

This Agreement shall become effective on the effective date and shall remain in effect unless terminated in accordance with Article 3.3 of this Agreement.

3.3 Termination

3.3.1 The interconnection customer may terminate this Agreement at any time by giving the EDC 30 calendar days prior written notice.

3.3.2 Either Party may terminate this Agreement after default pursuant to Article 6.5.

3.3.3 The EDC may terminate, upon 60 calendar days' prior written notice, for failure of the interconnection customer to complete construction of the DER facility within 12 months after the in-service date as specified by the Parties in Attachment 2, which may be extended by agreement between the Parties.

3.3.4 The EDC may terminate this Agreement, upon 60 calendar days' prior written notice, if the interconnection customer has abandoned, cancelled, permanently disconnected or stopped development, construction, or operation of the DER facility, or if the interconnection customer fails to operate the DER facility in parallel with the EDC's electric system for three consecutive years.

3.3.5 Upon termination of this Agreement, the DER facility will be disconnected from the EDC's electric distribution system. Terminating this Agreement does not relieve either Party of its liabilities and obligations that are owed or continuing when the Agreement is terminated.

3.3.6 If the Agreement is terminated, the interconnection customer loses its position in the interconnection queue.

3.4 Temporary Disconnection

A Party may temporarily disconnect the DER facility from the electric distribution system in the event one or more of the following conditions or events occurs:

3.4.1 Emergency conditions – shall mean any condition or situation: (1) that in the judgment of the Party making the claim is likely to endanger life or property; or (2) that the EDC determines is likely to cause an adverse system impact, or is likely to have a material adverse effect on the EDC's electric distribution system, interconnection facilities or other facilities, or is likely to interrupt or materially interfere with the provision of electric utility service to other customers; or (3) that is likely to cause a material adverse effect on the DER facility or the interconnection equipment. Under emergency conditions, the EDC or the interconnection customer may suspend interconnection service and temporarily disconnect the DER facility from the electric distribution system. The EDC must notify the interconnection customer when it becomes aware of any conditions that might affect the interconnection customer's operation of the DER facility. The interconnection customer shall notify the EDC when it becomes aware of any condition that might affect the EDC's electric distribution system. To the extent information is known, the notification shall describe the condition, the extent of the damage or deficiency, the expected effect on the operation of both Parties' facilities and operations, its anticipated duration, and the necessary corrective action.

3.4.2 Scheduled maintenance, construction, or repair – the EDC may interrupt interconnection service or curtail the output of the DER facility and temporarily disconnect the DER facility from the EDC's electric distribution system when necessary for scheduled maintenance, construction, or repairs on EDC's electric distribution system. The EDC shall provide the interconnection customer with notice no less than 5 business days before an interruption due to scheduled maintenance, construction, or repair, or the EDC shall provide notice immediately if the scheduled maintenance, construction, or repair is scheduled less than 5 business days in advance. The EDC shall coordinate the reduction or temporary disconnection with the interconnection customer; however, the interconnection customer is responsible for out-of-pocket costs incurred by the EDC for deferring or rescheduling maintenance, construction or repair at the interconnection customer's request.

3.4.3 Forced outages – The EDC may suspend interconnection service to repair the EDC's electric distribution system. The EDC shall provide the interconnection customer with prior notice, if possible. If prior notice is not possible, the EDC shall, upon written request, provide the interconnection customer with written documentation, after the fact, explaining the circumstances of the disconnection.

- 3.4.4 Adverse system impact – the EDC must provide the interconnection customer with written notice of its intention to disconnect the DER facility, if the EDC determines that operation of the DER facility creates an adverse system impact. The documentation that supports the EDC's decision to disconnect must be provided to the interconnection customer. The EDC may disconnect the DER facility if, after receipt of the notice, the interconnection customer fails to remedy the adverse system impact, unless emergency conditions exist, in which case, the provisions of Article 3.4.1 apply. The EDC may continue to leave the generating facility disconnected until the adverse system impact is corrected.
- 3.4.5 Modification of the DER facility – The interconnection customer must receive written authorization from the EDC prior to making any change to the DER facility, other than a minor equipment modification. If the interconnection customer modifies its facility without the EDC's prior written authorization, the EDC has the right to disconnect the DER facility until such time as the EDC concludes the modification poses no threat to the safety or reliability of its electric distribution system.
- 3.4.6 The EDC's compliance with Article 3 shall preclude any claim for damage for any lost opportunity or other costs incurred by the interconnection customer as a result of an interruption of service under Article 3. Any dispute over whether the EDC complied with Article 3 shall be resolved in accordance with the dispute resolution mechanism set forth in Article 8.

Article 4. Cost Responsibility for Interconnection Facilities and Distribution Upgrades

4.1 Interconnection Facilities

- 4.1.1 The interconnection customer shall pay, or reimburse the EDC, as applicable, for the cost of the interconnection facilities itemized in Attachment 3. The EDC shall identify the additional interconnection facilities necessary to interconnect the DER facility with the EDC's electric distribution system, the cost of those facilities, and the time required to build and install those facilities, as well as an estimated date of completion of the building or installation of those facilities.
- 4.1.2 The interconnection customer is responsible for its expenses, including overheads, associated with owning, operating, maintaining, repairing, and replacing its interconnection equipment.

4.2 Distribution Upgrades

The EDC shall design, procure, construct, install, and own any distribution upgrades. The actual cost of the distribution upgrades, including overheads, shall be directly assigned to the interconnection customer whose DER facility caused the need for the distribution upgrades.

Article 5. Billing, Payment, Milestones, and Financial Security

- 5.1 Billing and Payment Procedures and Final Accounting (Applies to additional reviews conducted under a Level 1, 2 or 3 review with EDC construction necessary for accommodating the DER facility and Level 4 reviews)
- 5.1.1 The EDC shall bill the interconnection customer for the design, engineering, construction, and procurement costs of EDC-provided interconnection facilities and distribution upgrades contemplated by this Agreement as set forth in Attachment 3. The billing shall occur on a monthly basis, or as otherwise agreed to between the Parties. The interconnection customer shall pay each bill within 30 calendar days after receipt, or as otherwise agreed to between the Parties.
- 5.1.2 Unless waived by the interconnection customer, within 90 calendar days after completing the construction and installation of the EDC's interconnection facilities and distribution upgrades described in Attachments 2 and 3 to this Agreement, the EDC shall provide the interconnection customer with a final accounting report of any difference between (1) the actual cost incurred to complete the construction and installation of the EDC's interconnection facilities and distribution upgrades; and (2) the interconnection customer's previous deposit and aggregate payments to the EDC for the interconnection facilities and distribution upgrades. If the interconnection customer's cost responsibility exceeds its previous deposit and aggregate payments, the EDC shall invoice the interconnection customer for the amount due and the interconnection customer shall pay the EDC within 30 calendar days. If the interconnection customer's previous deposit and aggregate payments exceed its cost responsibility under this Agreement, the EDC shall refund to the interconnection customer an amount equal to the difference within 30 calendar days after the final accounting report. Upon request from the interconnection customer, if the difference between the budget estimate and the actual cost exceeds 20%, the EDC will provide a written explanation for the difference.
- 5.1.3 If a Party disputes any portion of its payment obligation pursuant to this Article 5, the Party shall pay in a timely manner all non-disputed portions of its invoice, and the disputed amount shall be resolved pursuant to the dispute resolution provisions contained in Article 8. A Party disputing a portion of an Article 5 payment shall not be considered to be in default of its obligations under this Article.
- 5.2 Interconnection Customer Deposit
- Within 15 business days after signing and returning the interconnection agreement to the EDC, the interconnection customer shall provide the EDC with a deposit equal to 100% of the estimated, non-binding cost to procure, install, or construct any such facilities (the "Security Deposit"). However, when the estimated date of completion of the building or installation of facilities exceeds three months from the date of notification, pursuant to Article 4.1.1 of this Agreement, this deposit may be held in escrow by a mutually agreed-

upon third-party, with any interest to inure to the benefit of the interconnection customer. To the extent that this interconnection agreement is terminated for any reason, the EDC shall return all deposits provided by the interconnection customer, less any actual costs incurred by the EDC.

Article 6. Assignment, Limitation on Damages, Indemnity, Force Majeure, and Default

6.1 Assignment

This Agreement may be assigned by either Party. If the interconnection customer attempts to assign this Agreement, the assignee must agree to the terms of this Agreement in writing and such writing must be provided to the EDC. Any attempted assignment that violates this Article is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason of the assignment. An assignee is responsible for meeting the same obligations as the assignor.

6.1.1 Either Party may assign this Agreement without the consent of the other Party to any affiliate (including mergers, consolidations, or transfers, or a sale of a substantial portion of the Party's assets, between the Party and another entity), of the assigning Party that has an equal or greater credit rating and the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement.

6.1.2 The interconnection customer can assign this Agreement, without the consent of the EDC, for collateral security purposes to aid in providing financing for the DER facility.

6.2 Limitation on Damages

Except for cases of gross negligence or willful misconduct, the liability of any Party to this Agreement shall be limited to direct actual damages and reasonable attorney's fees, and all other damages at law are waived. Under no circumstances, except for cases of gross negligence or willful misconduct, shall any Party or its directors, officers, employees and agents, or any of them, be liable to another Party, whether in tort, contract or other basis in law or equity for any special, indirect, punitive, exemplary or consequential damages, including lost profits, lost revenues, replacement power, cost of capital or replacement equipment. This limitation on damages shall not affect any Party's rights to obtain equitable relief, including specific performance, as otherwise provided in this Agreement. The provisions of this Article 6.2 shall survive the termination or expiration of the Agreement.

6.3 Indemnity

6.3.1 This provision protects each Party from liability incurred to third parties as a result of carrying out the provisions of this Agreement. Liability under this provision is exempt from the general limitations on liability found in Article 6.2.

- 6.3.2 The interconnection customer shall indemnify and defend the EDC and the EDC's directors, officers, employees, and agents, from all damages and expenses resulting from a third party claim arising out of or based upon the interconnection customer's (a) negligence or willful misconduct or (b) breach of this Agreement.
 - 6.3.3 The EDC shall indemnify and defend the interconnection customer and the interconnection customer's directors, officers, employees, and agents from all damages and expenses resulting from a third party claim arising out of or based upon the EDC's (a) negligence or willful misconduct or (b) breach of this Agreement.
 - 6.3.4 Within 5 business days after receipt by an indemnified Party of any claim or notice that an action or administrative or legal proceeding or investigation as to which the indemnity provided for in this Article may apply has commenced, the indemnified Party shall notify the indemnifying Party of such fact. The failure to notify, or a delay in notification, shall not affect a Party's indemnification obligation unless that failure or delay is materially prejudicial to the indemnifying Party.
 - 6.3.5 If an indemnified Party is entitled to indemnification under this Article as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this Article, to assume the defense of such claim, that indemnified Party may, at the expense of the indemnifying Party, contest, settle or consent to the entry of any judgment with respect to, or pay in full, the claim.
 - 6.3.6 If an indemnifying Party is obligated to indemnify and hold any indemnified Party harmless under this Article, the amount owing to the indemnified person shall be the amount of the indemnified Party's actual loss, net of any insurance or other recovery.
- 6.4 Force Majeure
- 6.4.1 As used in this Article, a force majeure event shall mean any act of God, labor disturbance, act of the public enemy, war, acts of terrorism, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment through no direct, indirect, or contributory act of a Party, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A force majeure event does not include an act of gross negligence or intentional wrongdoing by the Party claiming force majeure.
 - 6.4.2 If a force majeure event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the force majeure event ("Affected Party") shall notify the other Party of the existence of the force majeure event within one

business day. The notification must specify the circumstances of the force majeure event, its expected duration, and the steps that the Affected Party is taking and will take to mitigate the effects of the event on its performance. If the initial notification is verbal, it must be followed up with a written notification within one business day. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the force majeure event until the event ends. The Affected Party may suspend or modify its obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the force majeure event cannot be otherwise mitigated.

6.5 Default

- 6.5.1 No default shall exist when the failure to discharge an obligation (other than the payment of money) results from a force majeure event as defined in this Agreement, or the result of an act or omission of the other Party.
- 6.5.2 A Party shall be in default ("Default") of this Agreement if it fails in any material respect to comply with, observe or perform, or defaults in the performance of, any covenant or obligation under this Agreement and fails to cure the failure within 60 calendar days after receiving written notice from the other Party. Upon a default of this Agreement, the non-defaulting Party shall give written notice of the default to the defaulting Party. Except as provided in Article 6.5.3, the defaulting Party has 60 calendar days after receipt of the default notice to cure the default; provided, however, if the default cannot be cured within 60 calendar days, the defaulting Party shall commence the cure within 20 calendar days after original notice and complete the cure within six months from receipt of the default notice; and, if cured within that time, the default specified in the notice shall cease to exist.
- 6.5.3 If a Party has assigned this Agreement in a manner that is not specifically authorized by Article 6.1, fails to provide reasonable access pursuant to Article 2.3, and is in default of its obligations pursuant to Article 7, or if a Party is in default of its payment obligations pursuant to Article 5 of this Agreement, the defaulting Party has 30 days from receipt of the default notice to cure the default.
- 6.5.4 If a default is not cured as provided for in this Article, or if a default is not capable of being cured within the period provided for in this Article, the non-defaulting Party shall have the right to terminate this Agreement by written notice, and be relieved of any further obligation under this Agreement and, whether or not that Party terminates this Agreement, to recover from the defaulting Party all amounts due under this Agreement, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this Article shall survive termination of this Agreement.

Article 7. Insurance

For DER facilities with a nameplate capacity of 1 MVA or above, the interconnection customer shall carry sufficient insurance coverage so that the maximum comprehensive/general liability coverage that is continuously maintained by the interconnection customer during the term shall be not less than \$2,000,000 for each occurrence, and an aggregate, if any, of at least \$4,000,000. The EDC, its officers, employees and agents shall be added as an additional insured on this policy. The interconnection customer agrees to provide the EDC with at least 30 calendar days advance written notice of cancellation, reduction in limits, or non-renewal of any insurance policy required by this Article.

Article 8. Dispute Resolution

- 8.1 Parties shall attempt to resolve all disputes regarding interconnection as provided in this Article in a good faith manner.
- 8.2 If there is a dispute between the Parties about implementation or an interpretation of the Agreement, the aggrieved Party shall issue a written notice to the other Party to the agreement that specifies the dispute and the Agreement articles that are disputed.
- 8.3 A meeting between the Parties shall be held within 10 days after receipt of the written notice. Persons with decision-making authority from each Party shall attend the meeting. If the dispute involves technical issues, persons with sufficient technical expertise and familiarity with the issue in dispute from each Party shall also attend the meeting. The meeting may be conducted by teleconference. The informal process between the parties shall extend 30 days after the receipt of written notice, after which the dispute is deemed resolved and the timeframes for decisions within the interconnection process procedures described in Article 8.4 or files a formal complaint at the Commission prior to the end of the 30-day period.
- 8.4 If the parties are unable to resolve the dispute through the process outlined in Article 8.3, either party may submit the interconnection dispute to an Ombudsman for non-binding arbitration. The party electing non-binding arbitration shall notify the other party of the request in writing. The non-binding arbitration process is limited to 60 days, absent mutual agreement of the parties and the Ombudsman to a longer period.
- 8.5 Each party shall bear its own fees, costs and expenses and an equal share of the expenses of the non-binding arbitration.
- 8.6 Within 10 days after the conclusion of the procedures in Article 8.4, either party may initiate a formal complaint with the Commission and ask for an expedited resolution of the dispute. If the complaint seeks expedited resolution, any written recommendation of the Ombudsman shall be appended to the complaint. The formal complaint shall proceed as a contested hearing pursuant to the Commission's Rules of Practice.

- 8.7 A party may, after good faith negotiations have failed, decline to pursue non-binding arbitration and instead initiate a formal complaint with the Commission. The formal complaint shall proceed as a contested hearing pursuant to the Commission's Rules of Practice.
- 8.8 Pursuit of dispute resolution may not affect an interconnection request or an interconnection applicant's position in the EDC's interconnection queue.
- 8.9 If the Parties fail to resolve their dispute under the dispute resolution provisions of this Article, nothing in this Article shall affect any Party's rights to obtain equitable relief, including specific performance, as otherwise provided in this Agreement.

