

VILLAGE OF CHATHAM, ILLINOIS

ORDINANCE NO. 08 - //

AN ORDINANCE APPROVING A BID FOR
INDEPENDENCE SUBSTATION EQUIPMENT

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE
OF CHATHAM, ILLINOIS THIS 25th DAY OF MARCH, 2008

Published in pamphlet form by the authority of the President and
Board of Trustees of the Village of Chatham, Sangamon County,
Illinois, this 25th day of March, 2008.

ORDINANCE NO. 08-11

AN ORDINANCE APPROVING BIDS FOR INDEPENDENCE SUBSTATION EQUIPMENT

WHEREAS, the Village of Chatham sought and obtained bids to be opened on March 5, 2008 for substation 86400 Lentronics Multiplexer System communication equipment. Proposal QA80125C-SJ for the main Substation and the new Independence Substation; and

WHEREAS, the bids were opened and evaluated in accordance with Project Manual Volume 1 Contract by Staff and PCI Management Consulting Company. The lowest responsible bidders were identified; and

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CHATHAM, ILLINOIS, AS FOLLOWS:

SECTION 1: That the bid from General Electric Company for a price of \$66,160 is hereby approved.

SECTION 2: This Ordinance is effective upon its passage and approval.

PASSED THIS 25th DAY OF MARCH, 2008

Thomas S Gray
Thomas S. Gray, President
Village of Chatham

ATTEST:

Pat Schad
Pat Schad, Village Clerk

AYES: HERR SCHATTEMAN BOYCE
REYNOLDS McGRATH KAVANAGA
NAYS: 0
ABSENT: 0

PASSED: 3-25-08
APPROVED: 3-25-08



ORDINANCE CERTIFICATE

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Chatham, Sangamon County, Illinois.

I do further certify that the Ordinance attached hereto is a full, true, and exact copy of Ordinance No. 08 - //, adopted by the President and Board of Trustees of said Village on the 25th day of March, 2008, said Ordinance being entitled:

**AN ORDINANCE APPROVING BIDS FOR
INDEPENDENCE SUBSTATION EQUIPMENT**

I do further certify that prior to the making of this certificate, the said Ordinance was spread at length upon the permanent records of said Village, where it now appears and remains.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Village this 25th day of March, 2008.



Pat Schad

Pat Schad, Village Clerk



General Electric Company

**Proposal
QA80125C-SJ**

**PCI Management and
Consulting Co.**

For:

**GE JMUX
SONET Multiplexer**

March 5, 2008



General Electric Company

8525 Baxter Place, Suite 100
Burnaby BC V5A 4V7 · Canada
Tel 604.421.8700
Fax 604.421.8707

<http://www.geindustrial.com>

Bernard Brault
Regional Sales Manager

March 5, 2008

Mr. Paul Mudroch
PCI Management and Consulting Co
1325 Wiley Rd, suite 158
Schaumburg, IL 60173

Tel.: 847/885-3400 x-17
Fax: 847/885-3481

Dear Mr. Mudroch,

GE Multilin, on behalf of General Electric Company, is pleased to present Proposal **QA80125C-SJ** providing pricing for GE JMUX SNET multiplex equipment. Pricing included is for equipment (Furnish) only.

The proposed two OC-3 nodes will be added into the existing OC-3 ring #2. Additional Expansion Shelf, power suppliers and JIF-Share are proposed for the existing Spaulding site. However, it is assumed that there are enough shelf space and JIF port of Data LS interfaces at Dispatch in Ring #1.

We appreciate this opportunity to present GE solution, and look forward to serving your tele-protection needs now and in the future. Please feel free to contact either of the undersigned should you have any questions or require additional information.

Sincerely,

Bernard Brault
Regional Sales Manager,
GE Multilin
3300 Beacon Hill St.
Edmond, OK 73034
Phone: (405) 340-0025 Cell: 312-953-7825
e-mail: bernard.brault@ge.com

Shao Jue
Network Engineer
GE Multilin
8525 Baxter Place, Suite 100,
Burnaby BC V5A 4V7 Canada
Phone: 604.421.8744 Fax: 604.421.8707
e-mail: shao.jue@ge.com



General Electric Company

PROPOSAL QA80125C-SJ
March 2008

PROPRIETARY STATEMENT

The information contained in this Proposal is proprietary information of **GE Multilin**, and its parent **General Electric Company**, and is submitted on the understanding that it shall not be used or disclosed for any purpose other than the evaluation of this proposal by **PCI Management and Consulting Co** and that **PCI Management and Consulting Co** shall use its best efforts to prevent disclosure of the aforesaid information to persons outside. The term "best efforts" shall be construed as being equivalent to **PCI Management and Consulting Co's** normal efforts to prevent inadvertent disclosure of its own proprietary information.

Information is subject to change, since **GE Multilin** reserves the right, without notice, to make changes in equipment design or components as progress in engineering or manufacturing methods may warrant.



General Electric Company

PROPOSAL QA80125C-SJ
March 2008

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General Electric Company

PROPOSAL QA80125C-SJ
March 2008

SECTION 1

**PRICING SUMMARY /
TERMS & CONDITIONS**



GE Multilin

To: PCI Management and Consulting Co

8525 Baxter Place, Suite 100,
Burnaby, B.C. V5A 4V7 Canada
Tel: 604.421.8700 Fax: 604.421.8707

Proposal:
QA80125C-SJ
Page 1 of 1

Attn: Mr. Paul Mudroch

5-Mar-08

In response to your request we take pleasure in proposing:

Terms of Payment: Net 30 Days		DELIVERY: 12 Weeks ARO		FOB: Point of Shipping	
Item	Qty	Description	Unit Price	Total Price	
			<u>USD</u>	<u>USD</u>	
1.00		86400 Lentronics Multiplexer System			
1.01	1 Lot	Chatham Main Node per Eqpt List	\$25,921	\$25,921	
1.02	1 Lot	Chatham Independent Node per Eqpt List	\$29,442	\$29,442	
1.03	1 Lot	Spaulding Misc per Eqpt List	\$8,681	\$8,681	
1.04	1 Lot	Dispatch Misc per Eqpt List	\$1,253	\$1,253	
1.05	1 Lot	Spares per Eqpt List	\$863	\$863	
TOTAL =				\$66,160	
Federal Sales Tax		<input type="checkbox"/> Included	State & Municipal Sales Tax		<input type="checkbox"/> Included
		<input checked="" type="checkbox"/> Excluded			<input checked="" type="checkbox"/> Excluded

This offer expires within 90 days of the date set forth above unless purchaser's acceptance is received by GE Multilin prior to that date.

