

AMENDMENT NO. 1

This Amendment modifies Contract No. 12-18-329, for a Weather Notification System by and between the County of Cook, Illinois, herein referred to as "County" and Telvent DTN, LLC, authorized to do business in the State of Illinois hereinafter referred to as "Contractor":

RECITALS

Whereas, the County and Contractor have entered into a Contract approved by the County Board on May 8, 2013, (hereinafter referred to as the "Contract"), wherein the Contractor is to provide a Weather Notification System (hereinafter referred to as the "Services") from June 1, 2013 to May 31, 2016, with (2) two renewal options, in an amount not to exceed \$763,500.00; and

Whereas, an increase in the amount of \$29,900.00 is required for the addition of Services; and

Whereas, the County and Contractor desire to include additional scope of services to the Contract; and

Now therefore, in consideration of mutual covenants contained herein, it is agreed by and between the parties to amend the Contract as follows:

1. The Contract is increased by \$29,900.00 and the Total Contract Amount is revised to \$793, 400.00.
2. The Contract is hereby amended to incorporate Attachment A to include DHSEM Branding (Skinning) on the Weather Notification System and made part of the Contract.
3. GC-04 Payment of the Agreement is deleted in its entirety and is revised as follows:

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables (i.e., the goods, equipment, supplies or services) including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Contractor to the County.

The Contractor acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Contractor certifies that all itemized entries set forth in the invoices are true and correct. The Contractor acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies or equipment set forth in the Contract to the Using Agency, or that it has properly performed the services set forth in the Contract. The invoice must also reflect the dates and amount of time expended in the provision of services under the Contract.

The Contractor acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Contractor, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Contractor receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Contract, the Contractor must make payment to its subcontractors within 15 days after receipt of payment from the County, provided that such subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Contractor with all of the documents and information required of the Contractor. The Contractor may delay or postpone payment to a subcontractor when the subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Contractor is acting in good faith, and not in retaliation for a subcontractor exercising legal or contractual rights.

- 4. The attached Economic Disclosures Statement and MBE/WBE Utilization Plan forms are incorporated and made a part of this Contract.
- 5. All other terms and conditions remain as stated in the Contract.

In witness whereof, the County and Contractor have caused this Amendment No. 1 to be executed on the date and year last written below.

County of Cook, Illinois

By: 
Chief Procurement Officer

By: Not Required
State's Attorney (if applicable)

Date: 11 August 2015

Telvent DTN, LLC


Signed

John Leiferman
Type or print name

President & CFO
Title

Date: May 22, 2015

ATTACHMENT

A



9110 West Dodge Road
Omaha, NE 68114
Phone: (402) 255-8657
Fax: (402) 255-8180

QUOTE FOR SERVICES

TO: Cook County DHSEM
Amanda Deacon
69 West Washington St, Suite 2600
Chicago, IL 60602

CUSTID: 2051459
DATE: April 22, 2015

TERMS: 12 Month Agreement
Telvent DTN, LLC

Phone: 312/603-8149
e-mail: amanda.deacon@cookcountyil.gov

SALES REP: Kristin Haugen
402-255-8657
kristin.haugen@telventdtn.com

HERE IS OUR PRICE QUOTATION ON THE GOODS NAMED, SUBJECT TO THE CONDITIONS NOTED. Conditions: The information quoted herein is not the final agreement between Telvent DTN, LLC and the Customer. The products, prices, terms, and/or conditions quoted herein may be subject to change upon Telvent DTN's discretion and will become final upon Customer's signature of Telvent DTN's Terms and Conditions of Sale and Telvent DTN's Customer Order Acknowledgment. This quote shall remain valid for 90-days from the date first listed above.

DESCRIPTION	One-Time Fee
<p>Cook County DHSEM Branding (reskin) - for WeatherSentry Online, AviationSentry Online, and Smartphone Licenses</p> <ul style="list-style-type: none">• Cook County DHSEM branding (skinning) of all users of WeatherSentry Online and AviationSentry Online• Cook County DHSEM branding (skinning) of all users of WeatherSentry Smartphone<ul style="list-style-type: none">◦ iPhone - WeatherSentry Smartphone◦ Android - WeatherSentry Smartphone• Time Frame:<ul style="list-style-type: none">◦ 10 Weeks, or 400 hours	\$29,900.00

**COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
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SECTION 1
INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

Definitions. Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Contractor or Contracting Party means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

EDS means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

Joint Venture means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract.