Article 9. Miscellaneous

- 9.1 **Governing Law, Regulatory Authority, and Rules**
The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of Illinois, without regard to its conflicts of law principles. This Agreement is subject to all applicable laws and regulations. Each Party expressly reserves the right to seek change in, appeal, or otherwise contest any laws, orders or regulations of a governmental authority. The language in all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against the EDC or interconnection customer, regardless of the involvement of either Party in drafting this Agreement.
- 9.2 **Amendment**
Modification of this Agreement shall be only by a written instrument duly executed by both Parties.
- 9.3 **No Third-Party Beneficiaries**
This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations in this Agreement assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.
- 9.4 **Waiver**
- 9.4.1 Except as otherwise provided in this Agreement, a Party's compliance with any obligation, covenant, agreement, or condition in this Agreement may be waived by the Party entitled to the benefits thereof only by a written instrument signed by the Party granting the waiver, but the waiver or failure to insist upon strict compliance with the obligation, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.
- 9.4.2. Failure of any Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement, or to give notice or declare this Agreement or the rights under this Agreement terminated, shall not constitute a waiver or

relinquishment of any rights set out in this Agreement, but the same shall be and remain at all times in full force and effect, unless and only to the extent expressly set forth in a written document signed by that Party granting the waiver or relinquishing any such rights. Any waiver granted, or relinquishment of any right, by a Party shall not operate as a relinquishment of any other rights or a waiver of any other failure of the Party granted the waiver to comply with any obligation, covenant, agreement, or condition of this Agreement.

9.5 Entire Agreement

Except as provided in Article 9.1, this Agreement, including all attachments, constitutes the entire Agreement between the Parties with reference to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants that constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement.

9.6 Multiple Counterparts

This Agreement may be executed in two or more counterparts, each of which is deemed an original, but all constitute one and the same instrument.

9.7 No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties, or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

9.8 Severability

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other governmental authority, (1) that portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by the ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

9.9 Environmental Releases

Each Party shall notify the other Party of the release of any hazardous substances, any asbestos or lead abatement activities, or any type of remediation activities related to the DER facility or the interconnection facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall (1) provide the notice as soon as practicable, provided that Party makes a good faith effort to provide the notice no later than 24 hours after that Party becomes aware of the occurrence, and (2) promptly furnish to the other Party copies of any publicly available reports filed with any governmental authorities addressing such events.

9.10 Subcontractors

Nothing in this Agreement shall prevent a Party from using the services of any subcontractor it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing services and each Party shall remain primarily liable to the other Party for the performance of the subcontractor.

9.10.1 A subcontract relationship does not relieve any Party of any of its obligations under this Agreement. The hiring Party remains responsible to the other Party for the acts or omissions of its subcontractor. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of the hiring Party.

9.10.2 The obligations under this Article cannot be limited in any way by any limitation of subcontractor's insurance.

Article 10. Notices**10.1 General**

Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered in person, delivered by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

If to Interconnection Customer:

Interconnection Customer: City of Morrison

Attention: Scott Vandermyde, Mayor

Address: 200 West Main St

City: Morrison **State:** IL **Zip:** 61270

Phone: 8157727657 **Fax:** **E-Mail:** mayor@morrisonil.org

If to EDC:

EDC: Commonwealth Edison Company

Attention: DER Interconnection

Address: 2 Lincoln Center

City: Oakbrook Terrace **State:** IL **Zip:** 60181

Phone: 630-576-8158 **E-Mail:** interconnect@comed.com

Alternative Forms of Notice

Any notice or request required or permitted to be given by either Party to the other Party and not required by this Agreement to be in writing may be given by telephone, facsimile or e-mail to the telephone numbers and e-mail addresses set out above.

10.2 Billing and Payment

Billings and payments shall be sent to the addresses set out below:

If to Interconnection Customer

Interconnection Customer: City of Morrison

Attention: Scott Vandermyde

Address: 200 West Main St

City: Morrison **State:** IL **Zip:** 61270

Phone 8157727657 **Fax** **Email** mayor@morrisonil.org

If to EDC:

EDC:	Commonwealth Edison		
Attention:	DER Interconnection		
Address:	2 Lincoln Center		
City:	Oakbrook Terrace	State:	IL Zip: 60181
Phone		Fax	E-Mail

10.3 Designated Operating Representative

The Parties may also designate operating representatives to conduct the communications that may be necessary or convenient for the administration of this Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party's facilities.

Interconnection Customer's Operating Representative: _____

Attention:	KPH Solar Farms, LLC		
Address:	12 Paoli Pike, Suite 5		
City:	Paoli	State:	PA
		Zip:	19301
Phone:	4843010755	Fax:	
		Email:	support@keystoneph.com
Phone		Fax	E-Mail

EDC's Operating Representative:

Representative: Commonwealth Edison Company

Attention: Customer Operations

Address: ComEd - 2 Lincoln Center – Call Center

City: Oakbrook State: IL Zip: 60181

Phone 1-800-334-7661 Fax E-Mail

10.4 Changes to the Notice Information

Either Party may change this notice information by giving five business days written notice before the effective date of the change.

Article 11. Signatures

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

Project Name: Morrison WTP

For the Interconnection Customer:

Name: _____

Title: _____

Date: _____

For EDC:

Name: _____

Title: _____

Date: _____

Attachment 1

Definitions

Adverse system impact – A negative effect that compromises the safety or reliability of the electric distribution system or materially affects the quality of electric service provided by the electric distribution company (EDC) to other customers.

Applicable laws and regulations – All duly promulgated applicable federal, State and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any governmental authority, having jurisdiction over the Parties.

Commissioning test – Tests applied to a energy resources facility by the applicant after construction is completed to verify that the facility does not create adverse system impacts. At a minimum, the scope of the commissioning tests performed shall include the commissioning test specified by IEEE Standard 1547 Section 5.4 "Commissioning tests."

Distributed energy resources (DER) facility – The equipment used by an interconnection customer to generate or store electricity that operates in parallel with the electric distribution system. A DER facility typically includes an electric generator, prime mover, and the interconnection equipment required to safely interconnect with the electric distribution system or a local electric power system.

Distribution upgrades – A required addition or modification to the EDC's electric distribution system at or beyond the point of interconnection to accommodate the interconnection of a DER facility. Distribution upgrades do not include interconnection facilities.

Electric distribution company or EDC – Any electric utility entity subject to the jurisdiction of the Illinois Commerce Commission.

Electric distribution system – The facilities and equipment used to transmit electricity to ultimate usage points such as homes and industries from interchanges with higher voltage transmission networks that transport bulk power over longer distances. The voltage levels at which electric distribution systems operate differ among areas but generally carry less than 100 kilovolts of electricity. Electric distribution system has the same meaning as the term Area EPS, as defined in 3.1.6.1 of IEEE Standard 1547.

Facilities study – An engineering study conducted by the EDC to determine the required modifications to the EDC's electric distribution system, including the cost and the time required to build and install the modifications, as necessary to accommodate an interconnection request.

Force majeure event – Any act of God, labor disturbance, act of the public enemy, war, acts of terrorism, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment through no direct, indirect, or contributory act of a Party, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any

other cause beyond a Party's control. A force majeure event does not include an act of gross negligence or intentional wrongdoing.

Governmental authority – Any federal, State, local or other governmental regulatory or administrative agency, court, commission, department, board, other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that this term does not include the interconnection customer, EDC or any affiliate of either.

IEEE Standard 1547 – The Institute of Electrical and Electronics Engineers, Inc. (IEEE), 3 Park Avenue, New York NY 10016-5997, Standard 1547 (2003), "Standard for Interconnecting Distributed Resources with Electric Power Systems."

IEEE Standard 1547.1 – The IEEE Standard 1547.1 (2005), "Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems."

Illinois standard distributed energy resources Interconnection Rules – The most current version of the procedures for interconnecting distributed energy resources facilities adopted by the Illinois Commerce Commission. See 83 Ill. Adm. Code 466

Interconnection agreement or Agreement – The agreement between the interconnection customer and the EDC. The interconnection agreement governs the connection of the DER facility to the EDC's electric distribution system and the ongoing operation of the DER facility after it is connected to the EDC's electric distribution system.

Interconnection customer – The entity entering into this Agreement for the purpose of interconnecting a DER facility to the EDC's electric distribution system.

Interconnection equipment – A group of components or an integrated system connecting an electric generator with a local electric power system or an electric distribution system that includes all interface equipment, including switchgear, protective devices, inverters or other interface devices. Interconnection equipment may be installed as part of an integrated equipment package that includes a generator or other electric source.

Interconnection facilities – Facilities and equipment required by the EDC to accommodate the interconnection of a DER facility. Collectively, interconnection facilities include all facilities, and equipment between the DER facility and the point of interconnection, including modification, additions, or upgrades that are necessary to physically and electrically interconnect the DER facility to the electric distribution system. Interconnection facilities are sole use facilities and do not include distribution upgrades.

Interconnection request – An interconnection customer's request, on the required form, for the interconnection of a new DER facility, or to increase the capacity or change the operating

characteristics of an existing DER facility that is interconnected with the EDC's electric distribution system.

Interconnection study – Any of the following studies, as determined to be appropriate by the EDC: the interconnection feasibility study, the interconnection system impact study, and the interconnection facilities study.

Load customer – An EDC customer whose primary business classification is not the production of electricity.

Parallel operation or Parallel – The state of operation that occurs when a DER facility is connected electrically to the electric distribution system.

Point of interconnection – The point where the DER facility is electrically connected to the electric distribution system. Point of interconnection has the same meaning as the term "point of common coupling" defined in 3.1.13 of IEEE Standard 1547.

Witness test – For lab-certified equipment, verification (either by an on-site observation or review of documents) by the EDC that the interconnection installation evaluation required by IEEE Standard 1547 Section 5.3 and the commissioning test required by IEEE Standard 1547 Section 5.4 have been adequately performed. For interconnection equipment that has not been lab-certified, the witness test shall also include verification by the EDC of the on-site design tests required by IEEE Standard 1547 Section 5.1 and verification by the EDC of production tests required by IEEE Standard 1547 Section 5.2. All tests verified by the EDC are to be performed in accordance with the test procedures specified by IEEE Standard 1547.1.

Attachment 2

Construction Schedule, Proposed Equipment & Settings

This attachment is to be completed by the interconnection customer and shall include the following:

1. The construction schedule for the DER facility.

The proposed construction schedule for the DER facility is identified in Attachment 3, Schedule for Customer Work.

2. A one-line diagram indicating the DER facility, interconnection equipment, interconnection facilities, metering equipment, and distribution upgrades.
3. Component specifications for equipment identified in the one-line diagram.
4. Component settings.
5. Proposed sequence of operations.
6. A three line diagram showing current potential circuits for protective relays.
7. Relay tripping and control schematic diagram.

Attachment 3**Description, Costs and Time Required to Build and
Install the EDC's Interconnection Facilities**

This attachment is to be completed by the EDC and shall include the following:

1. Facilities Address/ Location: 300 Wilkens Dr, Morrison, Illinois 61270
2. Capacity: 400.00 kW
3. Required interconnection facilities, including any required metering*.

*****A TRANSFORMER UPGRADE IS REQUIRED*****

4. An estimate of itemized costs charged by the EDC for interconnection, including overheads, is provided below*.

Notwithstanding any terms in the Interconnection Agreement to the contrary, the interconnection customer and the EDC agree that the cost of the Interconnection upgrades shall be fixed at **\$25,000.00** regardless of the cost actually required for the design and construction to complete the interconnection. The EDC will provide no information to the interconnection customer regarding the actual costs to accomplish the interconnection. This statement supersedes any contrary statements in the Interconnection Agreement.

5. An estimate for the time required to build and install the EDC's interconnection facilities based on results from prior studies and an estimate of the date upon which the facilities will be completed.

Schedule for EDC Work:

The estimated schedule of work is **180 calendar days** from the receipt of deposit, subject to material availability. The **180 calendar days** consists of engineering, outage coordination, material procurement, and labor coordination.

Schedule for Customer Work per Attachment 2, Step 1:

3.2.1	Submittal of the Interconnection Customer Deposit pursuant to Article 5.2 of the Agreement or an Interconnection Customer Deposit Alternative (as defined in Attachment 9) of either Escrow Deposit ¹ or Letter of Credit ²	<i>Within 15 business days upon full execution of the IA</i>
3.2.2	Submittal of deed and plat of survey must be uploaded to the EDC portal within 30 calendar days of milestone 3.2.1 from Attachment 3.	
3.2.2.A	Submission of approval or request for significant changes to demarcation drawing shall be submitted within 30 calendar days from receipt of demarcation drawing from EDC. Any subsequent iterations, after final approval, must be based on external factors which necessitate redesign. Interconnection Customer must provide documentation of external factors. EDC will update/incorporate comments from Interconnection Customer within 30 calendar days.	
3.2.2.B	Significant permits, including, but not limited to, land use permits (i.e., Special Use, Site Development, Variance, Zoning Modifications) or environmental permits, must be applied for within 90 calendar days of milestone 3.2.2.A from Attachment 3, with proof of application uploaded to the EDC's interconnection portal.	
3.2.2.C	All permits required for EDC construction must be uploaded to the EDC's interconnection portal, at a minimum, 12 weeks prior to milestone 3.1.4/3.1.5 from Attachment 3.	
3.2.2.D	Initiate easement acquisition requests to necessary landowners within 30 calendar days of EDC providing all easement documentation pertaining to the current design at the time of Real Estate research. If subsequent easements are necessitated, developer must initiate easement acquisition requests for those easements within 30 calendar days of EDC providing the relevant new easement documentation.	
3.2.3	Begin construction date. Construction date means Interconnection Customer has issued a notice to proceed to any contractor performing substantial work at the site and physical activity has occurred at the site, such as grading, earthwork, equipment installation, or other civil works, evidencing continuous construction has begun.	04/01/2026
3.2.3.A	Medium and low voltage work mechanically complete and ready for EDC connection.	11/1/2026
3.2.4	Generator step-up transformers receive back feed power.	11/30/2026
3.2.5	Witness testing date.	12/15/2026
3.2.6	In-service date.	12/31/2026

If a project scheduled ahead of Interconnection Customer's project in EDC's interconnection queue experiences a delay that, in EDC's sole and reasonable discretion, will negatively and materially impact the commencement or completion of Interconnection Customer's project under this Agreement, EDC shall work in good faith with Interconnection Customer to determine and implement appropriate adjustments to the Project Milestones, Schedule for Interconnection Work to this Agreement, and the Scheduled Disbursements or Scheduled Payments, as applicable. Although EDC will work with Interconnection Customer to determine and implement appropriate adjustments, EDC in its sole discretion will final the decisions necessary to account for the impact of that preceding project's delay, and shall not be construed as a waiver of any other terms or obligations under this Agreement. Any such adjustments EDC deems necessary to account for the impact of the preceding project's delay shall be set forth in a written amendment executed by the Parties. Notwithstanding the foregoing, EDC shall have no obligation to adjust Interconnection Customer's schedule or milestones if Interconnection Customer is in breach of any of its obligations under this Agreement or has otherwise caused or contributed to delays in the progress of its own project under this Agreement. For the avoidance of doubt, if EDC does not determine, in its sole and reasonable discretion, that the delay of a preceding project will negatively and materially impact the commencement or completion of Interconnection Customer's project, no adjustments to Interconnection Customer's schedule, milestones, or payment obligations shall be made.