Purchaser's Order No.: _____

Special instructions: _____
Shipping point: _____
Shipping date: _____
Completion date: _____

This offer is subject to the terms on the face hereof and in the proposal enclosed with this offer. Please read all terms on the front and back of all pages.

GE Multilin

Purchaser's Acceptance

Destination :
Prices Include Exclude freight charges

By: Bernard Brault

By: _____

Title: Regional Sales Manager

Title: _____

Date: 5-Mar-08

Date: _____

The warranty period ("Warranty Period") is 24 Months from the date of shipment

All of us ... Always with unyielding integrity ...

Signature: _____

Signature: _____



**GENERAL ELECTRIC COMPANY
STANDARD TERMS AND CONDITIONS OF SALE**

Acceptance of any proposal of GE Multilin, made on behalf of General Electric Company, herein called GEM (the "Seller") for supply, manufacture, repair, modification, inspection and/or field services, and acceptance by the Seller of any order for the foregoing is expressly limited to the terms and conditions set forth herein, unless otherwise agreed in writing by the Seller.

1.0 WARRANTIES

- 1.1 Seller warrants to Buyer that, unless otherwise stated by the Seller any products and services furnished hereunder will be free from defects in material, workmanship and title, under normal use and services and quality specified in Seller's quotation. This warranty shall apply only to failure to meet said warranties (excluding any defects in title) which appear within twenty-four (24) month from date of shipment from factory.
- 1.2 The conditions of any tests shall be mutually agreed upon and Seller shall be notified of, and may be represented at, all tests that may be made. The warranties and remedies set forth herein are conditioned upon (a) proper storage, installation, use and maintenance, and conformance with any applicable recommendations of Seller and (b) Buyer promptly notifying Seller of any defects and, if required, promptly making the product available for corrections.
- 1.3 If any products or service fails to meet the foregoing warranties, (except title), Seller shall, after Buyer delivery to Seller's plant, correct any such failures, at Seller's option by (i) repairing any defective or damage part or parts of the products, or (ii) making available any necessary repaired or replacement parts or necessary service which will be performed during normal working hours on a straight time basis. Repaired or replaced products will be returned FCA (INCOTERMS 2000) Seller's factory. Where a failure cannot be corrected by Seller's reasonable efforts, the parties will negotiate on an equitable adjustment in price.
- 1.4 This Paragraph sets forth the exclusive remedies for claim (except title) based on defect, failure or nonconformity of the products or services supplied, whether claim is in contract or tort (including negligence) or otherwise and however instituted. Upon the expiration of this warranty, all such liability shall terminate. Except as set forth in "Patents" the foregoing warranties are exclusive and in lieu of all other warranties whether written, oral, implied or statutory. **NO IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY.** Seller does not warrant any products or services of others, which Buyer has designated.

2.0 PRICES

- 2.1 Unless otherwise stated, prices are in US dollars EX WORKS Seller's factory.

3.0 PAYMENTS

- 3.1 Terms of payment shall provide for (i) one hundred (100%) per cent cash for each shipment, payment due net thirty (30) days upon presentation by the Seller of its invoices and (ii) evidence of readiness to ship to the Buyer or at a paying agency acceptable to the Seller.
- 3.2 If the Buyer delays shipments, Seller reserves the right to bill Buyer for any payments tied to shipments that shall become due on the date when the Seller is ready to make shipment. By reason of delay caused by the Buyer, the Seller may ship the product to a storage facility, Buyer shall pay such additional expense incurred by the Seller.
- 3.3 At the request of the Seller, payments shall be made by an irrevocable Letter of Credit established by the Buyer in favour of and acceptable to the Seller and confirmed by a U.S. bank satisfactory to the Seller.
- 3.4 If Buyer fails to fulfill any conditions of its payment obligations or if Buyer's financial condition at any time does not justify continuance of the work to be performed by Seller hereunder on the agreed terms of payment, Seller may require full or partial payment in advance before proceeding with any further activities related to the products or service to be supplied. Upon the occurrence of said non-fulfillment or financial condition, the Buyer shall compensate the Seller for any additional related costs and shall grant an extension of time for any related delays equal to said delays.



3.5 In the event of Buyer's bankruptcy or insolvency or in the event any proceeding is brought against Buyer, voluntarily or involuntarily, under the bankruptcy or any insolvency laws, Seller shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its proper cancellation charges. Seller's rights under this Paragraph are in addition to all rights available to it at law or in equity.

3.6 Interest at the rate of 1.5% per month (18% per annum) shall be payable by the Buyer from and after the date upon which any, and all, payments are due and payable by the Buyer to the Seller.

4.0 PATENTS

4.1 The Seller shall defend any suit or proceeding brought against the Buyer so far as based on claim that any product, or any part thereof, furnished under this contract and manufactured by the Seller, constitutes an infringement of any patent of Canada and the United States, if notified promptly in writing and given authority, information and assistance (at the Seller's expense) for the defense of same, and the Seller shall pay all damages and costs awarded therein against the Buyer. In case said product, or any part thereof, is in such held to constitute infringement and the use of said product or part is enjoined, the Seller shall, at its own expense and at its option, either procure for the Buyer the right to continue using said product or part, or replace same with non-infringing product, or modify it so it becomes non-infringing or remove said product and refund the purchase price and the transportation and installation costs thereof.

4.2 The preceding paragraph shall not apply to and the Seller shall assume no liability for (i) any products, or any part thereof, manufactured to Buyer's design or, (ii) circumstances where the patent infringement claim arises from using the products in combination with the Buyer's equipment or process.

4.3 In respect of any product not manufactured by the Seller, the patent infringement protection offered by the manufacturer thereof shall apply.

4.4 The right and obligations of the parties with respect to Patents or any other intellectual property rights are solely and exclusively as stated herein and the foregoing states the entire liability of the Seller for infringement of Patents or any other intellectual property rights.

5.0 DELIVERY, TITLE AND RISK

5.1 Seller shall, unless otherwise agreed, deliver the products FOB Point of Shipping, Freight and Insurance prepaid & billed to the Buyer. Partial shipment shall be allowed. Any delivery dates given are approximate and are upon prompt receipt by Seller of all information necessary to permit Seller to proceed with work without interruption.