Lobby or lobbying means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

Lobbyist means any person who lobbies.

Person or Persons means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

Prohibited Acts means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

RFP means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 3: Economic and Other Disclosures Statement. Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyil.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

SECTION 2
CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act, Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act, 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE APPLICANT HEREBY CERTIFIES THAT: In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

C. DRUG FREE WORKPLACE ACT

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

D. DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT: *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

F. ILLINOIS HUMAN RIGHTS ACT

THE APPLICANT HEREBY CERTIFIES THAT: *It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at www.municode.com.

I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors; which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at www.municode.com.

J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons that have made lobbying contacts on your behalf with respect to this contract:

Name

Address

N/A

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

Local business means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

a) Is Applicant a "Local Business" as defined above?

Yes: _____ No:

b) If yes, list business addresses within Cook County:

c) Does Applicant employ the majority of its regular full-time workforce within Cook County?

Yes: _____ No:

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Applicant in Cook County:

PERMANENT INDEX NUMBER(S): N/A

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) The Applicant owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 et seq.) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under Ownership Interest Declaration.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the Applicant or Stock/Beneficial Interest Holder

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name Telvent USA Holdings, LLC

D/B/A: Telvent DTN, LLC

FEIN NO/SSN (LAST FOUR DIGITS): 320362176

Street Address: 9110 W Dodge Rd Ste 100

City: Omaha

State: NE

Zip Code: 68114

Phone No.: 800-328-2798

Fax Number: _____

Email: _____

Cook County Business Registration Number: _____
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): _____

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture



Other (describe)

Limited Liability Company

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Schneider Electric Holdings, Inc.	1415 S. Roselle Rd. Palatine, IL 60067	100%

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
None		

3. Is the Applicant constructively controlled by another person or Legal Entity? Yes No
 If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
Schneider Electric Holdings, Inc	1415 S. Roselle Rd. Palatine, IL 60067	100%	Parent Co.

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Schneider Electric Holdings, Inc.	1415 S. Roselle Rd. Palatine, IL 60067	Sole Member	N/A

Declaration (check the applicable box):

I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.

I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

John LeDerman
Name of Authorized Applicant/Holder Representative (please print or type)

[Signature]
Signature

john.leDerman@dn.com
E-mail address

Subscribed to and sworn before me
this 22 day of May, 2015.

x [Signature]
Notary Public Signature

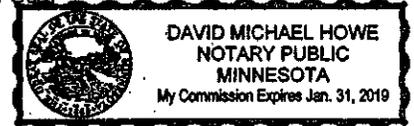
President & CFO
Title

May 22, 2015
Date

800-328-2278
Phone Number

My commission expires: Jan 31, 2019

Notary Seal





COOK COUNTY BOARD OF ETHICS
69 W. WASHINGTON STREET, SUITE 3040
CHICAGO, ILLINOIS 60602
312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

"Familial relationship" means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- | | | |
|----------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Parent | <input type="checkbox"/> Grandparent | <input type="checkbox"/> Stepfather |
| <input type="checkbox"/> Child | <input type="checkbox"/> Grandchild | <input type="checkbox"/> Stepmother |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law | <input type="checkbox"/> Stepson |
| <input type="checkbox"/> Sister | <input type="checkbox"/> Mother-in-law | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt | <input type="checkbox"/> Son-in-law | <input type="checkbox"/> Stepbrother |
| <input type="checkbox"/> Uncle | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister |
| <input type="checkbox"/> Niece | <input type="checkbox"/> Brother-in-law | <input type="checkbox"/> Half-brother |
| <input type="checkbox"/> Nephew | <input type="checkbox"/> Sister-in-law | <input type="checkbox"/> Half-sister |

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: Telvent DTN, LLC

Address of Person Doing Business with the County: 11400 Rupp Drive

Phone number of Person Doing Business with the County: 800-328-2278

Email address of Person Doing Business with the County: _____

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

David Howe, Contract Specialist, David.Howe@telvent-dtn.com

(952)882-4543

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the preceding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: _____

Contract No. 12-18-329

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 794,400.00

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: _____

Tayla Rice, Procurement Officer

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: _____

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

The Person Doing Business with the County is an individual and there is no familial relationship between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

The Person Doing Business with the County is a business entity and there is no familial relationship between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

- The Person Doing Business with the County is an individual and there is a familial relationship between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. The familial relationships are as follows:

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If more space is needed, attach an additional sheet following the above format.