Schedule for Escrow Deposit

¹If the Interconnection Customer selects the Escrow Deposit as the Interconnection Customer Deposit Alternative pursuant to milestone 3.2.1 of Attachment 3, the terms and conditions of Attachment 9 shall apply to such Interconnection Customer Deposit Alternative and the Interconnection Customer and the EDC agree that the following schedule will apply:

Scheduled Disbursements

3.3.1	First disbursement (25% of the Escrow Deposit) will be remitted by Escrow Agent to EDC account on [REDACTED], which date is 10 calendar days after milestone 3.1.1 of Attachment 3.
3.3.2	Second disbursement (25% of the Escrow Deposit) will be remitted by Escrow Agent to EDC account on [REDACTED], which date is 110 calendar days after milestone 3.1.1 of Attachment 3. This disbursement is required to support milestone 3.1.2 of Attachment 3.
3.3.3	Third disbursement (remaining 50% of the Escrow Deposit) will be remitted by Escrow Agent to EDC account on [REDACTED], which date is 220 calendar days after milestone 3.1.1 of Attachment 3. This disbursement is required to support milestones 3.1.4 and 3.1.5 of Attachment 3.

The first, second, and third disbursements (as listed in milestones 3.3.1 – 3.3.3 of Attachment 3) shall each be referred to as, a “Scheduled Disbursement” and shall collectively be referred to as, the “Scheduled Disbursements.”

Notwithstanding the language above, in addition to the Scheduled Disbursements, EDC reserves the right to request additional disbursements from the Escrow Deposit if it actually incurs costs in excess of the amount for a given Scheduled Disbursement or estimates that such additional costs are required to perform the EDC Work (each such request, a “Requested Disbursement”). The Escrow Agent shall make all Scheduled Disbursements and any Requested Disbursements to the EDC in accordance with Section (g) of Article 2 of Attachment 9 and the terms and conditions of the Escrow Agreement.

The Interconnection Customer understands and agrees that it shall not object, dispute (including disputes under Part 466), or otherwise challenge (through a complaint or otherwise) in any judicial, administrative, or other proceeding of any kind, or in any communication to the Escrow Agent, any Scheduled Disbursement or any Requested Disbursement made pursuant to this Agreement as set forth in this Attachment 3 and described further in Attachment 9.

Escrow Agent will pay any interest earned on the Escrow Deposit to the Interconnection Customer in accordance with the terms of the Escrow Agreement (as defined in Attachment 9).

Delays in the 3.2 milestones in Attachment 3 shall not alter or otherwise delay any Scheduled Disbursements in the 3.3 milestones of Attachment 3.

Schedule for Letter of Credit

2If a Letter of Credit is selected as the Interconnection Customer Deposit Alternative under milestone 3.2.1 of Attachment 3, the terms and conditions of Attachment 9 shall apply to such Interconnection Customer Deposit Alternative and the Interconnection Customer and the EDC agree that the following schedule will apply.

Scheduled Payments

3.4.1	Payment of an amount equal to 25% of the Interconnection Customer Deposit will be remitted by Interconnection Customer to EDC account via ACH on
3.4.2	Payment of an amount equal to 25% of the Interconnection Customer Deposit will be remitted by Interconnection Customer to EDC account via ACH on , which date is 110 calendar days after milestone 3.1.1 of Attachment 3. This payment is required to support milestone 3.1.2 of Attachment 3.
3.4.3	Payment of an amount equal to 50% of the Interconnection Customer Deposit will be remitted by Interconnection Customer to EDC account via ACH on , which date is 220 calendar days after milestone 3.1.1 of Attachment 3. This payment is required to support milestones 3.1.4 and 3.1.5 of Attachment 3.

Each scheduled payment set forth in milestones 3.4.1 through 3.4.3 of Attachment 3 shall each be referred to as a “Scheduled Payment,” and shall collectively be referred to as the “Scheduled Payments.”

Notwithstanding the language above, in addition to the Scheduled Payments, EDC reserves the right at any time to request payment of additional funds if it actually incurs costs in excess of the amount for a given Scheduled Payment or estimates that such additional costs are required to perform the EDC Work (each such request, a “Requested Payment”). The Interconnection Customer will be granted 30 calendar days to pay from the receipt of any such Requested Payment. If payment is not received within such time, the EDC will draw down the Letter of Credit in an amount equal to the amount of the Scheduled Payment and Requested Payment or other requested amount not paid by the Interconnection Customer in accordance with the terms and conditions of Article 1 of Attachment 9.

Delays in the 3.2 milestones in Attachment 3 shall not alter or otherwise delay any Schedule Payment in the 3.4 milestones of Attachment 3.

The Interconnection Customer must send the required funds via electronic payment (ACH or wire) or check. The Interconnection Customer must inform the EDC through the EDC's interconnection portal that funds have been disbursed.

The Interconnection Customer understands and agrees that it shall not object, dispute (including disputes under Part 466), or otherwise challenge (through a complaint or otherwise) in any judicial, administrative, or other proceeding of any kind, any Scheduled Payment or any Requested Payment made pursuant to this Agreement as set forth in this Attachment 3 and described further in Attachment 9.

6. Contingency Projects – Any contingencies noted: **No**

Attachment 4

Operating Requirements for Distributed Energy Resources Facilities Operating in Parallel

The EDC shall list specific operating practices that apply to this DER interconnection and the conditions under which each listed specific operating practice applies.

See Articles 1,7 Parallel Operation Obligations 1.9, Reactive Power, 1.10, Standards of Operation and as identified in the prior studies.

Any additional operational practices listed below:

N/A

Attachment 5

Monitoring and Control Requirements

This attachment is to be completed by the EDC and shall include the following:

1. The EDC's monitoring and control requirements must be specified, along with a reference to the EDC's written requirements documents from which these requirements are derived.
2. An internet link to the requirements documents.
3. The If applicable, a copy of any agreement between the interconnection customer and the EDC enabling the EDC to monitor and control the distributed energy resources facility in order to preserve distribution system reliability.

<https://www.comed.com/MyAccount/MyService/Pages/DistributionLess10k.aspx>

<http://standards.ieee.org>

Attachment 6

Metering Requirements

This attachment is to be completed by the EDC and shall include the following:

1. The metering requirements for the energy resources facility.

The specific metering requirements and equipment will be specified as part of the Detailed Engineering.
2. Identification of the appropriate tariffs that establish these requirements.
3. An internet link to these tariffs.

<https://www.comed.com/MyAccount/MyService/Pages/DistributionLess10k.aspx>

<https://www.comed.com/MyAccount/MyBillUsage/Pages/CurrentRatesTariffs.aspx>

Attachment 7

As Built Documents

This attachment is to be completed by the interconnection customer and shall include the following:

When it returns the certificate of completion to the EDC, the interconnection customer shall provide the EDC with documents detailing the as-built status of the following:

1. A one-line diagram indicating the distributed energy resources facility, interconnection equipment, interconnection facilities, and metering equipment.
2. Component specifications for equipment identified in the one-line diagram.
3. Component settings.
4. Proposed sequence of operations.
5. A three-line diagram showing current potential circuits for protective relays.
6. Relay tripping and control schematic diagram.

Attachment 8 Other Provisions

The Parties agree to the following terms and conditions in connection with the distributed generation facility.

- 1.1 Nothing in this Agreement shall constitute an express or implied representation or warranty on the part of EDC with respect to the current or future availability of transmission service or create any obligation on the part of EDC to accept deliveries of energy unless the interconnection customer or a third party taking delivery of such energy has arranged for transmission service with PJM Interconnection LLC, or its successor in interest, the organization that operates the EDC's transmission system ("PJM") in accordance with the PJM tariff and applicable laws and regulations. EDC may charge for service over its electric distribution system to deliver energy or power from the distributed generation facility to or from the facilities controlled or operated by PJM that are used to provide transmission service pursuant to the PJM tariff.
- 1.2 This Agreement does not constitute an agreement to interconnect the interconnection customer to a PJM point of interconnection.
- 1.3 The interconnection customer shall not be allowed to construct any facilities or install any equipment which will be owned or operated by the EDC, without the prior written consent of the EDC, which consent may be conditioned on the Parties negotiating and agreeing upon provisions to govern such construction or installation.
- 1.4 **Tax Status.** Based on information provided by the interconnection customer, EDC will make the determination as to whether all costs and other amounts payable, and property to be transferred, by interconnection customer to EDC under this Agreement (collectively, the "Paid Amounts") satisfy the tax law provisions for non-taxable status, as referenced in this Section 1.4. For any amounts that EDC determines do not qualify for non-taxable status, the interconnection customer shall comply with this Section 1.4, including without limitation paying the applicable income tax gross-up as set forth herein.
 - 1.4.1 **Tax Status**
 - A. To qualify for non-taxable treatment with respect to the Paid Amounts, the interconnection customer must meet all qualifications and requirements as set forth in the tax laws ("Non-Taxable Treatment"). The determination of whether the Paid Amounts qualify for Non-Taxable Treatment shall be made by EDC, based on the information furnished by interconnection customer to determine tax treatment under the relevant tax law provisions.
 - B. To the extent EDC reasonably determines that all or a portion of the Paid Amounts qualify for Non-Taxable Treatment, both Parties intend to treat such

amounts as non-taxable contributions from interconnection customer to EDC for federal and state income tax purposes. With respect to any such Paid Amounts, interconnection customer agrees to maintain Non-Taxable Treatment for such amounts, and interconnection customer shall remain subject to the terms of this Section 1.4, in any subsequent or interim agreement related to this Agreement. To the extent EDC determines that all or a portion of the Paid Amounts are taxable, interconnection customer agrees to pay the income tax gross-up amount referenced in this Section 1.4.

1.4.2 Tax Indemnity

For any amounts the Parties treat as non-taxable pursuant to Section 1.4.1, interconnection customer shall indemnify and hold harmless EDC for any costs or taxes, penalties, and interest that EDC incurs in the event that the IRS and/or a state taxing authority determines that the Paid Amounts are taxable income to EDC. In such an event, interconnection customer shall pay to EDC, on demand, the amount of any income taxes that the IRS or a state taxing authority assesses EDC in connection with the Paid Amounts, plus any applicable interest and/or penalties assessed EDC. In the event that EDC in its sole discretion chooses to contest such assessment and prevails in reducing or eliminating the tax, interest and/or penalties assessed against it, EDC shall refund to interconnection customer the excess of the amount paid to EDC pursuant to this Section 1.4 over the amount of the tax, interest and penalties for which EDC is finally determined to be liable. Interconnection customer's tax indemnification obligation under this section shall survive any termination of this Agreement or of any subsequent or interim agreement related to this Agreement.

1.4.3 Income Tax Gross-Up

- A. In the event that interconnection customer does not establish to EDC's satisfaction within 15 days of the execution of this Agreement (the "Specified Date") that the Paid Amounts are or will be non-taxable, interconnection customer shall increase the amount of the Security Deposit to include any amounts described under this Section 1.4 regarding income tax gross-up.
- B. The required increase in the Security Deposit shall equal the amount necessary to permit EDC to pay all applicable income taxes ("Current Taxes") on the amounts to be paid by interconnection customer under this Agreement after taking into account the present value of future tax deductions for depreciation that would be available as a result of the anticipated payments or property transfers (the "Present Value Depreciation Amount"), with respect to such amounts. For this purpose, Current Taxes shall be computed based on the composite federal and state income

tax rates applicable to EDC at the time the Security Deposit is increased, determined using the highest marginal rates in effect at that time (the “Current Tax Rate”), and (ii) the Present Value Depreciation Amount shall be computed by discounting EDC’s anticipated tax depreciation deductions associated with such payments or property transfers by its current weighted average cost of capital. EDC may draw on the Security Deposit on a quarterly basis based on the Paid Amounts received by EDC.

- C. Interconnection customer must provide the increase in the Security Deposit, in a form and with terms as acceptable to EDC, within 15 days of the Specified Date unless EDC notifies interconnection customer otherwise. The requirement for the increase in the Security Deposit under this Paragraph shall be treated as a milestone for purposes of Attachment 3 of this Agreement.
 - D. Each Party shall cooperate with the other to maintain the other Party’s tax status. Nothing in this Agreement is intended to adversely affect any entity’s tax exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds.
 - E. In the event, and to the extent, (i) EDC subsequently determines that amounts for which interconnection customer has paid EDC are non-taxable, and (ii) EDC successfully obtains a refund of federal and/or state income tax originally paid with respect to such amounts, EDC shall timely return such amounts to the interconnection customer. For purposes hereof, EDC may make such a determination in light of subsequent IRS guidance, or other relevant authority. In the event of a successful refund claim by EDC, EDC shall return the remaining Security Deposit attributable to this Section 1.4, but no more than it obtains from the relevant taxing authority, less any reasonable fees incurred to secure such tax refund, to interconnection customer.
- 1.5 If any of EDC’s facilities, in addition to those described in Section 2.3, are or will be located on interconnection customer’s property, EDC shall have access to such facilities at all times and when practical, the EDC shall provide notice to the interconnection customer prior to using its right of access. Upon EDC’s completion of final, detailed engineering, if EDC identifies any facilities which will be located on interconnection customer’s property and requests written property rights in order to have such access, the interconnection customer shall provide such rights.
- 1.6 Interconnection customer shall also be responsible for paying in full to EDC all approved FERC and ICC rates and charges applicable to interconnection customer’s connection to and usage of the electric distribution system, if any.

- 1.7 Interconnection customer shall not disclose any information labeled “CEII” or “Critical Energy Infrastructure Information” or other information labeled “Confidential” obtained pursuant to or in connection with this Agreement to any third party without the express written consent of the EDC, provided that interconnection customer may produce such information in response to a subpoena, discovery request or other compulsory process issued by a judicial body or governmental agency upon reasonable notice to the interconnection customer.
- 1.8 Each of the Parties shall provide the other party access to areas under its control as reasonably necessary to permit the other Party to perform its obligations under this Agreement, including operation and maintenance obligations. A Party that obtains such access shall comply with all safety rules applicable to the area to which access is obtained. Each Party agrees to inform the other Party’s representatives of safety rules applicable to an area.
- 1.9 Article 5.1.2 of the Interconnection Agreement shall be modified as followed;

The parties agree Article 5 Section 1.2 is stricken in its entirety and replaced with, “Within 120 calendar days after completing the construction and installation of the EDC's interconnection facilities and distribution upgrades described in Attachments 2 and 3 to this Agreement, the EDC shall provide the interconnection customer with a final accounting report of any difference between (1) the actual cost incurred to complete the construction and installation of the EDC's interconnection facilities and distribution upgrades; and (2) the interconnection customer's previous deposit and aggregate payments to the EDC for the interconnection facilities and distribution upgrades. If the interconnection customer's cost responsibility exceeds its previous deposit and aggregate payments, the EDC shall invoice the interconnection customer for the amount due and the interconnection customer shall make payment to the EDC within 30 calendar days. If the interconnection customer's previous deposit and aggregate payments exceed its cost responsibility under this Agreement, the EDC shall refund to the interconnection customer an amount equal to the difference within 30 calendar days after the final accounting report. Upon request from the interconnection customer, if the difference between the budget estimate and the actual cost exceeds 20%, the EDC will provide a written explanation for the difference.”

ATTACHMENT 9**INTERCONNECTION CUSTOMER DEPOSIT ALTERNATIVES**

Pursuant to Article 5.2 (Interconnection Customer Deposit) of the Agreement, within 15 Business Days of signing and returning the Agreement to the EDC, the Interconnection Customer is required to provide the EDC with a deposit equal to 100% of the estimated, non-binding cost to procure, install, or construct any required interconnection facilities and distribution upgrades (the "Interconnection Customer Deposit"). The Interconnection Customer understands and agrees that it is required to make an Interconnection Customer Deposit for each interconnection request it makes to the EDC.

The EDC agrees to allow the Interconnection Customer to satisfy its obligation to provide the Interconnection Customer Deposit to the EDC by either issuing a Letter of Credit in accordance with the terms and conditions of Article 1 of this Attachment 9 or by depositing an amount equal to 100% of the Interconnection Customer Deposit with the Escrow Agent (as defined below) in accordance with the terms and conditions of Article 2 of this Attachment 9 (the "Interconnection Customer Deposit Alternatives").