5.2 Title to and property in the products and in any additional substitutions thereto shall pass when equipment is placed in the hands of a carrier at the point of shipment, or as work is performed. It is expressly understood and agreed, however, that the passage of title shall not be construed by GEM as a release from GEM's responsibility to fully carry out its obligations under the contract. Risk of loss or damage shall be retained by GEM until the equipment is delivered to the Buyer's site, unless Buyer and GEM agree on an alternative point. Upon the Buyer's failure to pay any amount payable, Seller, in addition to any other rights it may have, may immediately seize and remove the products regardless of whether they are attached to Realty. Seller may retain any sums paid by the Buyer to the date of seizure and removal as compensation for use of the products: this is without prejudice to the Seller's right to sue for further compensation. The Buyer shall not do anything or omit to do anything as a result of which Seller's title and property in the products is adversely affected.

5.3 Risk of loss or damage shall be retained by GEM until the equipment is delivered to the Buyers site, unless Buyer and GEM agree on an alternative point.

5.4 If shipment of the products or any part thereof is delayed by an act, request or omission of the Buyer or due to any cause referred to in Paragraph 7.0 the Seller may place such products into storage (which may be at the place of manufacture). In such event,

- (i) Seller's shipment obligation shall be deemed fulfilled and risk of loss and damage shall pass to Buyer.
- (ii) Any amounts payable to the Seller on delivery shall be payable upon presentation of Seller's related invoices, and upon payment title passes.
- (iii) All expenses incurred by the Seller, including, but not limited to, all expenses of preparation and shipment into storage, handling, storage, inspection, preservation and insurance shall be for Buyer's account and shall be payable upon Seller's presentation of related invoices.



6.0 INSURANCE

6.1 During the period between shipment (or if the product is installed by the Seller, from the time the product is turned over to the Buyer) and final payment for the products, the Buyer will maintain sufficient insurance thereon in the name of the Seller against loss or damage from any cause to cover the unpaid balance of the purchase price, and failing to do so no loss or damage suffered during the aforesaid period shall relieve the Buyer from payments of the balance of the purchase price or from any of the terms of this contract. During such period, the Buyer will maintain the products and related materials delivered by the Seller in good condition.

7.0 EXCUSABLE DELAY

7.1 The Seller shall not be in breach of any of its obligations under this contract where failure to perform or delay in performing any obligation is due, wholly or in part, to (i) a cause beyond its reasonable control, (ii) an act of God, an act or omission of the Buyer or of any governmental authority, governmental priorities, riots, strike or other labour disputes, fires, flood, sabotage, earthquake, storm, epidemic, or (iii) inability due to a cause beyond the Seller's reasonable control to obtain necessary or proper labour materials, components, facilities, energy, fuel, transportation, required instructions or information from the Buyer. The foregoing shall apply even though any such cause exists at the time of the order or occurs after the Seller's performance of its obligations is delayed by another cause.

7.2 The Seller will notify the Buyer promptly of any failure to perform or delay in performing due to a cause set out in Paragraph 7.1 and shall specify, as soon as practicable, when the obligation will be performed. Subject to Paragraph 7.3, the time for performing the obligation shall be extended for the period lost due to such a cause.

7.3 Where the period lost is at least 60 days and the parties have not agreed upon a revised basis for performing the obligation, including adjustment of the prices, then, either party may, upon 30 days written, terminate this contract whereupon the Buyer shall pay all outstanding monies due to the Seller and any Cancellation charges as determined in accordance with Paragraph 11.0.

8.0 LIMITATION OF LIABILITY

8.1 In no event, whether as a result of a breach of contract, warranty or tort (including negligence or otherwise), shall the Seller be liable to the Buyer for:

- (i) Loss of profit or revenue, loss of use, cost of capital, downtime costs, and cost of substitute products, facilities, services, or replacement power.
- (ii) Property damage external to the product and loss arising out of such damage.
- (iii) Special, indirect, punitive or consequential damage, and
- (iv) Any of the foregoing suffered by a customer of the Buyer

8.2 Except as may be provided in the PATENTS, Paragraph 4.0, in no event, whether as a result of a breach of contract, warranty or tort (including negligence) shall the liability of the Seller to the Buyer exceed the price of or allocable to the service or product, or components thereof, which gives rise to the claim. Except as to title, any such liability shall terminate upon expiration of the Warranties referred to in Paragraph 1.1

8.3 If the Buyer transfers title to or leases the products sold hereunder to any third party, Buyer shall obtain from such third party a provision in writing affording Seller and its suppliers the protection of this Paragraph 8.0. Seller acknowledges that Buyer may after a period of time transfer title of the hardware sold hereunder, where at such time the Buyer will execute a Software License agreement (similar to Exhibit A) that protects the intellectual property rights of Seller.

8.4 If the Seller furnishes Buyer with advice or other assistance which concern the products supplied hereunder or any system or equipment in which any such product may be installed and which is not required to an express term of this contract, the furnishing of such advice or assistance is done without assumption of responsibility or liability therefore and the Buyer shall not institute a claim in contract or in tort (including negligence) arising out of or in any way connected therewith.

9.0 TAXES AND DUTIES

9.1 Unless otherwise stated, the prices quoted herein do not include any present or future sales, use, excise, value added, business transfer or similar taxes.



9.2 Federal, State or Provincial, and all such taxes shall be paid by the Buyer or the Buyer shall provide the Seller with evidence of exemption therefrom. If any such taxes referred to in the preceding sentence are included in the prices, the prices shall be adjusted to reflect any changes subsequent to the date of the proposal in such taxes including, but not limited to, changes in the rate and amount. All amounts to be paid by the Buyer are payable as invoiced.

9.3 Any taxes (including income, stamp and turnover or value-added taxes) duties, fees, charges or assessments of any nature levied by any governmental authority outside Canada in connection with transaction, whether levied against Buyer, against Seller or its employees or against any of Seller's subcontractors or their employees, shall be the responsibility of the Buyer and shall be paid directly by the Buyer to the Governmental authority concerned. If Seller or its subcontractors, or the employees of either, are required to pay any such levies and/or fines, penalties, or assessments in the first instance, or as a result of Buyer's failure to comply with any applicable laws or regulations governing the payment of such levies by Buyer, the amount of any payments so made, plus the expense of currency conversion, shall be promptly reimbursed by Buyer upon submission of Seller's invoices therefore.