- The Person Doing Business with the County is a business entity and there is a familial relationship between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. The familial relationships are as follows:

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County

Name of Related County Employee or State, County or Municipal Elected Official

Title and Position of Related County Employee or State, County or Municipal Elected Official

Nature of Familial Relationship*

Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County

Name of Related County Employee or State, County or Municipal Elected Official

Title and Position of Related County Employee or State, County or Municipal Elected Official

Nature of Familial Relationship*

Name of Employee of Business Entity Directly Engaged in Doing Business with the County

Name of Related County Employee or State, County or Municipal Elected Official

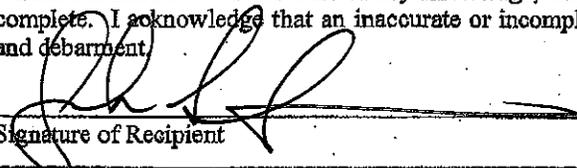
Title and Position of Related County Employee or State, County or Municipal Elected Official

Nature of Familial Relationship*

If more space is needed, attach an additional sheet following the above format.

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

Signature of Recipient



Date

May 22, 2015

SUBMIT COMPLETED FORM TO:

Cook County Board of Ethics
69 West Washington Street, Suite 3040, Chicago, Illinois 60602
Office (312) 603-4304 -- Fax (312) 603-9988
CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (i.e. in laws and step relations) or adoption.

SECTION 4

CONTRACT AND EDS EXECUTION PAGE
PLEASE EXECUTE THREE ORIGINALS

The Applicant hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by Corporation

President's Name

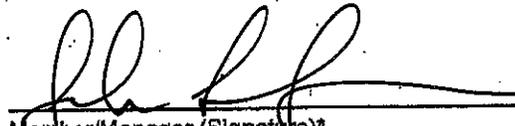
President's Signature

Telephone

Email

Secretary Signature

Date



Member/Manager (Signature)*

Execution by LLC

May 22, 2015

Date

800-328-2278

Telephone

John.L.Porman@DTN.Com

Email

Execution by Partnership/Joint Venture

Partner/Joint Venturer (Signature)*

Date

Telephone

Email

Execution by Sole Proprietorship

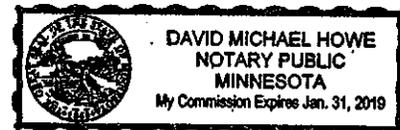
Signature

Date

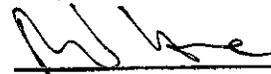
Telephone

Email

Subscribed and sworn to before me this
22 day of May, 2015.



My commission expires: Jan 31, 2019



Notary Public Signature

Notary Seal

If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

MBE/WBE UTILIZATION PLAN - FORM 1

N/A

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions - Section 19.

I. BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)

- Bidder/Proposer is a certified MBE or WBE firm.. (If so, attach copy of current Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit - available online at www.cookcountytvif.gov/contractcompliance)
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of Intent - Form 2).

II. Direct Participation of MBE/WBE Firms Indirect Participation of MBE/WBE Firms

NOTE: Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: _____
 Address: _____
 E-mail: _____
 Contact Person: _____ Phone: _____
 Dollar Amount Participation: \$ _____
 Percent Amount of Participation: _____ %
 *Letter of Intent attached? Yes _____ No _____
 *Current Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: _____
 Address: _____
 E-mail: _____
 Contact Person: _____ Phone: _____
 Dollar Amount Participation: \$ _____
 Percent Amount of Participation: _____ %
 *Letter of Intent attached? Yes _____ No _____
 *Current Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

*** Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.**

MBEWBE LETTER OF INTENT - FORM 2

N/A

M/WBE Firm: _____

Certifying Agency: _____

Contact Person: _____

Certification Expiration Date: _____

Address: _____

Ethnicity: _____

City/State: _____ Zip: _____

Bid/Proposal/Contract #: _____

Phone: _____ Fax: _____

FEIN #: _____

Email: _____

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

No Yes – Please attach explanation. Proposed Subcontractor(s): _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: *(if more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)*

Indicate the **Dollar Amount**, **Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (M/WBE)

Signature (Prime Bidder/Proposer)

Print Name

Print Name

Firm Name

Firm Name

Date

Date

Subscribed and sworn before me

Subscribed and sworn before me

this ____ day of _____, 20____.

this ____ day of _____, 20____.