If the Interconnection Customer elects to use one of the Interconnection Customer Deposit Alternatives in lieu of providing 100% of the Interconnection Customer Deposit, the Interconnection Customer understands and agrees to comply with applicable terms and conditions for the selected Interconnection Customer Deposit Alternative (either Letter of Credit or Funding the Escrow account) set forth in this Attachment 9. If the Interconnection Customer provides the EDC with the Interconnection Customer Deposit, and does not elect to use one of the Interconnection Customer Deposit Alternatives, the terms and conditions set forth in this Attachment 9 do not apply.

If the Interconnection Customer elects to use one of the Interconnection Customer Deposit Alternatives to satisfy its obligation to provide the Interconnection Customer Deposit to the EDC, the Interconnection Customer shall, within fifteen (15) Business Days of signing and returning the Agreement to the EDC, deliver to the EDC the following: (1) a message to inform the EDC through the interconnection portal of what Interconnection Customer Deposit Alternative the Interconnection Customer is electing; (2) an executed Amendment to the Agreement in the form attached hereto as Exhibit A-1 or Exhibit A-2 for the selected Interconnection Customer Deposit Alternative; and (3) such other deliverables required by the applicable terms and conditions for the selected Interconnection Customer Deposit Alternative.

1. **Letters of Credit – Terms and Conditions.**

- a. This Article 1 of Attachment 9 sets forth the terms and conditions applicable to the Interconnection Customer's issuance of a Letter of Credit as an acceptable Interconnection Customer Deposit Alternative. These terms and conditions shall only be applicable if the Interconnection Customer issues a Letter of Credit as an acceptable Interconnection Customer Deposit Alternative, and shall not be applicable to use of an Escrow Deposit (as set forth in Article 2 of this Attachment 9) or cash payment equal to the amount of 100% of the Interconnection Customer Deposit.
- b. In lieu of providing the Interconnection Customer Deposit required for Project ID: 25-16063 or placing the Interconnection Customer Deposit in escrow in accordance with Article 2 of Attachment 9, the Interconnection Customer shall, at its own expense, cause the LC Issuing Bank (as defined herein) to issue and maintain, by renewal, extension, or replacement, for the periods specified herein an irrevocable, unconditional, transferable, standby letter of credit in favor of the EDC meeting the requirements of this Article 1 to Attachment 9 and in substantially the same form and substance as attached hereto as Exhibit B (such letter of credit, as the same may be renewed, extended or replaced from time to time hereunder, the "Letter of Credit").
- c. In order for the Letter of Credit to constitute an acceptable Interconnection Customer Deposit Alternative, the Interconnection Customer shall, within fifteen (15) Business Days of signing and returning the Agreement to the EDC, make payment of an amount equal to 25% of the of the Interconnection Customer Deposit via ACH, wire, or check to EDC in immediately available funds and send the following to the EDC through interconnection portal: (i) a message to inform the EDC through the interconnection portal of its intent to issue an acceptable Letter of Credit as an Interconnection Customer Deposit Alternative; (ii) the Letter of Credit Amendment (in the form attached hereto as Exhibit A-1) executed by a duly authorized representative of the Interconnection Customer; (iii) a copy of the Letter of Credit (with the original in hard copy form sent to 10 South Dearborn Street, Floor 51, Chicago, Illinois 60603, Attn: Enterprise Credit (Interconnection)) that complies with the terms and conditions of this Article 1 of Attachment 9 to the EDC; and (iv) confirmation of payment of an amount equal to 25% of the of the Interconnection Customer Deposit via ACH, wire, or check to EDC in immediately available funds. The Interconnection Customer understands that the EDC shall not be required to perform any of its obligations under the Agreement until the Interconnection Customer provides the deliverables described herein. If the Interconnection Customer fails to provide such deliverables within the time set forth herein, the Interconnection customer shall be in default of its obligations pursuant to Article 5.2 of the Agreement, and the EDC may terminate the Agreement pursuant to Article 6.5.3 of the Agreement.
- d. The Letter of Credit shall constitute credit support for the Interconnection Customer Deposit in the Agreement. All fees and charges, including issuing, commitment, renewal, and operation fees and charges, relating to the Letter of Credit

shall be borne by the Interconnection Customer. The Letter of Credit shall comply with and be subject to the following:

i. Upon issuance, the Letter of Credit shall have a face amount equal to 75% of the Interconnection Customer Deposit; provided that the Interconnection Customer paid to the EDC an amount equal to 25% of the Interconnection Customer Deposit pursuant to Article 1(c) of this Attachment 9. The Interconnection Customer shall be entitled to reduce the face amount of the Letter of Credit by the amount of each such Scheduled Payment and Requested Payment received by the EDC or any other drawdowns made by the EDC as permitted in this Agreement; provided that the Interconnection Customer obtains the EDC's prior written consent before making any such reduction to the Letter of Credit. Except as expressly set forth herein, the Interconnection Customer shall not be entitled to reduce the face amount of the Letter of Credit. The Interconnection Customer shall not be entitled to interconnect to the EDC's electric distribution system, and EDC will not be obligated to perform or otherwise proceed with the work set forth in the Project Milestones described in Attachment 3 of the Agreement, unless and until the Interconnection Customer has provided the EDC with the materials set forth in Article 1(c) above in accordance with the terms hereof and timely performed any other obligations as set forth in the Agreement and as may be required from time to time under Part 466 of the Commission's rules (83 Ill. Adm. Code 466).

ii. The Interconnection Customer shall cause the LC Issuing Bank to issue and maintain, by renewal, extension, or replacement, the Letter of Credit from the date of initial issuance until the EDC agrees to release and return the Letter of Credit in accordance with Article 1(d) (iv) below. The Interconnection Customer shall maintain the Letter of Credit until any amounts payable by the Interconnection Customer have been paid in full; provided that the EDC may draw upon the Letter of Credit prior to any expiration date on the Letter of Credit in accordance with the terms thereof.

iii. The Interconnection Customer shall pay the EDC the Scheduled Payments (as set forth on milestones 3.4.1 through 3.4.3 from Attachment 3) and any Requested Payments. EDC shall inform the Interconnection Customer via EDC's interconnection portal for any Requested Payments. For any such Requested Payments, the Interconnection Customer will be granted 30 calendar days to pay from the receipt of each such message in EDC's interconnection portal. If the Interconnection Customer fails to timely pay any Scheduled Payment or Requested Payment or the Letter of Credit otherwise permits a draw down in accordance with the terms hereof or thereof, the EDC may draw down the Letter of Credit in an amount equal to the amount of the Scheduled Payment and Requested Payment or other requested amount not paid by the Interconnection

Customer. The Interconnection Customer understands and agrees that it shall not object, dispute (including disputes under Part 466), or otherwise challenge (through a complaint or otherwise) in any judicial, administrative, or other proceeding of any kind any Scheduled Payment, any Requested Payment, or any other draw down of the Letter of Credit as permitted in this Agreement made pursuant to this Agreement as set forth in Attachment 3 and more fully described in this Attachment 9.

iv. The Interconnection Customer shall maintain the Letter of Credit (in accordance with this Article 1 of Attachment 9) for so long as the Interconnection Customer has outstanding payment obligations to the EDC. Upon the Interconnection Customer's satisfaction of all of its outstanding payment obligations in this Agreement, the Interconnection Customer shall request (via message to the EDC through the interconnection portal) that the EDC release and return the Letter of Credit. Within fifteen (15) Business Days of its receipt of the message requesting to release and return the Letter of Credit, the EDC shall confirm satisfaction of all of the Interconnection Customer's payment obligations. Upon such confirmation, the EDC shall release and return the Letter of Credit to the Interconnection Customer within five (5) Business Days.

v. If at any time after the issuance of a Letter of Credit, the credit rating of the LC Issuing Bank falls below "A3" by Moody's Investors Service, Inc. or "A-" by Standard and Poor's Corporation with respect to such entity's long-term, unsecured, unsubordinated deposits, the Interconnection Customer shall promptly inform the EDC through the interconnection portal. Upon receipt of such notice, the EDC may require the Interconnection Customer to provide a substitute Letter of Credit issued by a new LC Issuing Bank satisfying the requirements set forth herein by providing written notice thereof to the Interconnection Customer. In the event that Interconnection Customer does not cause a new LC Issuing Bank satisfying the requirements set forth herein to issue a new Letter of Credit meeting the requirements of this Article 1 of Attachment 9 within fifteen (15) Business Days after receipt of such notice through the interconnection portal, the EDC may draw down the full amount of the Letter of Credit, less any amounts previously paid under the Letter of Credit, and any and all amounts drawn by the EDC shall be held by the EDC as cash security for the Interconnection Customer's obligations hereunder.

vi. At any time on or after an Interconnection Customer Bankruptcy, the EDC may draw down the full amount of the Letter of Credit, less any amounts previously paid under the Letter of Credit, and any and all amounts drawn by the EDC shall be held by the EDC as cash security for the Interconnection Customer's obligations hereunder and the Interconnection Customer hereby grants a lien in favor of the EDC over all such cash.

- vii. In the event that that the EDC exercises its right to draw down the Letter of Credit, the EDC shall have the right to draw upon the Letter of Credit by presenting to the LC Issuing Bank a draw certificate in the form provided in the Letter of Credit, which shall provide for payment no later than the second (2nd) Business Day immediately succeeding the date of presentment. The EDC may draw upon the Letter of Credit or cash security for any and all unpaid costs or amounts owed to the EDC pursuant to the Agreement or any resulting indemnification claim by the EDC or any of the EDC's directors, officers, employees, and agents that have not been fully and finally resolved and all amounts paid in full, and for any other purpose specified in the draw certificate or in this Agreement.
- e. If the Interconnection Customer attempts to assign this Agreement pursuant to Article 6.1 (Assignment) of the Agreement, the assignee shall either pay 100% of the Interconnection Customer Deposit or cause to be issued to the EDC a Letter of Credit in accordance with the terms and conditions of this Article 1 of Attachment 9, in addition to all other requirements set forth in Article 6.1 of the Agreement. Any attempted assignment of the Agreement that violates the applicable terms of the Agreement (including this Article) is void and ineffective.
- f. Letter of Credit Related Definitions:
- i. "Business Day" means a day, other than a Saturday or Sunday or holiday on which banks are authorized or required to be closed for business in the State of Illinois.
- ii. "Bankruptcy" means any of the following occurs: (A) interconnection customer consents to the appointment of or taking possession by, a receiver, a trustee, custodian, or liquidator of itself or of a substantial part of its assets, or admits in writing its inability to pay its debts generally as they become due, or makes a general assignment for the benefit of creditors; (B) interconnection customer files a voluntary petition in bankruptcy or a voluntary petition or an answer seeking reorganization in a proceeding under any applicable bankruptcy or insolvency laws or an answer admitting the material allegations of a petition filed against it in any such proceeding, or seeks relief by voluntary petition, answer or consent, under the provisions of any now existing or future bankruptcy, insolvency or other similar law providing for the liquidation, reorganization, or winding up of business entities, or providing for an agreement, composition, extension, or adjustment with its creditors; (C) a substantial part of interconnection customer's assets is subject to the appointment of a receiver, trustee, liquidator, or custodian by court order and such order shall remain in effect for more than thirty (30) days; or (D) interconnection customer is adjudged

bankrupt or insolvent, has any property sequestered by court order and such order remains in effect for more than thirty (30) days, or has filed against it a petition under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and such petition is not dismissed within sixty (60) days of such filing;

iii. “LC Issuing Bank” means a U.S. bank or other U.S. financial institution issuing the Letter of Credit, which bank or financial institution must be reasonably acceptable to the EDC and have a credit rating of “A3” or better by Moody’s Investors Service, Inc. and “A-” or better by Standard and Poor’s Corporation with respect to such entity’s long-term, unsecured, unsubordinated deposits.

2. **Escrow Deposit – Terms and Conditions.**

a. This Article 2 of Attachment 9 sets forth the terms and conditions applicable to Interconnection Customer depositing its Interconnection Customer Deposit in escrow as an acceptable Interconnection Customer Deposit Alternative. These terms and conditions shall only be applicable if the Interconnection Customer uses an Escrow Deposit as an acceptable Interconnection Customer Deposit Alternative, and shall not be applicable to use of a Letter of Credit (as set forth in Article 1 of this Attachment 9) or cash payment equal to the amount of 100% of the Interconnection Customer Deposit.

b. In lieu of providing 100% of the Interconnection Customer Deposit required for Project ID: 25-16063 directly to the EDC or issuing a Letter of Credit to the EDC in accordance with Article 1 of Attachment 9, the Interconnection Customer may wire transfer immediately available funds in an amount equal to 100% of the Interconnection Customer Deposit and all necessary fees to a third party selected by the EDC to act as the escrow agent (the “Escrow Agent”) to be held in escrow pursuant to the terms and conditions of this Article 2 of Attachment 9 and in accordance with the terms and conditions of the Escrow Agreement attached hereto as Exhibit C (the “Escrow Deposit”).

c. In order for the Escrow Deposit to constitute an acceptable Interconnection Customer Deposit Alternative, the Interconnection Customer shall, within fifteen (15) Business Days of signing and returning the Agreement to the EDC, send the following to the EDC through the interconnection portal: (1) a message to inform the EDC through the interconnection portal of its intent to use the Escrow Deposit as an Interconnection Customer Deposit Alternative; (2) the Escrow Amendment (in the form attached hereto as Exhibit A-2) executed by a duly authorized representative of the Interconnection Customer; and (3) the Escrow Agreement (in the form attached hereto as Exhibit C) executed by a duly authorized representative of the Interconnection Customer. The Interconnection Customer understands that the EDC shall not be required to perform any

of its obligations under the Agreement until the Interconnection Customer provides the deliverables described herein. If the Interconnection Customer fails to provide such deliverables within the time set forth herein, the Interconnection Customer shall be in default of its obligations pursuant to Article 5.2 of the Agreement, and the EDC may terminate the Agreement pursuant to Article 6.5.3 of the Agreement.

d. All fees and charges relating to the Escrow Deposit, including account acceptance fees, annual administrative fees, and other fees and charges, shall be borne by the Interconnection Customer at the Escrow Agent's then-current rates.

e. The Escrow Deposit shall constitute the Interconnection Customer's Interconnection Customer Deposit, and credit support for any and all costs and amounts owed to the EDC pursuant to the Agreement, including any damages arising out of or resulting from any breach by the Interconnection Customer of the Agreement, any indemnification claim by the EDC or any of the EDC's directors, officers, employees, and agents that has not been fully and finally resolved and all amounts paid in full, or any and all amounts due and payable to the EDC, and for any other purpose specified in the Agreement.

f. The Interconnection Customer understands and agrees that it shall not be entitled to communicate with or issue instructions to the Escrow Agent without the EDC's prior written consent.

g. The Interconnection Customer understands and agrees that the Escrow Agent shall make Scheduled Disbursements of the Escrow Deposit in the amounts and on the dates set forth in the Schedule for Escrow Deposit on Attachment 3. In the event that the EDC requests a Requested Disbursement, the Escrow Agent shall make such Requested Disbursements on the date and in the amount set forth in the EDC's request for a Requested Disbursement and in accordance with the terms and conditions applicable to an "Escrow Draw Notice" as such term is defined and process is described in the Escrow Agreement. The Interconnection Customer understands and agrees that it shall not object, dispute (including disputes under Part 466), or otherwise challenge (through a complaint or otherwise) in any judicial, administrative, or other proceeding of any kind, or in any communication to the Escrow Agent, any Scheduled Disbursement or any Requested Disbursement made pursuant to this Agreement as set forth in Attachment 3 and more fully described in this Attachment 9. The Interconnection Customer further agrees that it shall not object to nor raise any claim for inappropriate instructions or orders against the Escrow Agent for such actions.

h. THE INTERCONNECTION CUSTOMER AGREES TO INDEMNIFY, DEFEND, HOLD HARMLESS, PAY OR REIMBURSE THE EDC AND ITS AFFILIATES AND THEIR RESPECTIVE SUCCESSORS, ASSIGNS, DIRECTORS, AGENTS AND EMPLOYEES AND THE EDC AND ITS DIRECTORS, OFFICERS,

EMPLOYEES, AND AGENTS (THE “INDEMNITEES”) FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, CLAIMS, LIABILITIES, TAXES (OTHER THAN TAXES ON INCOME EARNED BY AN INDEMNITEE IN CONNECTION HEREWITH), COSTS OR EXPENSES (INCLUDING ATTORNEY’S FEES) (COLLECTIVELY “LOSSES”), RESULTING DIRECTLY OR INDIRECTLY FROM THE EDC HAVING TO INDEMNIFY THE ESCROW AGENT FOR (A) ESCROW AGENT’S PERFORMANCE OF THE ESCROW AGREEMENT, EXCEPT TO THE EXTENT THAT SUCH LOSSES ARE FINALLY DETERMINED BY A COURT OF COMPETENT JURISDICTION TO HAVE BEEN CAUSED BY THE GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR BAD FAITH OF THE ESCROW AGENT; AND (B) ESCROW AGENT’S FOLLOWING, ACCEPTING OR ACTING UPON ANY INSTRUCTIONS OR DIRECTIONS, WHETHER JOINT OR SINGULAR, FROM THE PARTIES RECEIVED IN ACCORDANCE WITH THE ESCROW AGREEMENT. THE INTERCONNECTION CUSTOMER HEREBY GRANTS THE EDC A RIGHT OF SET-OFF AGAINST INTERCONNECTION CUSTOMER DEPOSIT HELD IN ESCROW FOR THE PAYMENT OF ANY CLAIM FOR INDEMNIFICATION, FEES, EXPENSES AND AMOUNTS DUE TO THE EDC OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS INDEMNITEE. THE OBLIGATIONS SET FORTH HEREIN SHALL SURVIVE THE RESIGNATION, REPLACEMENT, OR REMOVAL OF ESCROW AGENT OR THE TERMINATION OF THE ESCROW AGREEMENT.