10.0 CANCELLATION

10.1 The buyer may cancel this order at any time upon written notice and payment to the Seller of the Cancellation Charges referred to in Paragraph 11.0.

11.0 CANCELLATION CHARGES

11.1 In the event that this contract is cancelled pursuant to the Excusable Delay, Cancellation or Nuclear Use Paragraphs, or all or any part of an Order the cancellation charges payable by the Buyer to the Seller shall be calculated as follows:

(i) In the event that Buyer cancels all or part of an Order, Buyer agrees to pay to Seller a cancellation charge for each Product that has been cancelled in accordance with the following schedule:

- 60 days or more prior to Ship Date	100% of Engineering Charges
- 45-59 days prior to Ship Date	5% of Order amount
- 30-44 days prior to Ship Date	20% of Order amount
- 0-29 days prior to Ship Date	50% of Order amount

(ii) 60 days or more prior to Ship Date 100% for each item of Third Party Hardware or Third Party Software that has been cancelled.

12.0 EXPORT SHIPMENT

12.1 In the absence of an agreement to the contrary, the Buyer shall arrange for (i) export shipment to Buyer's country and (ii) marine warehouse-to-warehouse insurance (including war risk, if available). If the Seller performs any, or all, of the aforementioned Export Shipment arrangements, the Buyer shall pay Seller for all related fees and expenses, including, but not limited to, those covering preparation of consular documents, consular fees, ocean freight, storage, insurance, and Seller's then current fee for such services upon submission of Seller's invoices therefore.

12.2 In performing any of the foregoing services, Seller shall comply with any reasonable instructions of Buyer or, in the absence thereof, shall act according to its best judgment. In so acting on Buyer's behalf, neither Seller nor its agents shall be liable for fines or other charges due to incorrect declarations or for negligence or for any special, consequential, incidental, indirect, or exemplary damages to the Buyer resulting therefrom.

13.0 GOVERNMENT AUTHORIZATION

13.1 The party that arranges for export shipment (or Buyer's designated export agent) shall be responsible for the timely application in its own name for any required Canadian or US. export license. Buyer shall responsible for timely obtaining and maintaining any required import license, exchange permit or any other governmental authorization. Buyer and Seller shall assist each other when such help is reasonably possible. Seller shall not be liable if any authorization of any government is delayed, denied, revoked, restricted or not renewed, and the Buyer shall not be relieved thereby of its obligations to pay Seller for its products or any other charges which are the obligation of the Buyer hereunder.

13.2 All shipments hereunder shall at all times be subject to the export control laws and regulations of Canada and the United States and any amendments thereto. Buyer agrees that it shall not make any disposition of Canada-origin products



purchased from Seller by way of trans-shipment, re-export, diversion or otherwise, other than in and to the ultimate country of destination specified on Buyer's order or declared as the country of ultimate destination on Seller's invoices, except as said laws and regulations may expressly permit.

14.0 NUCLEAR USE

14.1 The products sold are not intended for nor shall they be used for or as part of any activity or process involving nuclear fission or fusion, or any activity or process involving any use or handling of any radioactive material, including any nuclear material (as that term is defined in the Nuclear Liability Act of Canada). If the products or any part thereof are used by the Buyer contrary to the aforesaid, the Buyer shall provide, at its own expense, insurance and indemnity satisfactory to the Seller which protects the Seller and all of its subcontractors and suppliers from all loss, expense, damages, costs, or liability of every kind, whether in contract or in tort (including negligence) or the Seller may terminate this contract. Upon such a termination, the Buyer shall pay to the Seller cancellation charges determined according to the CANCELLATION CHARGES in Paragraph 11.0.

15.0 CONFIDENTIALITY

15.1 The Buyer acknowledges that all material and information related to the Seller's products and services which has or will come into its possession or knowledge, consists of confidential and proprietary data, which disclosure to or use by third parties will be damaging. The Buyer therefore agrees to hold such material and information in strictest confidence, not to make use thereof other than for the performance of the products or services supplied hereunder, to release it only to employees requiring such information, and not to release or disclose it to any other party under no less stringent conditions than the Buyer would take to protect their own intellectual property.

15.2 The Buyer agrees to take the appropriate action with respect to its employees to ensure that the above-referenced obligations of non-use and non-disclosure of confidential information can be fully satisfied.

16.0 INDEMNIFICATION

16.1 Buyer will indemnify and hold harmless the Seller from any loss, claim or damage of persons or property which arises out of any agreement with the Seller, services provided by the Seller, or Buyer possession or use of the Seller's products or services, provided that such loss, claim or damage was not caused solely by the fault of the Seller.

17.0 SOFTWARE LICENSING

17.1 Unless subject to a separate license or agreement, any software furnished hereunder whether separately or incorporated with supplied hardware, including any subsequent updates is furnished under following terms and conditions.

- (i) The software and any part thereof designed to be used only on the type unit on which the software is first installed.
- (ii) No exclusivity of use of the software is transferred to Buyer.
- (iii) Software and hardware documentation that is copyrighted by Seller shall not be copied in whole or in part, but additional copies of software and documentation in printed form may be obtained from Seller or its representatives at Seller's then standard charges, subject to applicable import and export laws and regulations. Buyer agrees that any copyright, proprietary, trade secret or similar notices appearing on and in software will be reproduced and included on and in any modifications and copies, in whole or in part, of software.
- (iv) The source code for software is not included unless specifically listed as an item in Seller's specification.
- (v) On occasion, third party licensed software is provided, it will be identified as such and the Buyer will be required to complete any sublicense specified by the software licensor and provided by the Seller.
- (vi) If the Seller requires a separate software license agreement, Buyer shall execute the software license agreement on or before installation, and the provisions of the separate software license agreement Exhibit "A" shall supersede the foregoing subparagraphs to the extent they are inconsistent with such license.

18.0 GENERAL

18.1 The rights and obligations of the parties shall be governed in all respects by the domestic substantive laws of the State of New York, USA.