Notary Public _____

Notary Public _____

SEAL

SEAL

PETITION FOR WAIVER OF MBE/WBE PARTICIPATION - FORM 3

N/A

A. BIDDER/PROPOSER HEREBY REQUESTS:

FULL MBE WAIVER

FULL WBE WAIVER

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

_____% of Reduction for MBE Participation

_____% of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request.

(1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. **(Please explain)**

(2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. **(Please explain)**

(3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. **(Please explain)**

(4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. **(Please explain)**

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

(1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. **(Attach of copy written solicitations made)**

(2) Used the services and assistance of the Office of Contract Compliance staff. **(Please explain)**

(3) Timely notified and used the services and assistance of community, minority and women business organizations. **(Attach of copy written solicitations made)**

(4) Followed up on initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. **(Attach supporting documentation)**

(5) Engaged MBEs & WBEs for direct/indirect participation. **(Please explain)**

D. OTHER RELEVANT INFORMATION

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

TELVENT USA HOLDINGS, LLC

**JOINT UNANIMOUS CONSENTS OF
THE SOLE MEMBER AND
THE BOARD OF MANAGERS**

December 12, 2013

The undersigned, being the sole member (the "Sole Member") and all of the members of the Board of Managers (the "Board") of Telvent USA Holdings, LLC, a Delaware limited liability company (the "Company"), acting pursuant to the provisions of the Limited Liability Company Act of the State of Delaware and pursuant to the provisions of the Company's Operating Agreement, do hereby unanimously consent to the adoption, and do hereby adopt, the following resolutions with the same force and effect as if adopted by a unanimous vote at fully convened meetings of the Sole Member and the Board:

Election of the Board by the Sole Member

RESOLVED, that Victor Copeland is hereby removed from the Board.

FURTHER RESOLVED, that the number of Managers on the Board shall be three.

FURTHER RESOLVED, that John W. Leiferman, and Tom Dilworth are hereby elected to the Board, each to serve in such capacity until his successor is duly elected and qualified or until his earlier resignation, removal, or incapacity.

WHEREFORE, following are the current Managers on the Board of Managers:

John W. Leiferman
Tom Dilworth
Robert Murray

Election of Officers by the Board

RESOLVED, that the removal of Jeff Drees as President of the Company effective June 30, 2013 is hereby confirmed and ratified.

FURTHER RESOLVED, that the following persons are hereby elected, or re-elected, as the case may be, as officers of the Company to serve in the capacities indicated until their successors are duly elected and qualified or their earlier resignation, removal, or incapacity:

John W. Leiferman	President & Chief Financial Officer
Robert Murray	Vice President
James Danley	Treasurer
Victor G. Copeland	Secretary
Mary Kibble	Assistant Secretary

Capital Contribution to Telvent USA Holdings, LLC by the Board

WHEREAS, the Company will receive a capital contribution from its sole member Schneider Electric Holdings, Inc. ("SEHI") in the amount of US \$20 million on or about December 13, 2013; and

WHEREAS, the Company is the sole member of Telvent USA, LLC; and upon the receipt of such cash contribution from SEHI, the Company desires in turn to make a capital contribution of that amount to Telvent USA, LLC.

RESOLVED, that the Company accept of a capital contribution from SEHI in the amount of US \$20 million,

FURTHER RESOLVED, that upon the receipt of such capital contribution from SEHI, the Company is authorized and directed to make a capital contribution of such amount to Telvent USA, LLC by December 13, 2013, or as soon as practical thereafter.

Banking Authorization by the Board

RESOLVED, that the President, Chief Financial Officer, Secretary, and Treasurer of the Company (the "Designated Officers") be, and each of them hereby is, authorized from time to time to open bank accounts in the name and on behalf of the Company, in such bank, banks, trust company, or depository as any such officer may select (a "Bank"), provided that the establishment of such Bank accounts shall be made for and on behalf of this Company by letter signed by any two such Designated Officers;

FURTHER RESOLVED, that, for as long as Schneider Electric Holdings, Inc. ("SEHI") retains more than fifty percent (50%) ownership and control of the Company, whether directly or indirectly, the President, Chief Financial Officer, Secretary, Treasurer of SEHI shall be deemed Designated Officers and hold the same powers granted to Designated Officers by these resolutions.