- i. If the Interconnection Customer attempts to assign this Agreement pursuant to Article 6.1 (Assignment) of the Agreement, the assignee must either pay 100% of the Interconnection Customer Deposit or must agree to the terms and conditions of the Escrow Agreement in writing (including any associated tax reporting certification) and such writing must be provided to the EDC in addition to all other requirements set forth in Article 6.1 of the Agreement. Any attempted assignment that violates this Article 2 of Attachment 9 is void and ineffective.

EXHIBIT A-1 TO ATTACHMENT 9**LETTER OF CREDIT AMENDMENT TO
THE INTERCONNECTION OF DISTRIBUTED ENERGY
RESOURCE FACILITIES AGREEMENT**

THIS LETTER OF CREDIT AMENDMENT TO THE INTERCONNECTION OF DISTRIBUTED ENERGY RESOURCE FACILITIES AGREEMENT (this "Amendment") is entered into and made effective as of the _____ day of _____, 20____ (the "Amendment Effective Date"), by and between City of Morrison, as a _____ organized and existing under the laws of the _____ (the "Interconnection Customer") and Commonwealth Edison Company ("ComEd" or "EDC"), as a Corporation, organized and existing under the laws of the State of Illinois. Interconnection Customer and EDC may each be referred to herein as a "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, the Interconnection Customer and EDC are Parties to that certain Interconnection of Distributed Energy Resource Facilities Agreement, dated _____, for Project ID: 25-16063 (the "Agreement");

WHEREAS, pursuant to the Agreement, within 15 Business Days of signing and returning the Agreement to the EDC, the Interconnection Customer is required to provide the EDC with a deposit equal to 100% of the estimated, non-binding cost to procure, install, or construct any required interconnection facilities and distribution upgrades (the "Interconnection Customer Deposit");

WHEREAS, in lieu of providing the Interconnection Customer Deposit in cash or wire of immediately available funds, the Interconnection Customer desires to cause the issuance of a Letter of Credit to the EDC that complies with terms and conditions of Article 1 of Attachment 9 of the Agreement;

WHEREAS, the EDC is willing to accept a Letter of Credit delivered to the EDC by or on behalf of the Interconnection Customer that complies with terms and conditions of Article 1 of Attachment 9 of the Agreement in lieu of 100% of the Interconnection Customer Deposit; and

NOW THEREFORE, in consideration of the mutual covenants contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

1. **Recitals.** The above Recitals are incorporated into this Amendment as if fully set forth herein.
2. **Defined Terms and Rules of Construction.** All capitalized terms used and not defined in this Amendment shall have the respective meanings set forth in the Agreement.
3. **Amendment to Agreement.** The Agreement is hereby amended as follows:

a. In lieu of providing 100% of the Interconnection Customer Deposit to the EDC, the Interconnection Customer shall cause the issuance to the EDC of the Letter of Credit (attached here to as Exhibit 1) for the Interconnection Customer Deposit for 25-16063 (the “[Project ID] Letter of Credit”).

b. The Interconnection Customer represents and warrants that the 25-16063 Letter of Credit complies with the terms and conditions of Article 1 of Attachment 9 of the Agreement.

c. The Parties understand and agree that each Party’s rights and obligations regarding the 25-16063 Letter of Credit are set forth in and governed by Article 1 of Attachment 9 of the Agreement and further understand and agree that Article 2 of Attachment 9 shall not be applicable.

4. **Continuing Effectiveness.** Except as specifically amended herein, the Agreement shall remain unmodified and in full force and effect.

5. **Effectiveness.** This Amendment shall be effective on, and shall be binding upon, the Parties upon the full execution and delivery of this Amendment, as of the Amendment Effective Date.

6. **Counterparts.** This Amendment may be executed by the Parties in one or more counterparts, all of which taken together, shall constitute one and the same instrument. The facsimile or pdf signatures of the Parties shall be deemed to constitute original signatures, and facsimile or pdf copies shall be deemed to constitute duplicate originals.

7. **Participation in Drafting.** This Amendment shall be construed as jointly drafted and shall not be construed against either Party on the ground that the Party drafted this Amendment.

[Remainder of page purposefully left blank. Signatures on the following page]

[Signature Page to the Letter of Credit Amendment to the Agreement]

IN WITNESS WHEREOF, the Interconnection Customer has caused this Amendment to be executed by its respective duly authorized representatives as of the date set forth

Commonwealth Edison Company

Name: _____

Title: _____

Date: _____

City of Morrison

Name: _____

Title: _____

Date: _____

EXHIBIT 1 TO
THE LETTER OF CREDIT AMENDMENT

[INTERCONNECTION CUSTOMER TO ATTACH ISSUED LETTER OF CREDIT]

EXHIBIT A-2 TO ATTACHMENT 9**ESCROW AMENDMENT TO
THE INTERCONNECTION OF DISTRIBUTED ENERGY
RESOURCE FACILITIES AGREEMENT**

THIS ESCROW AMENDMENT TO THE INTERCONNECTION OF DISTRIBUTED ENERGY RESOURCE FACILITIES AGREEMENT (this "Amendment") is entered into and made effective as of the _____ day of _____, 20____ (the "Amendment Effective Date"), by and between City of Morrison, as a _____ organized and existing under the laws of the _____ (the "Interconnection Customer") and Commonwealth Edison Company ("ComEd" or "EDC"), as a Corporation, organized and existing under the laws of the State of Illinois. Interconnection Customer, and EDC may each be referred to herein as a "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, the Interconnection Customer and EDC are Parties to that certain Interconnection of Distributed Energy Resource Facilities Agreement, dated _____, for Project ID: 25-16063 (the "Agreement");

WHEREAS, pursuant to the Agreement, within 15 Business Days of signing and returning the Agreement to the EDC, the Interconnection Customer is required to provide the EDC with a deposit equal to 100% of the estimated, non-binding cost to procure, install, or construct any required interconnection facilities and distribution upgrades (the "Interconnection Customer Deposit");

WHEREAS, in lieu of providing the Interconnection Customer Deposit, the Interconnection Customer desires to place the Interconnection Customer Deposit in an escrow account in accordance with terms and conditions of Article 2 of Attachment 9 of the Agreement;

WHEREAS, the EDC desires to accept such deposit into an escrow account in accordance with the terms and conditions of Article 2 of Attachment 9 of the Agreement; and

WHEREAS, the Parties desire to amend the Agreement to reflect and memorialize the Interconnection Customer's desire to place the Interconnection Customer Deposit into an escrow account pursuant to the terms and conditions of Article 2 of Attachment 9 of the Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

1. **Recitals.** The above Recitals are incorporated into this Amendment as if fully set forth herein.
2. **Defined Terms and Rules of Construction.** All capitalized terms used and not defined in this Amendment shall have the respective meanings set forth in the Agreement.

3. **Amendment to Agreement.** The Agreement is hereby amended as follows:

a. In lieu of providing 100% of the Interconnection Customer Deposit pursuant to Article 5 of the Agreement, the Interconnection Customer desires to deposit the Interconnection Customer Deposit in escrow with the Escrow Agent (as defined in Article 2 of Attachment 9 of the Agreement) (the “[Project ID Escrow Deposit”).

b. The EDC is willing to accept such 25-16063 Escrow Deposit fund being delivered to the Escrow Agent pursuant to the terms and conditions of Article 2 of Attachment 9 of the Agreement.

c. Accordingly, the Interconnection Customer hereby represents and warrants that, as of the Amendment Effective Date, it has wired the 25-16063 Escrow Deposit to the Escrow Agent with confirmation of such deposit attached hereto as Exhibit I.

d. The Interconnection Customer hereby represents and warrants that it has executed that certain Escrow Agreement by and among the Interconnection Customer, the EDC, and the Escrow Agent dated as of the Amendment Effective Date (the “Escrow Agreement”) with a copy of the Interconnection Customer’s signature page to the Escrow Agreement attached hereto as Exhibit II.

e. The Parties understand and agree that each Party’s rights and obligations regarding the 25-16063 Escrow Deposit are set forth in Article 2 of Attachment 9 of the Agreement and in the Escrow Agreement and further understand and agree that Article 1 of Attachment 9 of the Agreement shall not be applicable.

4. **Continuing Effectiveness.** Except as specifically amended herein, the Agreement shall remain unmodified and in full force and effect.

5. **Effectiveness.** This Amendment shall be effective on, and shall be binding upon, the Parties upon the full execution and delivery of this Amendment, as of the Amendment Effective Date.

6. **Counterparts.** This Amendment may be executed by the Parties in one or more counterparts, all of which taken together, shall constitute one and the same instrument. The facsimile or pdf signatures of the Parties shall be deemed to constitute original signatures, and facsimile or pdf copies shall be deemed to constitute duplicate originals.

7. **Participation in Drafting.** This Amendment shall be construed as jointly drafted and shall not be construed against either Party on the ground that the Party drafted this Amendment.

[Remainder of page purposefully left blank. Signatures on the following page]

[Signature Page to the Escrow Amendment to the Agreement]

IN WITNESS WHEREOF, the Interconnection Customer has caused this Amendment to be executed by its respective duly authorized representatives as of the date set forth.

Commonwealth Edison Company

Name: _____

Title: _____

Date: _____

City of Morrison

Name: _____

Title: _____

Date: _____

EXHIBIT I TO THE ESCROW AMENDMENT

[INTERCONNECTION CUSTOMER TO ATTACH CONFIRMATION OF DEPOSIT OF 25-
16063 ESCROW DEPOSIT]

EXHIBIT II TO THE ESCROW AMENDMENT

**[INTERCONNECTION CUSTOMER TO ATTACH EXECUTED SIGNATURE PAGE OF
THE ESCROW AGREEMENT]**

EXHIBIT B TO ATTACHMENT 9**FORM OF LETTER OF CREDIT****{TO BE ISSUED ON THE LETTERHEAD OF THE ISSUING BANK}**IRREVOCABLE LETTER OF CREDIT NO **[NUMBER]**ISSUE DATE **[DATE]**APPLICANT(S): **[NAME]**
[ADDRESS]BENEFICIARY **[NAME]**
[ADDRESS]STATED AMOUNT: USD \$**[AMOUNT NUMERICAL AND WRITTEN OUT]**EXPIRATION DATE: **[DATE]****ATTN: ENTERPRISE CREDIT**

WE HEREBY ESTABLISH IN YOUR FAVOR, AT THE REQUEST AND FOR THE ACCOUNT OF OUR CUSTOMER, **[APPLICANT]** OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. **[NUMBER]** (THE "LETTER OF CREDIT"), WHEREBY WE HEREBY IRREVOCABLY AUTHORIZE YOU TO DRAW ON US, IN ACCORDANCE WITH THE TERMS AND CONDITIONS HEREINAFTER SET FORTH, BY YOUR DRAFT OR DRAFTS AT SIGHT, IN AN AMOUNT NOT TO EXCEED IN THE AGGREGATE US DOLLARS **[AMOUNT IN WRITTEN FORMAT]** (U.S. \$**[NUMERICAL AMOUNT]**) (THE "STATED AMOUNT").

SUBJECT TO THE OTHER PROVISIONS OF THIS LETTER OF CREDIT, **[BENEFICIARY]** MAY OBTAIN THE FUNDS AVAILABLE UNDER THIS LETTER OF CREDIT BY PRESENTMENT TO US OF YOUR SIGHT DRAFTS SUBSTANTIALLY IN THE FORM ATTACHED HERETO AS ATTACHMENT 1 ("SIGHT DRAFT") DRAWN ON **[ISSUING BANK]**. EACH DRAFT PRESENTED TO US MUST BE CONSPICUOUSLY MARKED "DRAWN UNDER **[ISSUING BANK]** LETTER OF CREDIT NO. **[NUMBER]**" AND INCLUDE THE FOLLOWING CERTIFICATION ON BENEFICIARY'S LETTERHEAD DULY AND MANUALLY SIGNED AND DATED BY AN AUTHORIZED OFFICER OF **[BENEFICIARY]** SIGNING AS SUCH THAT: " **[BENEFICIARY]** is entitled to demand payment under the letter the credit pursuant to the Interconnection Agreement.". THEREFORE, WE DEMAND PAYMENT OF USD **[INSERT AMOUNT]** UNDER IRREVOCABLE STANDBY LETTER OF CREDIT NO. **[NUMBER]**."

PARTIAL OR MULTIPLE DRAWINGS BY BENEFICIARY UNDER THIS LETTER OF CREDIT ARE PERMITTED. DEMANDS FOR PAYMENT HEREUNDER HONORED BY THE ISSUER SHALL NOT, IN THE AGGREGATE, EXCEED THE STATED AMOUNT.

PRESENTATION OF SUCH CERTIFICATION SHALL BE MADE ON ANY DAY WHICH IS A BUSINESS DAY FOR US PRIOR TO 5:00 P.M. ET AT OUR OFFICE LOCATED AT [ADDRESS OF ISSUING BANK], ATTENTION: [ISSUING BANK DEPARTMENT]. IF SUCH IS RECEIVED AT SUCH OFFICE, ALL IN CONFORMITY WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT, ON OR PRIOR TO THE EXPIRATION DATE HEREOF, WE HEREBY AGREE WITH YOU THAT WE WILL DULY HONOR THE SAME, IN IMMEDIATELY AVAILABLE FUNDS, WITHIN FIVE (5) BUSINESS DAYS FOLLOWING SUCH PRESENTATION.

IN ADDITION TO THE PRESENTATION OF YOUR DEMAND TO OUR ADDRESS MENTIONED ABOVE, PLEASE EMAIL A COPY OF THE DOCUMENTS TO [ISSUING BANK DEPARTMENT EMAIL ADDRESS].

THIS LETTER OF CREDIT IS EFFECTIVE IMMEDIATELY AND EXPIRES ON [DATE].

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ADDITIONAL PERIODS OF ONE YEAR FROM THE PRESENT OR ANY FUTURE EXPIRATION DATE HEREOF, UNLESS AT LEAST SIXTY (60) DAYS PRIOR TO ANY SUCH DATE WE SHALL NOTIFY YOU BY REGISTERED MAIL AND HAND DELIVERED NOTIFICATION AT THE ABOVE ADDRESS THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT EXTENDED FOR ANY SUCH ADDITIONAL PERIOD.