18.2 Unless otherwise stipulated herein, the products shall be installed by and at the expense of the Buyer.



- 18.3 Any representation, understanding, proposal, agreement, warranty, course of dealing or trade usage not contained or referenced herein shall not be binding on the Seller. No modification, amendment, rescission, waiver or other change shall be binding on Seller unless assented to in writing by Seller.
- 18.4 This proposal is subject to change at any time proper to acceptance of an order by the Seller and unless otherwise stated in the proposal, expires after 30 days from the date hereof.
- 18.5 All orders are subject to final acceptance by the Seller in Canada and shall only be binding on the Seller upon approval in writing by a senior officer of the Seller.
- 18.6 Any assignment of an order, or right thereunder, by the Buyer without the written consent of the Seller shall be void.
- 18.7 Any products sold shall comply with Canadian and US Federal and Provincial laws and regulations in effect applicable to the manufacture, packing and shipment of such products, at the date of the Seller's Proposal, and shall comply with any amendments thereto which may have come into effect prior to the time such products are shipped, provided that the prices and, if necessary, delivery shall be equitably adjusted to compensate the Seller for having to comply with such amendments.
- 18.8 The invalidity, in whole or in part, of any of the clauses in this contract will not affect any other clauses in this contract.
- 18.9 An extra charge will be made for special containers. A refund will be made if such containers are returned in good condition to such point as may be designated by the Seller within 180 days from the date of original shipment, FCA (INCOTERMS 2000) Seller's factory.
- 18.10 The reference to the Seller in Paragraphs 8.0 and 16.0 shall be deemed to include the Seller's suppliers and employees.

GENERAL ELECTRIC CO.

(BUYER)

Signed: _____

Signed: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____



**GENERAL ELECTRIC COMPANY
SOFTWARE LICENSE AGREEMENT**

IMPORTANT! CAREFULLY READ ALL OF THE TERMS AND CONDITIONS OF THIS LICENSE BEFORE INSTALLING OR USING THIS SOFTWARE OR SUPPORT MATERIALS. BY CLICKING ON THE BUTTON BELOW LABELLED "I ACCEPT THE TERMS OF THE LICENSE AGREEMENT" OR BY CAUSING THE BUTTON TO BE CLICKED YOU ("LICENSEE") ARE CONSENTING TO BE BOUND AND YOU BECOME A PARTY TO THIS LICENSE AGREEMENT AND THIS ACTION SHALL BE TAKEN AS YOUR CONSENT TO THESE TERMS AND CONDITIONS. YOU MAY ALSO HAVE AGREED TO THESE TERMS AND CONDITIONS BY ENTERING INTO A SEPARATE AGREEMENT WITH GE MULTILIN, ON BEHALF OF GENERAL ELECTRIC COMPANY ("Licensor") PERTAINING TO THE ACQUISITION OF LICENSOR'S LENTRONICS' MULTIPLEXER PRODUCT (THE "JungleMUX , TN1U and TN1Ue Product") WHICH INCORPORATED THESE TERMS AND CONDITIONS OR BY DOWNLOADING THE SOFTWARE PROGRAM FROM A WEBSITE DESIGNATED BY LICENSOR.

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General Electric Company

PROPOSAL QA80125C-SJ
March 2008

SECTION 2

ORDER, DELIVERY & PRICING INFO



Order, Delivery & Pricing Information

A. Ordering & Delivery Inquiries

The purchase order may be issued referencing the proposal number or a copy of the proposal can be attached to the order. Purchase Order shall be made out to:

General Electric Company

Please direct all orders and delivery inquiries to the following Customer Service Representative:

GE Multilin,
8525 Baxter Place, Suite 100
Burnaby, B.C. CANADA. V5A 4V7
Fax: 604 - 421 - 8707

Attn: **Peter Hallenbeck**
Tel: 604 - 421 - 8642

Invoice Remit to Address is:

General Electric Company
P.O. Box 642493,
Pittsburgh, PA 15264 - 2493,
USA.

Contact Name : **Penny Davis**
Tel : 905 - 201 - 2087.
Fax.: 905 - 201 - 2164

Federal Tax ID No. 14-0689340



B. Pricing

- 1) Prices stated in this proposal are at NET and are valid for 90 days from the date of this letter. Unless stated otherwise all prices are in US Dollars, exclusive of sales, federal, and local taxes.
- 2) The enclosed Terms and Conditions apply to any purchase resulting from this proposal.
- 3) Prices do not include any charges for warehousing of equipment. If warehousing is required, GE Multilin reserves the right to invoice on a monthly basis for the storage of any equipment.
- 4) Prices stated in this proposal **do not** include transportation. Transportation will be by least cost common carrier, FOB Point of Shipping, pre-paid and billed back to the customer.
- 5) This proposal was prepared without the benefit of a site survey; therefore certain office conditions and/or site environments may exist which require materials external to the system quoted and may not be included in this proposal.

SECTION 3

DETAILED EQUIPMENT LIST

Customer: PCI Management and Consulting Co
 Project: QA80125C-SJ
 Date: March 5, 2008
 Expires: June 3, 2008
 Config: 86400 JungleMUX System

# free Slots*	13	9	
If value is -ve, add additional expansion shelves	Chatham Main OC-3 Ring #2	Chatham Ind. OC-3 Ring #2	Spaulding OC-3 Ring #2