FURTHER RESOLVED, that any Designated Officer be, and each of them hereby is, authorized from time to time to (1) designate to such Bank, or to rescind such designation of, the name or names of the person or persons (the "Authorized Signatories") who are authorized to sign checks, drafts or other orders for the payment of money drawn against any such Bank account when bearing, or purporting to bear the facsimile signature of, any one of the Authorized Signatories so named, and (2) to certify the facsimile signature of such Authorized Signatories by letter to such Bank; provided that the designation, or the rescission of designation, of Authorized Signatories, and such certification of their facsimile signatures, to any such Bank shall be made for and on behalf of this Company by letter signed by any two such Designated Officers.

FURTHER RESOLVED, that any such Bank is entitled to honor and charge the Company for such checks, drafts, or other orders, regardless of the manner or means by which the actual or purported facsimile signature or signatures thereon may have been affixed thereto, if such signature or signatures resemble the facsimile specimens duly certified to and filed with such Bank by the Secretary or other officer of this corporation; provided that any such checks, drafts or other orders shall require the signatures of any two Authorized Signatories.

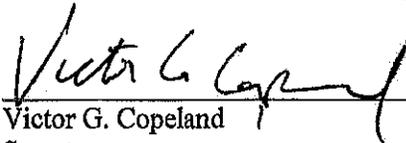
FURTHER RESOLVED, that any Designated Officer be, and each of them hereby is authorized to (1) issue (and to designate such other officers, employees or agents of the Company to issue) written, facsimile, telephonic or electronic instructions with respect to the transfer of funds of the Company on deposit with any Bank (or otherwise transferable by any Bank) by wire or otherwise, without the issuance of any written order for the payment of money with respect to such transfer, provided that such instructions require the approvals of any two Authorized Signatories, and (2) to enter into such agreement for and on behalf of the Company with respect to any such transfers as such Designated Officer shall deem necessary or advisable and in the best interests of the Company.

FURTHER RESOLVED, that any and all prior resolutions by the Board related to the subject of the resolutions herein are hereby rescinded and nullified, and are hereby superseded by the resolutions herein.

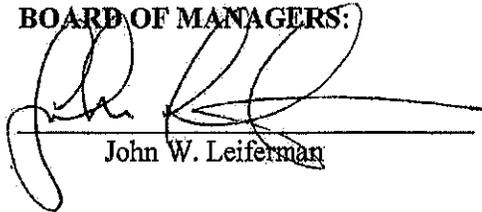
IN WITNESS WHEREOF, the undersigned, being the Sole Member and all of the members of the Board of Managers of Telvent USA Holdings, LLC have executed this written consent as of the date first indicated above.

SOLE MEMBER:

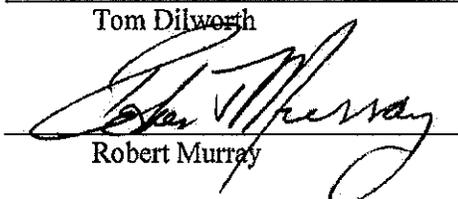
SCHNEIDER ELECTRIC HOLDINGS, INC.

By: 
Victor G. Copeland
Secretary

BOARD OF MANAGERS:


John W. Leiferman

Tom Dilworth


Robert Murray

Signature page to:
TELVENT USA HOLDINGS, LLC
JOINT UNANIMOUS WRITTEN CONSENTS OF
THE SOLE MEMBER AND
THE BOARD OF MANAGERS
December 12, 2013

FURTHER RESOLVED, that any and all prior resolutions by the Board related to the subject of the resolutions herein are hereby rescinded and nullified, and are hereby superseded by the resolutions herein.

IN WITNESS WHEREOF, the undersigned, being the Sole Member and all of the members of the Board of Managers of Telvent USA Holdings, LLC have executed this written consent as of the date first indicated above.

SOLE MEMBER:

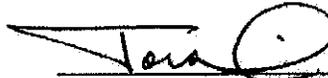
SCHNEIDER ELECTRIC HOLDINGS, INC.

By: _____

Victor G. Copeland
Secretary

BOARD OF MANAGERS:

John W. Leiferman



Tom Dilworth

Robert Murray

Signature page to:
TELVENT USA HOLDINGS, LLC
JOINT UNANIMOUS WRITTEN CONSENTS OF
THE SOLE MEMBER AND
THE BOARD OF MANAGERS
December 12, 2013

LIMITED LIABILITY COMPANY AGREEMENT

OF

TELVENT USA HOLDINGS, LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT (this "LLC Agreement") is entered into as of the 19th day of December, 2011, by Schneider Electric Holdings, Inc., a corporation organized under the laws of Delaware (the "Sole Member"), as the sole member of Telvent USA Holdings, LLC (the "Company").