WE HEREBY UNDERTAKE THAT WE WILL NOT MODIFY, REVOKE OR CANCEL THIS LETTER OF CREDIT WITHOUT YOUR WRITTEN CONSENT. PAYMENT OF DRAFTS DRAWN UNDER THIS LETTER OF CREDIT IS NOT CONTINGENT ON OUR RIGHT TO REIMBURSEMENT FROM THE APPLICANT. THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING, AND SUCH UNDERTAKING SHALL NOT BE MODIFIED, ANNULLED OR AMPLIFIED BY REFERENCE TO ANY OTHER DOCUMENT, INSTRUMENT OR AGREEMENT REFERRED TO HEREIN OR IN WHICH THE LETTER OF CREDIT IS REFERRED OR TO WHICH THE LETTER OF CREDIT RELATES, AND ANY SUCH REFERENCE SHALL NOT BE DEEMED TO INCORPORATE HEREIN BY REFERENCE ANY DOCUMENT, INSTRUMENT OR AGREEMENT, EXCEPT FOR THE ISP98 (AS DEFINED BELOW).

IF A DEMAND FOR PAYMENT MADE BY [BENEFICIARY] HEREUNDER DOES NOT, IN ANY INSTANCE, CONFORM TO THE TERMS AND CONDITIONS OF THIS LETTER

OF CREDIT, WE SHALL GIVE YOU PROMPT NOTICE THAT THE PURPORTED DEMAND WAS NOT EFFECTED IN ACCORDANCE WITH THIS LETTER OF CREDIT, STATING THE REASONS THEREFOR, AS WE MAY ELECT. UPON RECEIVING THE NOTICE THAT THE PURPORTED DEMAND WAS NOT EFFECTED IN CONFORMITY WITH THIS LETTER OF CREDIT, YOU MAY ATTEMPT TO CORRECT ANY SUCH NONCONFORMING DEMAND FOR PAYMENT IF, AND TO THE EXTENT THAT, YOU AS BENEFICIARY ARE ENTITLED (WITHOUT REGARD TO THE PROVISIONS OF THIS SENTENCE) AND ABLE TO DO SO BEFORE 5:00 P.M. ET ON OR BEFORE THE EXPIRATION DATE.

BY PAYING YOU AN AMOUNT DEMANDED IN ACCORDANCE WITH THIS LETTER OF CREDIT, WE MAKE NO REPRESENTATION AS TO THE CORRECTNESS OF THE AMOUNT DEMANDED OR YOUR REPRESENTATIONS ON THE CERTIFICATIONS REQUIRED OF YOU BY THIS LETTER OF CREDIT.

THIS LETTER OF CREDIT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNATIONAL STANDBY PRACTICES, ICC PUBLICATION NO. 590 (the "ISP98"), OR BY SUBSEQUENT UNIFORM CUSTOMS AND PRACTICE FIXED BY SUBSEQUENT CONGRESSES OF THE INTERNATIONAL FINANCIAL SERVICES ASSOCIATION AND/OR THE ICC BANKING COMMISSION. THIS LETTER OF CREDIT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF [ILLINOIS], WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS.

Authorized signature from **[ISSUING BANK]**

ATTACHMENT 1 TO THE LETTER OF CREDIT
SIGHT DRAFT

VIA OVERNIGHT COURIER

[NAME OF ISSUING BANK]

[ADDRESS]

ATTENTION: STANDBY LETTER OF CREDIT DEPARTMENT

RE: DRAWN UNDER IRREVOCABLE LETTER OF CREDIT NO. **[NUMBER]**

THE UNDERSIGNED, A DULY AUTHORIZED OFFICER OF BENEFICIARY, HEREBY CERTIFIES TO **[ISSUING BANK]** (THE "ISSUER"), WITH REFERENCE TO OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. **[NUMBER]** (THE "LETTER OF CREDIT") ISSUED BY ISSUER FOR THE APPLICANT IN FAVOR OF BENEFICIARY:

THIS DRAWING UNDER **[ISSUING BANK]** LETTER OF CREDIT NO. **[NUMBER]** IN THE AMOUNT OF U.S. \$ _____ IS BEING MADE IN ACCORDANCE WITH THE LETTER OF CREDIT.

[BENEFICIARY] is entitled to demand payment under the letter the credit pursuant to the Interconnection Agreement.]. THEREFORE, WE DEMAND PAYMENT OF USD [INSERT AMOUNT] UNDER IRREVOCABLE STANDBY LETTER OF CREDIT NO. [NUMBER]."

YOU ARE DIRECTED TO MAKE PAYMENT OF THE REQUIRED DRAWING TO OUR ACCOUNT NO. _____ IN OUR NAME AT [BANK NAME AND ADDRESS].

ON BEHALF OF **[BENEFICIARY]**

NAME (PRINTED): _____

TITLE: _____

EXHIBIT C TO ATTACHMENT 9
FORM OF ESCROW AGREEMENT

ESCROW AGREEMENT
(Basic Three Party Escrow)

THIS ESCROW AGREEMENT (this “Escrow Agreement”) is entered into as of _____, 20__, by and among Commonwealth Edison Company (“Party A”), _____ (“Party B”, and together with Party A, sometimes referred to individually as “Party” and collectively as the “Parties”), and JPMorgan Chase Bank, N.A. (“Escrow Agent”).

WHEREAS, Party A and Party B are parties to that certain Agreement for Interconnection of Distributed Energy Resources Facilities dated [_____, 20__] (the “Interconnection Agreement”).

WHEREAS, the Interconnection Agreement sets forth the terms and conditions applicable to the procurement, installation, and construction of such facilities necessary for the interconnection of distributed energy resources facilities for the 25-16063 (the “Project”).

WHEREAS, pursuant to the Interconnection Agreement, Party B is required to provide the EDC with a deposit equal to 100% of the estimated, non-binding cost to procure, install, or construct any interconnection facilities and/or distribution upgrades (the “Security Deposit”).

WHEREAS, in lieu of Party B providing the EDC with the Security Deposit, Party A and Party B have agreed to deposit in escrow the Security Deposit.

WHEREAS, the Parties wish such Security Deposit to be subject to the terms and conditions set forth herein.

Now, therefore, in consideration of the premises and mutual covenants set forth in this Agreement, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Parties covenant and agree as follows:

1. **Recitals.** The Recitals to this Agreement are incorporated into and shall constitute a part of this Agreement.
2. **Appointment.** The Parties hereby appoint Escrow Agent as their escrow agent for the purposes set forth herein, and Escrow Agent hereby accepts such appointment under the terms and conditions set forth herein.
3. **Fund; Investment.** (a) Party B agrees to deposit with Escrow Agent the sum of \$_____, which amount shall equal One Hundred Percent (100%) of the Security Deposit (the “Escrow Deposit”). Escrow Agent shall hold the Escrow Deposit in one or more demand deposit accounts and shall invest and reinvest the Escrow Deposit and all interest or other income thereof (the “Fund”) in an interest bearing demand deposit account at JPMorgan Chase Bank, N.A., or a successor investment offered by Escrow Agent. The Escrow Agent will use the unique identification for the Fund in the name of the Project as described above (i.e., Project ID). The Fund shall be separated from all other funds or monies that are not associated with this Escrow Agreement or the Project. Interest bearing demand deposit accounts have rates of compensation that may vary from time to time as determined by Escrow Agent. No other investment of the Escrow Deposit will be permitted during the term of this Escrow Agreement. In addition to the Escrow Deposit, Party B shall be responsible for all fees and costs associated with the Fund including, but not limited to, Fund setup costs, including, but not limited to, any costs associated with Know Your Customer (KYC) compliance, Escrow Agent’s compensation set forth in Section 7 of this Escrow Agreement, and any fees and costs associated with the interest bearing demand deposit account or a successor investment account for the Fund.

(b) Escrow Agent will not provide supervision, recommendations or advice relating to either the investment of moneys held in the Fund or the purchase, sale, retention or other disposition of any investment described herein, and each Party acknowledges that it was not offered any investment, tax or accounting advice or recommendation by

Escrow Agent with regard to any investment and has made an independent assessment of the suitability and appropriateness of any investment selected hereunder for purposes of this Escrow Agreement. Escrow Agent shall not have any liability for any loss sustained as a result of any investment made pursuant to the terms of this Escrow Agreement or as a result of any liquidation of any investment prior to its maturity. Escrow Agent shall have the right to liquidate any investments held in order to provide funds necessary to make required payments under this Escrow Agreement.

(c) All interest or other income earned under this Escrow Agreement shall be allocated to Party B and reported, by Escrow Agent to the IRS, or any other taxing authority, on IRS Form 1099 or 1042/1042-S (or other appropriate form) as income earned from the Escrow Deposit by Party B whether or not said income has been distributed during such year. Escrow Agent shall withhold any taxes it deems appropriate in the absence of proper tax documentation or as required by law, and shall remit such taxes to the appropriate authorities. The Parties hereby represent to Escrow Agent that no other tax withholding or information reporting of any kind is required by Escrow Agent.

4. **Disposition and Termination.** (a) The Parties agree that the Escrow Deposit shall be disbursed to Party A on the dates set forth in the Disbursement Schedule attached hereto as Exhibit A-2 to this Escrow Agreement (each such date, a "Scheduled Disbursement") and any interest or income earned on the Escrow Deposit shall be disbursed to Party B on the last Scheduled Disbursement date, in each case, using the wire instructions in Schedule 3 attached hereto. In the event that Party A does not want the Escrow Agent to make any such Scheduled Disbursement, Party A must provide Escrow Agent with written notice no later than two (2) Business Days prior to such Scheduled Disbursement (a "Non-Disbursement Notice"). In the event that Party A desires for the Escrow Agent to disburse the Escrow Deposit other than for a Scheduled Disbursement, Party A shall issue a written instruction to the Escrow Agent in substantially the form of Exhibit A-1 annexed hereto ("Escrow Draw Notice"). Escrow Agent shall comply with each such Scheduled Disbursement, Non-Disbursement Notice, or Escrow Draw Notice without consent from Party B or any other person. The Parties agree that Escrow Agent shall act upon and according to the direction of Party A and that Party B shall have no claim for any inappropriate instructions, orders, or notice. For the avoidance of doubt, the Parties acknowledge and agree that Party B shall have no right to object to a Scheduled Disbursement or an Escrow Draw Notice delivered pursuant to this Section 4(a) and any objection or other instruction which attempts to prevent or delay the release of any such funds requested pursuant to a Scheduled Disbursement or an Escrow Draw Notice hereunder shall be of no force or effect and shall be ignored by the Escrow Agent without any liability. The Escrow Agent may rely upon the validity, accuracy and content of the statements contained in any Escrow Draw Notice delivered pursuant to this Section 4(a).

Notwithstanding anything to the contrary, except for transfers or distributions pursuant to a Scheduled Disbursement, any instructions in any way related to the transfer or distribution of the Fund must, in order to be deemed delivered and effective, be in writing and executed by the appropriate Party or Parties as evidenced by the signatures of the person or persons signing this Escrow Agreement or one of the designated persons as set forth on the Designation of Authorized Representatives attached hereto as Schedule 1-A for Party A and Schedule 1-B for Party B (for the avoidance of doubt, Party B shall not have the right to unilaterally instruct the Escrow Agent to disburse the Fund or any portion thereof) (each an "Authorized Representative"), and delivered to Escrow Agent through an online platform offered by Escrow Agent's escrow services business ("Escrow Direct") or by another method approved in writing by Escrow Agent. Escrow Agent shall not act upon any instruction for or related to the transfer or distribution of the Fund that does not satisfy the requirements herein and will not be liable to any Party or other person for such failure to act. Escrow Agent may rely and act in good faith upon the confirmation of anyone purporting to be an Authorized Representative in connection with any of Escrow Agent's verifying callbacks or email confirmations. Notwithstanding anything to the contrary, the Parties acknowledge and agree that Escrow Agent (i) shall have no obligation to take any action in connection with this Escrow Agreement on a non-Business Day and any action Escrow Agent may otherwise be required to perform on a non-Business Day may be performed by Escrow Agent on the following Business Day and (ii) shall not transfer or distribute the Fund until Escrow Agent has completed its security procedures.

(b) Each Party authorizes Escrow Agent to use the funds account transfer instructions ("Standing Instructions") specified for it in Schedule 3 attached hereto (as may be supplemented from time to time as described below) to disburse any funds due to such Party, without a verifying callback or email confirmation as set forth below.

(c) If any funds account transfer instructions other than Standing Instructions are set forth in a permitted instruction from Party A in accordance with this Escrow Agreement, Escrow Agent shall confirm such funds account transfer instructions by a telephone callback or email confirmation to an Authorized Representative of Party A and thereafter, such funds account transfer instructions shall also be considered the applicable Party's Standing Instructions hereunder. To the extent a callback or email confirmation is required, no funds will be disbursed until such confirmation occurs. If multiple disbursements are provided for under this Escrow Agreement pursuant to any Standing Instructions, only the date, amount and/or description of payments may change without requiring a telephone callback or email confirmation.

(d) The persons designated as Authorized Representatives and telephone numbers and email addresses for same may be changed only in a writing executed by an Authorized Representative or other duly authorized person of the applicable Party setting forth such changes and actually received by Escrow Agent via facsimile or as a Portable Document Format ("PDF") attached to an email or through Escrow Direct. Escrow Agent shall confirm any such change in Authorized Representatives by a telephone callback or email confirmation according to its security procedures.

(e) Escrow Agent and other financial institutions, including any intermediary bank and the beneficiary's bank, may rely upon the identifying number of the beneficiary, the beneficiary's bank or any intermediary bank included in a funds account transfer instruction, even if it identifies a person different from the beneficiary, the beneficiary's bank or intermediary bank identified by name. It is understood that the purpose of Escrow Agent's security procedures is to verify the authenticity of, and not to detect errors, other than clear or manifest errors, in, instructions.

(f) As used in this Escrow Agreement, "Business Day" shall mean any day other than a Saturday, Sunday or any other day on which Escrow Agent located at the notice address set forth below is authorized or required by law or executive order to remain closed. The Parties acknowledge that the security procedures set forth in this Section 4 are commercially reasonable. Upon delivery of the Fund in full by Escrow Agent, unless the Fund (or a portion thereof) is returned to Escrow Agent, this Escrow Agreement shall terminate and all the related account(s) shall be closed, subject to the provisions of Sections 6 and 7.

(g) Notwithstanding anything to the contrary contained in this Escrow Agreement, in the event that an electronic signature is affixed to an instruction issued hereunder to disburse or transfer funds, such instruction shall be confirmed by a verifying callback (or email confirmation) to an Authorized Representative of the Party that issued the instruction.

(h) In the event that Escrow Agent receives communication from a person Escrow Agent determines is not an Authorized Representative, it shall promptly notify the Parties of such communication and cooperate with the Parties as reasonably requested.