ITEM NO.	PRODUCT DESCRIPTION	UNIT COLOR	ITEM CODE	UNIT PRICE	QTY	EXTENDED PRICE	QTY	EXTENDED PRICE	QTY	EXTENDED PRICE
#1.0	COMMON EQUIPMENT									
	COMM EQUIPMENT SHELF	Black	B86430-01	731.25	1	731.25	1	731.25		
	JMUX CHANNEL SHELF (3RU)	Black	B86430-04	701.25	1	701.25	1	701.25	1	701.25
	115VAC POWER									
	POWER SUPPLY 115VAC	Black	B86425-01	502.50	2	1005.00	2	1005.00		
	115 VAC PWR SUPP PADDLE BD		86425-90	120.00	2	240.00	2	240.00		
	VDC POWER									
	POWER CONVERTER 48V	Black	D86431-02	352.50	2	705.00				
	POWER CONVERTER 130V	Black	D86431-03	356.25			2	712.50	2	712.50
	POWER UNIT PADDLE BOARD		86431-90	78.75	2	157.50	2	157.50	2	157.50
	SERVICE UNIT									
	SERVICE UNIT	Black	B86434-02	735.00	1	735.00	1	735.00		
	SERVICE UNIT /IP SERVICE UNIT PADDLE BOARD		86434-92	150.00	1	150.00	1	150.00		
	BLANKS									
	BLANK PANEL	Black	B86427-01	30.00	13	390.00	9	270.00		0.00
	SUBTOTAL					4815.00		4702.50		1571.25
#2.0	JMUX INTERFACE									
	OC-3 INTERFACE									
	OC-3 JMUX UNIT, 1310nm IR-1 20dB, SMF, LC	Black	B86432-41/AA	4050.00	2	8100.00	2	8100.00		
	SPE EXPANSION									
	28VT JMUX TO JIF CABLE (LEFT SIDE)		035-86430-65	48.75	1	48.75	1	48.75		
	28VT JMUX TO JIF CABLE (RIGHT SIDE)		035-86430-66	48.75	1	48.75	1	48.75		
	SUBTOTAL					8197.50		8197.50		
#3.0	VT LEVEL INTERFACE									
	DS-0 DEMUX									
	JIF-SHARE UNIT	Black	D86485-01	675.00	2	1350.00	2	1350.00	2	1350.00
	JIF-SHARE PADDLEBOARD		86485-90	90.00	1	90.00	1	90.00	1	90.00
	IDBaset									
	ETHER-10 BRIDGE UNIT	Black	B86438-02	1961.25	2	3922.50	2	3922.50		
	ETHER-10 HUBBING PADDLEBRD (2xRJ-45 & AU1)		86438-68	225.00	1	225.00	1	225.00		
	SUBTOTAL					5587.50		5587.50		1440.00
#4.0	DS-0 INTERFACE									
	DATA INTERFACE									
	DATA UNIT - L.S. RS-232 (= < 38.4K)	Black	B86448-01	551.25	1	551.25	1	551.25		
	DATA UNIT PADDLE BOARD (Terminal Block)		86447-90	75.00	1	75.00	1	75.00		
	DATA-NX64 UNIT (64 - 768K)	Black	B86464-01	862.50	1	862.50	1	862.50	2	1725.00
	DATA-NX64 UNIT V.35 PB		86464-90	191.25	1	191.25	1	191.25	2	382.50
	SUBTOTAL					1680.00		1680.00		2107.50
#5.0	PROTECTIVE RELAYING INTERFACES									
	TRANSMIT									
	DTT XMT UNIT e/w Code A	Black	B86441-01/A	682.50	1	682.50	2	1365.00	1	682.50
	DTT XMT PADDLE BOARD 48V		86441-91	180.00	1	180.00				
	DTT XMT PADDLE BOARD 130V		86441-92	180.00			2	360.00	1	180.00
	RECEIVE									
	DTT RCV UNIT e/w Code A	Black	B86442-01/A	761.25	1	761.25	2	1522.50	1	761.25
	DTT RECEIVE PADDLE BOARD		86442-90	187.50	1	187.50	2	375.00	1	187.50
	DTT TEST PANEL									
	DTT TEST PANEL 48V		86429-02	1725.00	1	1725.00				
	DTT TEST PANEL 130V		86429-03	1751.25			2	3502.50	1	1751.25
	SUBTOTAL					3536.25		7125.00		3562.50
#6.0	DOCUMENTATION									
	TPIM - JMUX, TNU and TNUe FULL MANUAL (CD)		86451-03	26.25	1	26.25	1	26.25		
	SUBTOTAL					26.25		26.25		
#7.0	CABLING KIT / ACCESSORIES									
	VT/DS0 RIBBON CABLE KIT		86430-52	47.25	1	47.25	1	47.25		
	COMPUTER / TEST CABLE KIT		86430-53	71.25	1	71.25	1	71.25		
	1 RU SPACER PANEL, with Removeable Front	Black	PB000086	45.00	1	45.00	2	90.00		
	SUBTOTAL					163.50		208.50		
#10.0	RTU LICENCE									
	VistaNET Network Interface (VNI) RTU License		86456-01	750.00	1	750.00	1	750.00		
	SUBTOTAL					750.00		750.00		
#11.0	SERVICES									
	SYSTEM WIRE & TEST LABOUR - Basic 4hrs/Node		86400-STA1	830.00	1	830.00	1	830.00		
	ORDER ENGINEERING - FACTORY		OE	335.00	1	335.00	1	335.00		
	SUBTOTAL					1165.00		1165.00		
#13.0	OEM									
	SUBTOTAL									