WHEREAS, the Sole Member desires to organize and operate a limited liability company in accordance with the terms of, and subject to the conditions set forth in, this LLC Agreement.

NOW, THEREFORE, the undersigned agrees as follows:

Article I Formation

1.1 Formation. The Company has been formed as a limited liability company upon the filing of its Certificate of Formation (the "Charter") with the Delaware Secretary of State, pursuant to the Delaware Limited Liability Company Act, as amended (the "Act").

1.2 Name. The name of the Company shall be as set forth above in the preamble to this LLC Agreement. The Company may do business under that name and under any other name which the Board of Managers may determine from time to time.

1.3 Principal Place of Business. The principal place of business of the Company shall be at such location as the Board of Managers may determine from time to time.

1.4 Registered Agent and Registered Office. The registered agent and registered office of the Company in Delaware shall be as set forth in the Charter. The Board of Managers may change the registered agent and/or registered office of the Company at any time.

1.5 Purpose. The Company is formed, for any lawful purpose including, without limitation, the purpose of owning shares in various operating companies.

1.6 Term. The term of the Company shall commence on the date the Charter was filed with the Secretary of State of Delaware and shall continue until the Company is dissolved and liquidated pursuant to the terms of this LLC Agreement.

Article II Tax Treatment

The Company shall be treated as a corporation for U.S. income tax purposes unless and until the Company or the Sole Member affirmatively elects, pursuant to Section 13.3 hereof, to

be treated as a disregarded entity or a partnership, as the case may be, for U.S. income tax purposes.

Article III Capital Contributions

Upon executing this LLC Agreement, the Sole Member owns one hundred percent (100%) of the membership interests in the Company. In the event that the Board of Managers determines that the Company requires additional capital to fund its operations, the Sole Member may elect to make additional capital contributions to the Company or the Company may borrow such capital from any person or persons, including the Sole Member; but in no event shall the Sole Member be required to make additional capital contributions to the Company, to loan money to the Company, or to cause the Company to borrow money from any other person.

Article IV Distributions

Prior to the dissolution of the Company pursuant to Article XII below, interim distributions from the Company shall be made at such times and in such amounts as may be determined by the Board of Managers from time to time.

Article V Allocations

Except as may be required by the Internal Revenue Code of 1986, as amended, or the provisions of any successor statute (the "Code"), all items of income, gain, loss, deduction and credit of the Company shall be allocated to the Sole Member.

Article VI Management

6.1 Management and Control. Subject to the provisions of Section 6.2 below, the management and control of the Company and of its business and the power to act for and bind the Company shall be vested exclusively in, and all matters and questions of policy and management shall be decided solely by a Board of Managers (the "Board of Managers" and each member thereof, a "Manager"), subject to the Board of Managers' authority to delegate powers and duties as set forth herein. The number of Managers shall be set by the Sole Member and shall initially be two. Determinations to be made by the Board of Managers in connection with the conduct of the business of the Company shall be made in the manner provided herein, subject to restrictions in Section 6.2 below and the procedural requirements of Sections 6.09 through 6.16 below. The Board of Managers shall have all the rights and powers generally necessary or convenient in connection with the management and operation of the Company and of the business of the Company. With respect to actions approved by the Board of Managers each Manager (in addition to authorized officers, if any) shall have the authority to act on behalf of the Company and to execute documents and bind the Company with respect to such actions approved by the Board of Managers. The initial Managers of the Company are set forth on Appendix A hereto.

6.2 Manager Restrictions. Notwithstanding the powers and authority conferred upon the Board of Managers pursuant to law or by this LLC Agreement, the approval of both the Board of Managers and the Sole Member shall be required to do any one or more of the following:

(a) amend the Certificate of Formation of the Company, except for amendments of the name or registered office of the Company or amendments or restatements that do not change the operative provisions of the Certificate of Formation;

(b) issue, sell, dividend, distribute, redeem, convert, exchange, repurchase, cancel, retire or otherwise dispose of equity interests or similar rights or interests or any warrants, options or other rights to purchase, substitute for or acquire equity interests or similar rights or interests or securities convertible into or exchangeable for any equity interests or similar rights or interests of the Company; or

(c) effect any merger, consolidation, division, dissolution, sale of all or substantially all of its assets, or similar transaction.

6.3 Compensation of the Managers. The Managers shall devote such time and attention to their duties as such as in their reasonable judgment may be necessary for the proper performance thereof. The Managers may receive such reimbursement of expenses incurred in relation to attendance at meetings of the Board of Managers and such other reasonable expenses as may be reasonably fixed or determined by resolution from time to time of the Board of Managers.