5. **Escrow Agent.** Escrow Agent shall comply with laws and regulations applicable to it as an Escrow Agent and have only those duties as are specifically and expressly provided herein, which shall be deemed purely ministerial in nature, and no other duties, including but not limited to any fiduciary duty, shall be implied. Notwithstanding anything to the contrary, Escrow Agent has no knowledge of, nor any obligation to comply with, the terms and conditions of any other agreement, including the Interconnection Agreement, Escrow Agent shall not be responsible for determining the meaning of any capitalized term not entirely defined herein, nor shall Escrow Agent be required to determine if any Party has complied with any other agreement. Notwithstanding the terms of any other agreement, the terms and conditions of this Escrow Agreement shall control the actions of Escrow Agent. Escrow Agent may conclusively rely upon any written notice, document, instruction or request delivered by Party A or the Parties believed by it in good faith to be genuine and to have been signed by an Authorized Representative(s), as applicable, without inquiry and without requiring substantiating evidence of any kind, Escrow Agent shall be under no duty to inquire into or investigate the validity, accuracy, or content of any such document, notice, instruction or request. With respect to any instruction or notice from a Party that Escrow Agent has received, Escrow Agent shall be entitled to conclusively presume that the other Party (or Parties) has simultaneously received such instruction or notice. Any notice, document, instruction, or request delivered by a Party but not contemplated under this Escrow Agreement may be disregarded by Escrow Agent. ESCROW AGENT SHALL NOT BE LIABLE FOR ANY ACTION TAKEN, SUFFERED OR OMITTED TO BE TAKEN BY IT IN GOOD FAITH EXCEPT TO THE EXTENT THAT

ESCROW AGENT'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR ESCROW AGENT'S FAILURE TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS WAS THE CAUSE OR OTHERWISE GAVE RISE TO ANY DIRECT LOSS TO EITHER PARTY. Escrow Agent may execute any of its powers and perform any of its duties hereunder directly or through affiliates or agents. In the event Escrow Agent shall be uncertain, or believes there is some ambiguity, as to its duties or rights hereunder or receives instructions, claims or demands from any Party hereto which in Escrow Agent's judgment conflict with the provisions of this Escrow Agreement, or if Escrow Agent receives conflicting instructions from the Parties, Escrow Agent shall promptly notify Party A of such uncertainty or ambiguity prior to taking any action. Except in the case of a Scheduled Disbursement (as to which this sentence shall not apply), if, after providing notice to Party A of such uncertainty or ambiguity, the Escrow Agent still believes there is some ambiguity, uncertainty or conflict, Escrow Agent shall be entitled either to: (a) refrain from taking any action until it shall be given (i) a written direction executed by an Authorized Representative of Party A which eliminates such ambiguity or conflict or (ii) a court order issued by a court of competent jurisdiction (it being understood that Escrow Agent shall be entitled conclusively to rely and act upon any such court order and shall have no obligation to determine whether any such court order is final); or (b) file an action in interpleader. Escrow Agent shall have no duty to solicit any payments which may be due it or any accounts governed by this Escrow Agreement, including, without limitation, the Escrow Deposit nor shall Escrow Agent have any duty or obligation to confirm or verify the accuracy or correctness of any amounts deposited with it hereunder. The Parties grant to Escrow Agent a lien and security interest in the Fund in order to secure any indemnification obligations of the Parties or obligation for fees or expenses owed to Escrow Agent hereunder. ANYTHING IN THIS ESCROW AGREEMENT TO THE CONTRARY NOTWITHSTANDING, IN NO EVENT SHALL ESCROW AGENT BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOST PROFITS), EVEN IF ESCROW AGENT HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH LOSS OR DAMAGE AND REGARDLESS OF THE FORM OF ACTION.

6. **Succession.** Escrow Agent may resign and be discharged from its duties or obligations hereunder by giving no less than thirty (30) days advance notice in writing of such resignation to the Parties or may be removed, with or without cause, by Party A at any time after giving not less than thirty (30) days advance written notice to Escrow Agent. Escrow Agent's sole responsibility after such thirty (30) day notice period expires shall be to hold the Fund (without any obligation to reinvest the same) and to deliver the same to a designated substitute escrow agent, if any, appointed by Party A or in accordance with the directions of a final court order, at which time of delivery, Escrow Agent's obligations hereunder shall cease and terminate. If prior to the effective resignation or removal date, Party A has failed to appoint a successor escrow agent, or to instruct Escrow Agent to deliver the Fund to another person as provided above, or if such delivery is contrary to applicable law, at any time on or after the effective resignation date, Escrow Agent may either (a) interplead the Fund with a court located in the State of Illinois and the costs, expenses, and reasonable attorney's fees which are incurred in connection with such proceeding may be charged against and withdrawn from the Fund; or (b) appoint a successor escrow agent of its own choice. Any appointment of a successor escrow agent shall be binding upon the Parties and no appointed successor escrow agent shall be deemed to be an agent of Escrow Agent. Escrow Agent shall deliver the Fund to any appointed successor escrow agent, at which time Escrow Agent's obligations under this Agreement shall cease and terminate. Any entity into which Escrow Agent may be merged or converted or with which it may be consolidated, or any entity to which all or substantially all the escrow business may be transferred, shall be Escrow Agent under this Escrow Agreement without further act.

7. **Compensation; Acknowledgment.** Party B agrees to pay Escrow Agent upon execution of this Escrow Agreement and from time to time thereafter reasonable compensation for the services to be rendered hereunder, which unless otherwise agreed in writing, shall be as described in Schedule 2. The Parties agree that, notwithstanding anything to the contrary, to the extent any Party deposits such compensation into an account governed by this Escrow Agreement, Escrow Agent shall have the right to withdraw such compensation from such account. Each of the Parties further agrees to the disclosures and agreements set forth in Schedule 2.

8. **Indemnification and Reimbursement.** The Parties agree jointly and severally to indemnify, defend, hold harmless, pay or reimburse Escrow Agent and its affiliates and their respective successors, assigns, directors, agents and employees (the "Indemnitees") from and against any and all losses, damages, claims, liabilities, taxes (other than taxes on income earned by an Indemnatee in connection herewith), costs or expenses (including attorney's fees) (collectively "Losses"), resulting directly or indirectly from (a) Escrow Agent's performance of this Escrow Agreement, except to the extent that such Losses are finally determined by a court of competent jurisdiction to have been caused by the gross negligence, willful misconduct, or bad faith of such Indemnatee; and (b) Escrow Agent's

following, accepting or acting upon any instructions or directions, whether joint or singular, from the Parties received in accordance with this Escrow Agreement. The Parties hereby grant Escrow Agent a right of set-off against the Fund for the payment of any claim for indemnification, fees, expenses and amounts due to Escrow Agent or an Indemnatee. The obligations set forth in this Section 8 shall survive the resignation, replacement, or removal of Escrow Agent or the termination of this Escrow Agreement.

9. **Notices.** Except as otherwise provided in Section 3, all communications hereunder shall be in writing (which may be a PDF attached to an email) and shall be delivered by facsimile or email, to the appropriate fax number or email address set forth for each party as follows:

If to Party A:

(street address)
 (City, state [*country*], zip [*postal code*])
 Attention:
 Tel No.:
 Fax No.: N/A
 Email Address:
treasuryoperations@exeloncorp.com
comedescrowloc@comed.com
Interconnect@comed.com

Account statements
 and billing: [\[same as above\]](#)

With copies to:

(street address)
 (City, state [*country*], zip [*postal code*])
 Attention:
 Tel No.:
 Fax No.:
 Email Address:

If to Party B:

(street address) [REDACTED]
 (City, state [*country*], zip [*postal code*]) [REDACTED]
 Attention: [REDACTED]
 Tel No.: [REDACTED]
 Fax No.: [REDACTED]
 Email Address: [REDACTED]

Account statements
 and billing: [\[Insert address if different from above\]](#)

With copies to:

(street address) [REDACTED]
 (City, state [*country*], zip [*postal code*]) [REDACTED]
 Attention: [REDACTED]
 Tel No.: [REDACTED]
 Fax No.: [REDACTED]
 Email Address: [REDACTED]

If to Escrow Agent:

JPMorgan Chase Bank, N.A.
 Rory Nowakowski, Escrow Services

712 Main Street, 5th Floor
Houston, Texas 77002
Fax No.: (713) 216-6927
Email Address: sw.escrow@jpmorgan.com

THE PARTIES AGREE THAT ANY INSTRUCTIONS IN ANY WAY RELATED TO THE TRANSFER OR DISTRIBUTION OF THE FUND MUST BE THROUGH ESCROW DIRECT OR AS OTHERWISE SET FORTH IN SECTION 4(A).

10. **Compliance with Directives.** In the event that a legal garnishment, attachment, levy, restraining notice, court order, or other governmental order (a "Directive") is served with respect to any of the Fund, or the delivery thereof shall be stayed or enjoined by a Directive, Escrow Agent is hereby expressly authorized, in its sole discretion, to obey and comply with all such Directives so entered or issued, and in the event that Escrow Agent obeys or complies with any such Directive it shall not be liable to any of the Parties hereto or to any other person by reason of such compliance notwithstanding such Directive be subsequently reversed, modified, annulled, set aside or vacated.

11. **Miscellaneous.** (a) The provisions of this Escrow Agreement may be waived, altered, amended or supplemented only by a writing signed by Escrow Agent and the Parties. Neither this Escrow Agreement nor any right or interest hereunder may be assigned by any Party without the prior consent of Escrow Agent and the other Party and any assignment in violation of this Escrow Agreement shall be ineffective and void. This Escrow Agreement shall be governed by and construed under the laws of the State of Illinois. Each Party and Escrow Agent irrevocably waives any objection on the grounds of venue, forum non-conveniens, or any similar grounds and irrevocably consents to service of process by mail or in any other manner permitted by applicable law and consents to the jurisdiction of the courts located in the State of Illinois. To the extent that in any jurisdiction either Party may now or hereafter be entitled to claim for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process or immunity from liability, such Party shall not claim, and hereby irrevocably waives, such immunity. Escrow Agent and the Parties further hereby knowingly, voluntarily and intentionally irrevocably waive, to the fullest extent permitted by applicable law, any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to this Escrow Agreement.

(b) No party to this Escrow Agreement is liable to any other party for losses due to, or if it is unable to perform its obligations under the terms of this Escrow Agreement because of, acts of God, fire, war, terrorism, floods, strikes, public health emergencies, electrical outages, equipment or transmission failure, or other causes reasonably beyond its control; provided, however that such cause must directly impact or otherwise prevent the party from performing its obligations. This Escrow Agreement and any instructions from the Parties may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument or instruction, as applicable. This Escrow Agreement may be executed and transmitted by facsimile or as a PDF attached to an email and each such execution shall be of the same legal effect, validity and enforceability as a manually executed original, wet-inked signature. If any provision of this Escrow Agreement is determined to be prohibited or unenforceable by reason of any applicable law of a jurisdiction, then such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in such jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. The Parties each represent, warrant and covenant that (i) each document, notice, instruction, or request provided by such Party to Escrow Agent shall comply with applicable laws and regulations; (ii) such Party has full power and authority to enter into this Escrow Agreement and to perform all of the duties and obligations to be performed by it hereunder; and (iii) the person(s) executing this Escrow Agreement on such Party's behalf and certifying Authorized Representatives in the applicable Schedule 1 has been duly and properly authorized to do so, and each Authorized Representative of such Party has been duly and properly authorized to take actions specified for such person in the applicable Schedule 1. Except as expressly provided in Section 8 above, nothing in this Escrow Agreement, whether express or implied, shall be construed to give to any person or entity other than Escrow Agent and the Parties any legal or equitable right, remedy, interest, or claim under or in respect of the Fund or this Escrow Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement as of the date set forth above.

PARTY A

By: _____
Name: _____
Title: _____
Phone: _____
Email: _____

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement as of the date set forth above.

PARTY B

[Redacted]

By: [Redacted]

Name: [Redacted]

Title: [Redacted]

Phone: [Redacted]

Email: [Redacted]

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement as of the date set forth above.

ESCROW AGENT
JPMORGAN CHASE BANK, N.A.

By: _____
Name: Paul Gilliam
Title: Vice President

EXHIBIT A-1

FORM OF ESCROW DRAW NOTICE

JPMorgan Chase Bank, N.A.
Rory Nowakowski, Escrow Services
712 Main Street, 5th Floor
Houston, Texas 77002
Fax No.: (713) 216-6927
Email Address: sw.escrow@jpmorgan.com

[Date]

Re: [Name of Parties] – Escrow Agreement dated []
Escrow Account no. []

Dear Sir/Madam:

We refer to an escrow agreement dated [] among [], [] and JPMorgan Chase Bank, N.A., as Escrow Agent (the “Escrow Agreement”).

Capitalized terms in this letter that are not otherwise defined shall have the same meaning given to them in the Escrow Agreement.

Pursuant to Section [] of the Escrow Agreement, Party A instruct[s] Escrow Agent to release [the entirety of the Escrow Deposit] [the portion of the Escrow Deposit specified below] to the specified party as instructed below.

[Amount (In writing): [INSERT ONLY IF LESS THAN ENTIRE ESCROW DEPOSIT IS BEING DISBURSED]]

Beneficiary:

City:

Country:

US Instructions:

Bank Name:

Bank Address:

ABA Number:

Credit A/C Name:

Credit A/C #:

Credit A/C Address:

If Applicable:

FFC A/C Name:

FFC A/C #:

FFC A/C Address:

International Instructions:

Bank Name:

Bank Address

SWIFT Code:

US Pay Through ABA:

Credit A/C Name:

Credit A/C # (IBAN #):

Credit A/C Address:

If Applicable:

FFC A/C Name:

FFC A/C # (IBAN #):
FFC A/C Address:

PARTY A:

By: _____
Name:
Title:

EXHIBIT A-2
DISBURSEMENT SCHEDULE

Milestone (as set forth in Attachment 3 of the Interconnection Agreement)	Amount of Disbursement	Scheduled Disbursement
Milestone 3.1.1 Project Authorization (25%)	\$	, 20
Milestone 3.1.3 Materials (25%)	\$	, 20
Milestone 3.1.4 Construction (50%)	\$	, 20
Total	\$	

In addition to the above Disbursement Schedule, and pursuant to Section 4, Party A may deliver an Escrow Draw Notice to the Escrow Agent instructing Escrow Agent to disburse the Escrow Deposit or any portion thereof, to Party A. The Parties agree that Escrow Agent shall act upon and according to the direction of Party A and that Party B shall have no claim for any inappropriate instructions, orders, or notice. Party B shall not have the right to unilaterally instruct the Escrow Agent to disburse the Fund or any portion thereof.

Schedule 1-A

[Insert name of PARTY A]

**DESIGNATION OF AUTHORIZED
REPRESENTATIVES**

The undersigned, _____, being the duly elected, qualified and acting
_____ of _____ ("Party A"), does hereby certify:

1. That each of the following representatives is at the date hereof an Authorized Representative, as such term is defined in the Escrow Agreement, by and among Party A, Party B, and Escrow Agent to which this Schedule is attached (the "Escrow Agreement"), that the signature appearing opposite each Authorized Representative's name is the true and genuine signature of such Authorized Representative, and that each Authorized Representative's contact information is current and up-to-date at the date hereof. Each of the Authorized Representatives is authorized to issue instructions, confirm funds transfer instructions by callback or email confirmation and effect changes in Authorized Representatives on behalf of Party A, all in accordance with the terms of the Escrow Agreement. Callbacks or emails confirming an instruction shall be made to an Authorized Representative other than the Authorized Representative who issued the instruction unless (a) only a single Authorized Representative is designated below, (b) the information set forth below changes and is not updated by Party A such that only the Authorized Representative who issued the instruction is available to receive a callback or email confirmation, or (c) Party A is an individual. Party A acknowledges that pursuant to this Schedule, Escrow Agent is offering an option for callback or email confirmation to a different Authorized Representative, and if Party A nevertheless names only a single Authorized Representative or fails to update Authorized Representative information, Party A agrees to be bound by any instruction, whether or not authorized, confirmed by callback or email confirmation to the issuer of the instruction.

[Insert names and contact information of individuals who can be readily available to provide instructions and/or confirm disbursements on the telephone, as needed. Authorized Representatives may be set up on and receive requests to e-sign documents on JPMorgan's online Escrow Direct platform but will maintain the option to manually sign as well.]

NAME	SIGNATURE	DIRECT TELEPHONE, CELL NUMBER and EMAIL ADDRESS
_____	_____	(ph) _____ (cell) _____ (email) _____
_____	_____	(ph) _____ (cell) _____ (email) _____
_____	_____	(ph) _____ (cell) _____ (email) _____

2. Email confirmation not accompanied by other means of authentication (such as DocuSign initiated by Escrow Agent) approved by Escrow Agent is only permitted to a corporate email address (and not a personal email address) for purposes of this Schedule.
3. This Schedule may be signed in counterparts and the undersigned certifies that any signature set forth on an attachment to this Schedule is the true and genuine signature of an Authorized Representative

and that each such Authorized Representative's contact information is current and up-to-date at the date hereof.

4. That pursuant to Party A's governing documents, as amended, the undersigned has the power and authority to execute this Schedule on behalf of Party A.
5. Notwithstanding the above, if Party A is an individual and the sole Authorized Representative, no signature will be required below.