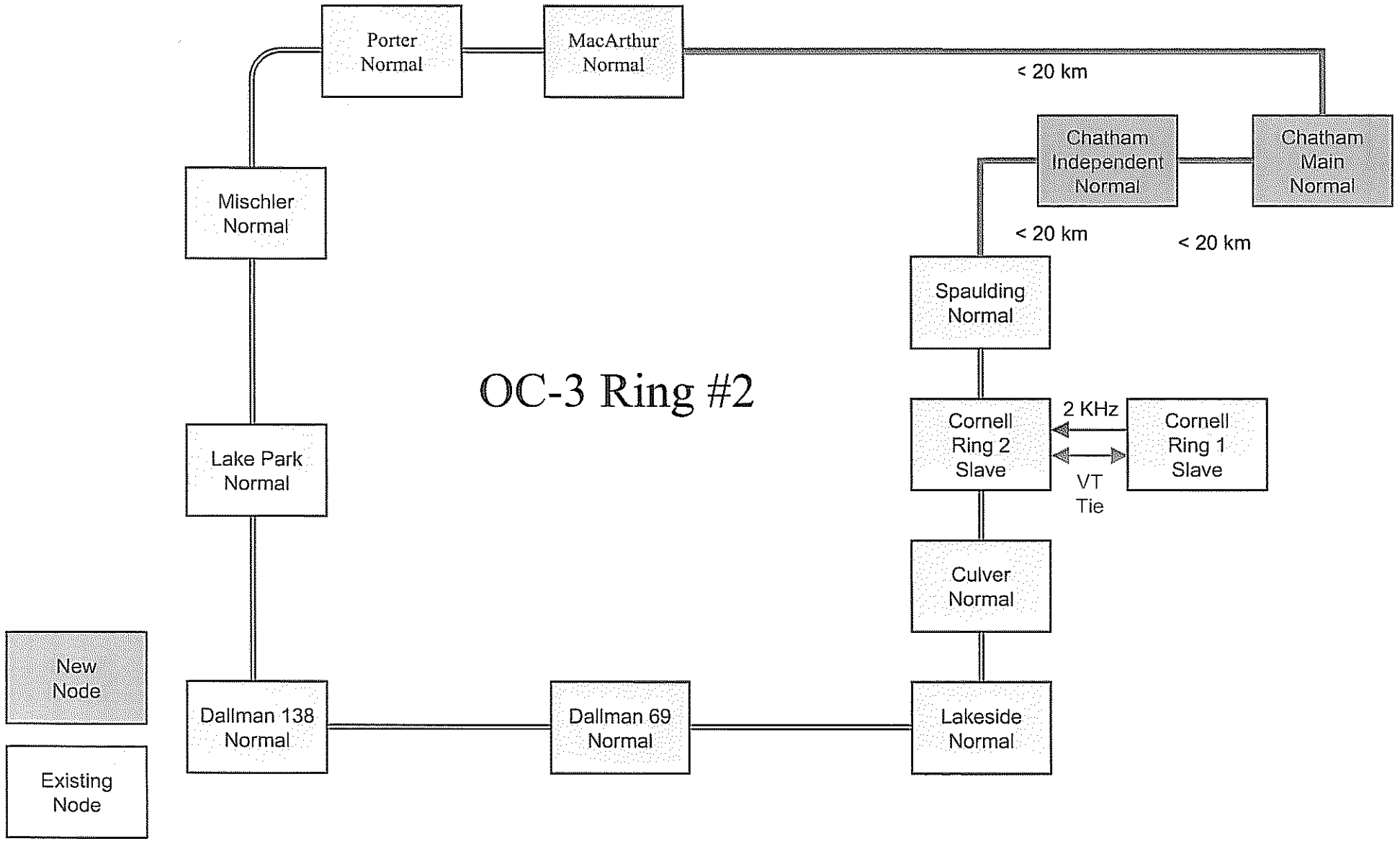
TOTAL EQUIPMENT PRICING IN	US\$	\$25,921.00	\$29,442.25	\$8,681.25
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Customer: PCI Management and Consulting Co
 Project: QAB0125C-SJ
 Date: March 5, 2008
 Expires: June 3, 2008
 Config: 86400 JungleMUX System

free Slots*
 // value is
 -ve, add
 additional
 expansion
 shelves

ITEM NO.	PRODUCT DESCRIPTION	UNIT COLOR	ITEM CODE	UNIT PRICE	Dispatch		SPARES		TOTAL PRICE	
					QTY	EXTENDED PRICE	QTY	EXTENDED PRICE	QTY	EXTENDED PRICE
#1.0	COMMON EQUIPMENT									
	COMM EQUIPMENT SHELF	Black	B86430-01	731.25					2	1462.50
	JMUX CHANNEL SHELF (3RU)	Black	B86430-04	701.25					3	2103.75
	115 VAC POWER									
	POWER SUPPLY 115VAC	Black	B86425-01	502.50					4	2010.00
	115 VAC PWR SUPP PADDLE BD		86425-90	120.00					4	480.00
	VDC POWER									
	POWER CONVERTER 48V	Black	B86431-02	352.50					2	705.00
	POWER CONVERTER 130V	Black	B86431-03	356.25					4	1425.00
	POWER UNIT PADDLE BOARD		86431-90	78.75					6	472.50
	SERVICE UNIT									
	SERVICE UNIT	Black	B86434-02	735.00					2	1470.00
	SERVICE UNIT / IP SERVICE UNIT PADDLE BOARD		86434-92	150.00					2	300.00
	BLANKS									
	BLANK PANEL	Black	B86427-01	30.00		0.00		0.00	22	660.00
	SUBTOTAL									11088.75
#2.0	JMUX INTERFACE									
	OC-3 INTERFACE									
	OC-3 JMUX UNIT, 1310nm (R-1 20dB, SMF, LC	Black	B86432-41/AA	4050.00					4	16200.00
	SPE EXPANSION									
	28VT JMUX TO JIF CABLE (LEFT SIDE)		035-86430-65	48.75					2	97.50
	28VT JMUX TO JIF CABLE (RIGHT SIDE)		035-86430-66	48.75					2	97.50
	SUBTOTAL									16395.00
#3.0	VT LEVEL INTERFACE									
	DS-0 DEMUX									
	JIF-SHARE UNIT	Black	B86485-01	675.00					6	4050.00
	JIF-SHARE PADDLEBOARD		86485-90	90.00					3	270.00
	IDBaseT									
	ETHER-10 BRIDGE UNIT	Black	B86438-02	1961.25					4	7845.00
	ETHER-10 HUBBING PADDLEBRD (2xRJ-45 & AUI)		86438-68	225.00					2	450.00
	SUBTOTAL									12615.00
#4.0	DS-0 INTERFACE									
	DATA INTERFACE									
	DATA UNIT - L.S. RS-232 (= < 38.4K)	Black	B86448-01	551.25	2	1102.50			4	2205.00
	DATA UNIT PADDLE BOARD (Terminal Block)		86447-90	75.00	2	150.00			4	300.00
	DATA-NX64 UNIT (64 - 768K)	Black	B86464-01	862.50			1	862.50	5	4312.50
	DATA-NX64 UNIT V.35 PB		86464-90	191.25					4	765.00
	SUBTOTAL					1252.50		862.50		7582.50
#5.0	PROTECTIVE RELAYING INTERFACES									
	TRANSMIT									
	DTT XMT UNIT e/w Code A	Black	B86441-01/A	682.50					4	2730.00
	DTT XMT PADDLE BOARD 48V		86441-91	180.00					1	180.00
	DTT XMT PADDLE BOARD 130V		86441-92	180.00					3	540.00
	RECEIVE									
	DTT RCV UNIT e/w Code A	Black	B86442-01/A	761.25					4	3045.00
	DTT RECEIVE PADDLE BOARD		86442-90	187.50					4	750.00
	DTT TEST PANEL									
	DTT TEST PANEL 48V		86429-02	1725.00					1	1725.00
	DTT TEST PANEL 130V		86429-03	1751.25					3	5253.75
	SUBTOTAL									14223.75
#6.0	DOCUMENTATION									
	TPJM - JMUX, TNU and TNUe FULL MANUAL (CD)		86451-03	26.25					2	52.50
	SUBTOTAL									52.50
#7.0	CABLING KIT / ACCESSORIES									
	VT/DS0 RIBBON CABLE KIT		86430-52	47.25					2	94.50
	COMPUTER / TEST CABLE KIT		86430-53	71.25					2	142.50
	1 RU SPACER PANEL, with Removeable Front	Black	PB000086	45.00					3	135.00
	SUBTOTAL									372.00
#10.0	RTU LICENCE									
	VistaNET Network Interface (VNI) RTU License		86456-01	750.00					2	1500.00
	SUBTOTAL									1500.00
#11.0	SERVICES									
	SYSTEM WIRE & TEST LABOUR - Basic 4hrs/Node		86400-STA1	830.00					2	1660.00
	ORDER ENGINEERING - FACTORY	OE		335.00					2	670.00
	SUBTOTAL									2330.00
#13.0	OEM									
	SUBTOTAL									