6.4 Dealings with the Company. Any Manager, with the approval of the Board of Managers, may deal with the Company as an independent contractor or as an agent for others, and may receive from such others or the Company normal profits, compensation, commissions or other income incident to such dealings.

6.5 Dealings Outside the Company. No Manager shall be required to devote his full time to Company business and any Manager may, at any time and from time to time, engage in and possess an interest in other business ventures of any and every type and description, independently or with others, and neither the Company nor any Member shall by virtue of this LLC Agreement have any right, title or interest in or to such independent venture of any Manager, other than as set forth in any other agreement to which such Manager is a party.

6.6 Ordinary Course of Business. The affairs of the Company in the ordinary course of business shall be conducted by the officers, if any, as set forth in Article VII below in the indicated areas of responsibility. Matters not reasonably within the ordinary course of business (e.g., budgeting, strategic planning, etc.) shall be determined by the act of the Board of Managers.

6.7 Good Faith. The Board of Managers shall manage and control the affairs of the Company to the best of their ability, and the Managers shall use their good faith efforts to carry out the purpose of the Company for the benefit of all of the Members.

6.8 Term of Office. Subject to their earlier removal or resignation, each Manager shall be elected to serve until his or her successor is duly elected or, if earlier, such Manager (i) dies, resigns, or is declared bankrupt by a court of competent jurisdiction, (ii) is physically or mentally disabled to the extent that he is unable to fulfill his responsibilities as a Manager, (iii) gives written notice of his resignation to all of the Members, (iv) is removed by the Sole Member, or (v) if an entity, until it is liquidated, a receiver is appointed for, it becomes bankrupt, or it otherwise ceases to be an ongoing entity.

6.9 Place of Meetings and Meeting by Telephone. All meetings of the Board of Managers may be held at any place that has been designated from time to time by resolution of the Board of Managers. In the absence of such a designation, regular meetings shall be held at the principal place of business of the Company. Any meeting, regular or special, may be held by conference telephone or similar communication equipment so long as all Managers participating in the meeting can hear one another, and all Managers participating by telephone or similar communication equipment shall be deemed to be present in person at the meeting.

6.10 Meetings. Meetings of the Board of Managers for any purpose or purposes may be called at any time by a majority of the Managers.

6.11 Notice of Meetings. Notice of the time and place of meetings shall be delivered personally or by telephone to each Manager or sent by first class mail, by telegram or facsimile (or similar electronic means, including email) or by nationally recognized overnight courier, charges prepaid, addressed to each Manager at that Manager's address as it is shown on the records of the Company. In case the notice is mailed, it shall be deposited in the United States mail at least five (5) calendar days before the time of the holding of the meeting. Any oral notice given personally or by telephone may be communicated either to the Manager or to a person at the office or residence of the Manager who the person giving the notice has reason to believe will promptly communicate it to the Manager. The notice need not specify the purpose of the meeting. Notice of a meeting need not be given to any Manager if a written waiver of notice, executed by such Manager before or after the meeting, is filed with the minutes of the meeting, or to any Manager who attends the meeting without protesting prior thereto or at its commencement the lack of notice to such Manager. The waiver of notice or consent need not specify the purpose of the meeting. All such waivers, consents, and approvals shall be filed with the minutes of the meeting.

6.12 Quorum; Voting. A majority of the authorized number of Managers shall constitute a quorum for the transaction of business except to adjourn as provided in Section 6.13 below. Every act or decision done or made by a majority of the Managers voting at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Managers. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of Managers if any action taken is approved by at least a majority of the required

quorum for that meeting. A Manager who attends a meeting but protests at its commencement the lack of notice to such Manager shall not be included for purposes of determining a quorum.

6.13 Adjournment. A majority of the Managers present, whether or not constituting a quorum, may adjourn any meeting to another time and place.

6.14 Notice of Adjournment. Notice of the time and place of holding an adjourned meeting need not be given if the time and place thereof are announced at the meeting at which the adjournment is taken; provided that if the meeting is adjourned for more than 24 hours, notice of any adjournment to another time or place shall be given prior to the time of the adjourned meeting to the Board of Managers who were not present at the time of the adjournment.