Signature: _____
Name: _____
Title: _____

**FOR YOUR SECURITY, PLEASE CROSS OUT ALL UNUSED SIGNATURE LINES ON THIS
SCHEDULE 1-A**

All instructions, including but not limited to funds transfer instructions, whether transmitted by facsimile, set forth in a PDF attached to an email or through an online platform offered by Escrow Agent's escrow services business, must include the signature (or electronic signature subject to the conditions set forth in the Escrow Agreement) of the Authorized Representative authorizing said funds transfer on behalf of such Party.

Schedule 1-B

[Insert name of PARTY B]

DESIGNATION OF AUTHORIZED REPRESENTATIVES

The undersigned, _____, being the duly elected, qualified and acting _____ of _____ ("Party B"), does hereby certify:

1. That each of the following representatives is at the date hereof an Authorized Representative, as such term is defined in the Escrow Agreement, by and among Party A, Party B, and Escrow Agent to which this Schedule is attached (the "Escrow Agreement"), that the signature appearing opposite each Authorized Representative's name is the true and genuine signature of such Authorized Representative, and that each Authorized Representative's contact information is current and up-to-date at the date hereof. Each of the Authorized Representatives is authorized to confirm funds transfer instructions by callback or email confirmation and effect changes in Authorized Representatives on behalf of Party B, all in accordance with the terms of the Escrow Agreement. Callbacks or emails confirming an instruction shall be made to an Authorized Representative other than the Authorized Representative who issued the instruction unless (a) only a single Authorized Representative is designated below, (b) the information set forth below changes and is not updated by Party B such that only the Authorized Representative who issued the instruction is available to receive a callback or email confirmation, or (c) Party B is an individual. Party B acknowledges that pursuant to this Schedule, Escrow Agent is offering an option for callback or email confirmation to a different Authorized Representative, and if Party B nevertheless names only a single Authorized Representative or fails to update Authorized Representative information, Party B agrees to be bound by any instruction, whether or not authorized, confirmed by callback or email confirmation to the issuer of the instruction.

[Insert names and contact information of individuals who can be readily available to provide instructions and/or confirm disbursements on the telephone, as needed. Authorized Representatives may be set up on and receive requests to e-sign documents on JPMorgan's online Escrow Direct platform but will maintain the option to manually sign as well.]

NAME	SIGNATURE	DIRECT TELEPHONE, CELL NUMBER and EMAIL ADDRESS
_____	_____	(ph) _____ (cell) _____ (email) _____
_____	_____	(ph) _____ (cell) _____ (email) _____
_____	_____	(ph) _____ (cell) _____ (email) _____

- Email confirmation not accompanied by other means of authentication (such as DocuSign initiated by Escrow Agent) approved by Escrow Agent is only permitted to a corporate email address (and not a personal email address) for purposes of this Schedule.
- This Schedule may be signed in counterparts and the undersigned certifies that any signature set forth on an attachment to this Schedule is the true and genuine signature of an Authorized Representative

and that each such Authorized Representative's contact information is current and up-to-date at the date hereof.

4. That pursuant to Party B's governing documents, as amended, the undersigned has the power and authority to execute this Schedule on behalf of Party B.
5. Notwithstanding the above, if Party B is an individual and the sole Authorized Representative, no signature will be required below.

Signature: _____
Name: _____
Title: _____

**FOR YOUR SECURITY, PLEASE CROSS OUT ALL UNUSED SIGNATURE LINES ON THIS
SCHEDULE 1-B**

All instructions, including but not limited to funds transfer instructions, whether transmitted by facsimile, set forth in a PDF attached to an email or through an online platform offered by Escrow Agent's escrow services business, must include the signature (or electronic signature subject to the conditions set forth in the Escrow Agreement) of the Authorized Representative authorizing said funds transfer on behalf of such Party.

SCHEDULE 2

J.P.Morgan

Schedule of Fees and Disclosures for Escrow Agent Services

Account Acceptance Fee \$WAIVED

Encompassing review, negotiation and execution of governing documentation, opening of the account, and completion of all due diligence documentation. Payable upon closing.

ONE-TIME Administration Fee \$3,500.00

The Administration Fee covers our usual and customary ministerial duties, including record keeping, distributions, document compliance and such other duties and responsibilities expressly set forth in the governing documents for each transaction. Payable upon closing and annually in advance thereafter, without pro-rata for partial years.

Extraordinary Services and Out-of-Pocket Expenses: Escrow Agent or any of its affiliates may receive compensation with respect to any investment directed hereunder including without limitation charging any applicable agency fee or trade execution fee in connection with each transaction. Any additional services beyond our standard services as specified above, and all reasonable out-of-pocket expenses including attorney's or accountant's fees and expenses will be considered extraordinary services for which related costs, transaction charges, and additional fees will be billed at Escrow Agent's then standard rate. Escrow Agent may impose, charge, debit, pass-through and modify fees and/or charges for any account established and services provided by Escrow Agent, including but not limited to, transaction, maintenance, balance-deficiency, and service fees, agency or trade execution fees, and other charges, including those levied by any governmental authority.

Fee Disclosure & Assumptions: Please note that the fees quoted are based on a review of the transaction documents provided and an internal due diligence review, and assumes the escrow deposit will be continuously invested in an interest bearing demand deposit account at JPMorgan Chase Bank, N.A. Escrow Agent reserves the right to revise, modify, change and supplement the fees quoted herein if the assumptions underlying the activity in the account, level of balances, market volatility or other factors change from those used to set the fees described herein.

Payment of the invoice is due upon receipt.

Disclosures and Agreements:

Taxes. The Parties shall duly complete such tax documentation or other procedural formalities necessary for Escrow Agent to complete required tax reporting and for the relevant Party to receive interest or other income without withholding or deduction of tax in any jurisdiction. Should any information supplied in such tax documentation change, the Parties shall promptly notify Escrow Agent. Escrow Agent shall withhold any taxes it deems appropriate in the absence of proper tax documentation or as required by law, including without limitation, the Foreign Account Tax Compliance Act ("FATCA"), and shall remit such taxes to the appropriate authorities.

Know Your Customer. To assist in the prevention of the funding of terrorism and money laundering activities, applicable law may require financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for the Parties: when the Parties open an account, Escrow Agent may ask for each Party's name, address, date of birth (for natural persons), and/or other information and documents that will allow Escrow Agent to identify such Party. Escrow Agent may also request and obtain certain information from third party vendors regarding any Party. To fulfill Escrow Agent's "know your customer" responsibilities and in connection with its performance of this Agreement, Escrow Agent may request information and/or documentation from each Party from time to time, including, without limitation, regarding such Party's organization, business and, to the extent applicable, beneficial owner(s) of such Party, including relevant natural or legal persons, and such Party shall procure and furnish the same to Escrow Agent in a timely manner. Any information and/or documentation furnished by any Party is the sole responsibility of such Party and Escrow Agent is entitled to rely on the information and/or documentation without making any verification whatsoever (except for the authentication under the security procedures, as applicable). Each Party represents and warrants that all such information and/or documentation is true, correct and not misleading and shall advise Escrow Agent promptly of any changes and, except as prohibited by applicable law, such Party agrees to provide complete responses to Escrow Agent's requests within the timeframes specified. If any Party fails to provide or consent to the provision of any information required by this paragraph, Escrow Agent may suspend or discontinue providing any service hereunder and resign pursuant to this Agreement.

OFAC Disclosure. Escrow Agent is required to act in accordance with the laws and regulations of various jurisdictions relating to the prevention of money laundering and the implementation of sanctions, including but not limited to regulations issued by the U.S. Office of Foreign Assets Control. Escrow Agent is not obligated to execute payment orders or effect any other transaction where the beneficiary or

other payee is a person or entity with whom Escrow Agent is prohibited from doing business by any law or regulation applicable to Escrow Agent, or in any case where compliance would, in Escrow Agent's opinion, conflict with applicable law or banking practice or its own policies and procedures. Where Escrow Agent does not execute a payment order or effect a transaction for such reasons, Escrow Agent may take any action required by any law or regulation applicable to Escrow Agent including, without limitation, freezing or blocking funds. Transaction screening may result in delays in the posting of transactions.

Loss of Contact & Unclaimed Property. Escrow Agent is required to act in accordance with the laws and regulations of various states and jurisdictions relating to unclaimed property, escheatment, abandoned property, or similar law and, accordingly, shall be entitled, but not obligated, to report and remit dormant funds to any state as unclaimed property in accordance with such laws and regulations. Without limitation of the foregoing, notwithstanding any instruction to the contrary, Escrow Agent shall not be liable to any Party for any amount disbursed from an account maintained under this Agreement to a government entity or public official in compliance with any applicable unclaimed property, escheatment, abandoned property, or similar law. Similarly, Escrow Agent shall not be liable to any party for failing to disburse an amount from an account maintained under this Agreement to a government entity or public official in compliance with any applicable unclaimed property, escheatment, abandoned property, or similar law.

Should Escrow Agent reasonably determine that it has lost contact with the Parties for three (3) years or more, Escrow Agent may send to the Parties a notice of inactivity to the addresses and in the manner set forth in Section 9 of this Agreement. Should the Parties fail to respond to such notice of inactivity within sixty (60) days, Escrow Agent may, in its sole judgment, consider the Fund as payable and distributable for purposes of state unclaimed property laws as of the date of last contact with the Parties. In the absence of any agreement to the contrary, at the end of the applicable dormancy period, Escrow Agent may report and remit the Fund, listing the Parties as co-owners, to the state of the account holder's last-known address as set forth in this Agreement.

Information. The Parties authorize Escrow Agent to disclose information with respect to this Agreement and the account(s) established hereunder, the Parties, or any transaction hereunder if such disclosure is: (i) necessary in Escrow Agent's opinion, for the purpose of allowing Escrow Agent to perform its duties and to exercise its powers and rights hereunder or for operational or risk management purposes or compliance with legal, tax and regulatory requirements, including, without limitation, FATCA; (ii) to a proposed assignee of the rights of Escrow Agent; (iii) to a branch, affiliate, subsidiary, employee or agent of Escrow Agent or to their auditors, regulators or legal advisers or to any competent court; (iv) to the auditors of any of the Parties; or (v) required by applicable law, regardless of whether the disclosure is made in the country in which each Party resides, in which the escrow account is maintained, or in which the transaction is conducted. The Parties agree that such disclosures by Escrow Agent and its affiliates may be transmitted across national boundaries and through networks, including those owned by third parties.

Acknowledgment of Compensation and Multiple Roles. Escrow Agent is authorized to act under this Agreement notwithstanding that Escrow Agent or any of its subsidiaries or affiliates (such subsidiaries and affiliates hereafter individually called an "Affiliate" and collectively called "Affiliates") may (A) receive fees or derive earnings (float) as a result of providing an investment product or account on the books of Escrow Agent pursuant to this Agreement or for providing services or referrals with respect to investment products, or (B) (i) act in the same transaction in multiple capacities, (ii) engage in other transactions or relationships with the same entities to which Escrow Agent may be providing escrow or other services under this Agreement, (iii) refer clients to an Affiliate for services or (iv) enter into agreements under which referrals of escrow or related transactions are provided to Escrow Agent. JPMorgan Chase Bank, N.A. may earn compensation from any of these activities in addition to the fees charged for services under this Agreement.

FDIC Disclosure. In the event Escrow Agent becomes insolvent or enters into receivership, Escrow Agent may provide to the Federal Deposit Insurance Corporation ("FDIC") account balance information for any account governed by this Agreement, as reflected on Escrow Agent's end-of-day ledger balance, and the customer name and tax identification number associated with such accounts for the purposes of determining the appropriate deposit insurance coverage. Funds held in such accounts will be insured by the FDIC under its applicable rules and limits.

THE FOLLOWING DISCLOSURES ARE REQUIRED TO BE PROVIDED UNDER APPLICABLE U.S. REGULATIONS, INCLUDING, BUT NOT LIMITED TO, FEDERAL RESERVE REGULATION D. WHERE SPECIFIC INVESTMENTS ARE NOTED BELOW, THE DISCLOSURES APPLY ONLY TO THOSE INVESTMENTS AND NOT TO ANY OTHER INVESTMENT.

Demand Deposit Account Disclosure. Escrow Agent is authorized, for regulatory reporting and internal accounting purposes, to divide an escrow demand deposit account maintained in the U.S. in which the Fund is held into a demand deposit internal account and a savings internal account, and to transfer funds on a daily basis between these internal accounts on Escrow Agent's general ledger in accordance with U.S. law at no cost to the Parties. Escrow Agent will record the internal accounts and any transfers between them on Escrow Agent's books and records only. The internal accounts and any transfers between them will not affect the Fund, any investment or disposition of the Fund, use of the escrow demand deposit account or any other activities under this Agreement, except as described herein. Escrow Agent will establish a target balance for the demand deposit internal account, which may change at any time. To the extent funds in the demand deposit internal account exceed the target balance, the excess will be transferred to the savings internal account, unless the maximum number of transfers from the savings internal account for that calendar month or statement cycle has already occurred. If withdrawals from the demand deposit internal account exceeds the available balance in the demand deposit internal account, funds from the savings internal account will be

transferred to the demand deposit internal account up to the entire balance of available funds in the savings internal account to cover the shortfall and to replenish any target balance that Escrow Agent has established for the demand deposit internal account. If a sixth transfer is needed during a calendar month or statement cycle, it will be for the entire balance in the savings internal account, and such funds will remain in the demand deposit internal account for the remainder of the calendar month or statement cycle.

Account Use. The Parties acknowledge and agree that the Fund may not be deposited or withdrawn by the Parties unless pursuant to the terms of this Agreement and consistent with the underlying purpose of this Agreement as communicated to Escrow Agent by the Parties, and the Fund will not be used for the general operating needs of the Parties while the Fund is held in any accounts governed by this Agreement.

Unlawful Internet Gambling. The use of any account to conduct transactions (including, without limitation, the acceptance or receipt of funds through an electronic funds transfer, or by check, draft or similar instrument, or the proceeds of any of the foregoing) that are related, directly or indirectly, to unlawful Internet gambling is strictly prohibited.

Recordings. Each Party and Escrow Agent consent to the other party or parties making and retaining recordings of telephone conversations between any Party or Parties on one hand and Escrow Agent on the other hand in connection with Escrow Agent's security procedures.

Use of Electronic Records and Signatures. As used in this Agreement, the terms "writing" and "written" include electronic records, and the terms "execute", "signed" and "signature" include the use of electronic signatures. Notwithstanding any other provision of this Agreement or the attached Exhibits and Schedules, any electronic signature that is presented as the signature of the purported signer, regardless of the appearance or form of such electronic signature, may be deemed genuine by Escrow Agent in Escrow Agent's sole discretion, and such electronic signature shall be of the same legal effect, validity and enforceability as a manually executed, original, wet-inked signature. Any electronically signed agreement shall be an "electronic record" established in the ordinary course of business and any copy shall constitute an original for all purposes. The terms "electronic signature" and "electronic record" shall have the meanings ascribed to them in 15 USC § 7006. This Agreement and any instruction or other document furnished hereunder may be transmitted by facsimile or as a PDF file attached to an email.

SCHEDULE 3**STANDING INSTRUCTIONS**

Party A:		Party B:	
Bank Name:		Bank Name:	
Bank Address:		Bank Address:	
ABA number:		ABA number:	
Credit A/C Name:		Credit A/C Name:	
Credit A/C #		Credit A/C #	
If Applicable:		If Applicable:	
FFC A/C Name:		FFC A/C Name:	
FFC A/C #:		FFC A/C #:	
FFC A/C Address:		FFC A/C Address:	

SCHEDULE 4**ESCROW DIRECT (ONLINE PLATFORM) – ADDITIONAL USERS**

Please list the names and email addresses of any additional contacts other than Authorized Representatives and contacts with email addresses listed in the Notice Section who shall have access for this transaction in Escrow Direct. Note that Authorized Representatives will be entitled to full access to Escrow Direct and contacts with email addresses in the notice section will automatically be added as additional users.

Party A:

Name: _____

Email Address: _____

Name: _____

Email Address: _____

Party B:

Name: _____

Email Address: _____

Name: _____

Email Address: _____