TOTAL EQUIPMENT PRICING IN	US\$	\$1,252.50	\$862.50	\$66,159.50
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SONET OC-3 JungleMUX System
City Water Light & Power, Springfield IL

ENG: JSC DATE: Jan 2008 ISSUE: 1 SHT. 1 of 1



QA80125-SJ

Traffic Table - OC-3 Ring #2

VT	CH	Cornell	Culver	Lakeside	Dallman 69	Dallman 138	Lake Park	Mischler	Porter	MacArthur	Chatham Main	Chatham Independence	Spaulding	Interface
1	1					S								
	2					X							X	DTT
	3					X							X	Data HS
	4													
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	24													
2	1	S				S								
	2	Tie				X								DTT to Eastdale
	3													
	4													
	5													
	6													
	7													
	8													
	9													
	10													
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	20													
	21													
	22													
	23													
	24													
3	1				S	S								
	2				X	X								DTT
	3													
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	5													
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Traffic Table - OC-3 Ring #2

VT	CH	Cornell	Culver	Lakeside	Dallman 69	Dallman 138	Lake Park	Mischler	Porter	MacArthur	Chatham Main	Chatham Independence	Spaulding	Interface
4	1	S				S								DTT to Interstate
	2	-Tie-				X								
	3													
	4													
	5													
	6													
	7													
	8													
	9													
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	18													
	19													
	20													
	21													
	22													
	23													
	24													
5	1				S		S							DTT
	2				X		X							
	3													
	4													
	5													
	6													
	7													
	8													
	9													
	10													
	11													
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	13													
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	15													
	16													
	17													
	18													
	19													
	20													
	21													
	22													
	23													
	24													
6	1			S	S									DTT DTT
	2			X	X									
	3			X	X									
	4													
	5													
	6													
	7													
	8													
	9													
	10													
	11													
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	21													
	22													
	23													
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Traffic Table - OC-3 Ring #2

VT	CH	Cornell	Culver	Lakeside	Dallman 69	Dallman 138	Lake Park	Mischler	Porter	MacArthur	Chatham Main	Chatham Independence	Spaulding	Interface	
7	1	S			S									DTT	
	2	X			X										
	3														
	4														
	5														
	6														
	7														
	8														
	9														
	10														
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	18														
	19														
	20														
	21														
	22														
	23														
	24														
8	1			S						S				DTT	
	2			X						X					
	3														
	4														
	5														
	6														
	7														
	8														
	9														
	10														
	11														
	12														
	13														
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	15														
	16														
	17														
	18														
	19														
	20														
	21														
	22														
	23														
	24														
9	1	S		S										DTT to Eastdale	
	2	X		X											
	3														
	4														
	5														
	6														
	7														
	8														
	9														
	10														
	11														
	12														
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Traffic Table - OC-3 Ring #2

VT	CH	Cornell	Culver	Lakeside	Dallman 69	Dallman 138	Lake Park	Mitchler	Porter	MacArthur	Chatham Main	Chatham Independence	Spaulding	Interface	
10	1	S -Tie-		S										DTT to Reynolds	
	2		X												
	3														
	4														
	5														
	6														
	7														
	8														
	9														
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	11														
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	17														
	18														
	19														
	20														
	21														
	22														
	23														
	24														
11	1	S -Tie- -Tie-											S	DTT to Westchester Dala HS to Westchester	
	2		X									X			
	3														
	4														
	5														
	6														
	7														
	8														
	9														
	10														
	11														
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	16														
	17														
	18														
	19														
	20														
	21														
	22														
	23														
	24														
12	1	S -Tie-												DTT to Westchester	
	2														
	3														
	4														
	5														
	6														
	7														
	8														
	9														
	10														
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	21														
	22														
	23														
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Traffic Table - OC-3 Ring #2

VT	CH	Cornell	Culver	Lakeville	Dallman 69	Dallman 138	Lake Park	Mischler	Porter	MacArthur	Chatham Main	Chatham Independence	Spaulding	Interface
13	1	S											S	FXS to Dispatch Data LS to Dispatch
	2	-Tie-											X	
	3	-Tie-											X	
	4													
	5													
	6													
	7													
	8													
	9													
	10													
	11													
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	13													
	14													
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	16													
	17													
	18													
	19													
	20													
	21													
	22													
	23													
	24													
14	1												S	DTT Data Nx64
	2												X	
	3												X	
	4													
	5													
	6													
	7													
	8													
	9													
	10													
	11													
	12													
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	16													
	17													
	18													
	19													
	20													
	21													
	22													
	23													
	24													
15	1												S	DTT Data Nx64
	2												X	
	3												X	
	4													
	5													
	6													
	7													
	8													
	9													
	10													
	11													
	12													
	13													
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	20													
	21													
	22													
	23													
	24													

Traffic Table - OC-3 Ring #2

VT	CH	Cornell	Culver	Lakeside	Dallman 69	Dallman 138	Lake Park	Mischer	Porter	MacArthur	Chatham Main	Chatham Independence	Spaulding	Interface	
16	1	S									S	S			
	2	-Tie-									X			Data LS to Dispatch	
	3	-Tie-										X		Data LS to Dispatch	
	4														
	5														
	6														
	7														
	8														
	9														
	10														
	11														
	12														
	13														
	14														
	15														
	16														
	17														
	18														
	19														
	20														
	21														
	22											X	X	X	
	23											X	X	X	
	24											X	X	X	
25											X	X	X	Ethernet 10 BaseT	
26											X	X	X		
27											X	X	X		
28											X	X	X		