6.16 Action Without a Meeting. Any action to be taken by the Board of Managers at a meeting may be taken without such meeting by the written consent of the number of Managers required to take such action if all Managers then in office were present at a duly called meeting. Any such written consent may be executed by facsimile (or similar electronic means, including email). Such written consents shall be filed with the minutes of the proceedings of the Managers and promptly provided to any Managers not executing such written consent.

Article VII Officers

7.1 Officers. The Board of Managers may choose a President, a Vice-President, a Secretary, a Treasurer, an Assistant Secretary, and an Assistant Treasurer. The Board of Managers may also choose one or more Vice Presidents, one or more Assistant Secretaries, one or more Assistant Treasurers, and such other officers as may be appointed in accordance with the provisions of Section 7.2 below. Any number of offices may be held by the same person and such person need not be a Manager.

7.2 Designation of Officers; Election of Officers. The officers of the Company shall be chosen from time to time by the Board of Managers, and each officer shall serve at the pleasure of the Board of Managers. The initial officers of the Company are set forth on Appendix B hereto.

7.3 Subordinate Officers. The Board of Managers may appoint, and may empower the President to appoint, such other officers as the business of the Company may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in this LLC Agreement or as the Board of Managers may from time to time determine.

7.4 Removal and Resignation of Officers. Subject to the rights, if any, of an officer under any contract of employment, any officer may be removed, with or without cause, by the Board of Managers at any regular or special meeting of the Board of Managers or by such officer, if any, upon whom such power of removal may be conferred by the Board of Managers. Any officer may resign at any time by giving written notice to the Company. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that

notice; and unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the Company under any contract to which the officer is a party.

7.5 Vacancies in Offices. A vacancy in any office because of death, resignation, removal, disqualification or other reason shall be filled in the manner prescribed in this LLC Agreement for regular appointment to that office. The President may make temporary appointments to a vacant office pending action by the Board of Managers.

7.6 President. The President shall be the chief executive officer of the Company, except when the President has delegated that position and the responsibilities it entails to one or more Vice Presidents. Subject to the provisions of this LLC Agreement and to the direction of the Board of Managers, the President shall have the responsibility for the general management and control of the affairs and business of the Company and shall perform all duties and have all powers which are commonly incident to the office of chief executive or which are delegated to him or her by the Board of Managers. The President shall preside at all meetings of the Members and the Board of Managers at which he or she shall be present. He or she may sign and execute, in the name of the Company, all authorized deeds, mortgages, bonds, contracts and other instruments except in cases in which the signing and execution thereof shall have been expressly delegated to some other office or agenda of the Company. He or she shall have general supervision and direction of all of the other officers and agents of the Company.

7.7 Vice Presidents. The Vice President or Vice Presidents, at the request of the President or in his or her absence or during his or her inability to act, shall perform the duties and exercise the functions of the President, and when so acting shall have the powers of the President. If there is more than one Vice President, the Board of Managers may determine which one or more of the Vice Presidents shall perform any of such duties or exercise any of such functions, or, if such determination is not made by the Board of Managers, the President may make such determination; otherwise any of the Vice Presidents may perform any of such duties or exercise any of such functions. The Vice President or Vice Presidents shall have such other powers and perform such other duties as may be assigned to him or her or them by the Board of Managers or the President.

7.8 Secretary. The Secretary shall keep the minutes of the meetings of the Members and of the Board of Managers in books provided for that purpose; he or she shall see that all notices are duly given in accordance with the provisions of this LLC Agreement or as required by law; he or she shall be custodian of the records of the Company; he or she shall see that the Company's seal is affixed to all documents, the execution of which, on behalf of the Company, under its seal, is duly authorized, and when so affixed may attest to the same; and in general, he or she shall perform all duties incident to the office of a secretary of a limited liability company, and such other duties as, from time to time, may be assigned to him or her by the Board of Managers or the President.

7.9 Treasurer. The Treasurer shall have charge of and be responsible for all funds, securities, receipts and disbursements of the Company, and shall deposit, or cause to be deposited, in the name of the Company, all monies or other valuable effects in such banks, trust

companies or other depositaries as shall, from time to time, be selected by the Board of Managers; he or she shall render to the President and to the Board of Managers, whenever requested, an account of the financial condition of the Company; and, in general, he or she shall perform all the duties incident to the office of a Treasurer of a limited liability company, and such other duties as may be assigned to him or her by the Board of Managers or the President.

7.10 Assistant Secretaries; Assistant Treasurers. The Assistant Secretaries shall have such duties as from time to time shall be assigned to them by the Board of Managers or the Secretary. The Assistant Treasurers shall have such duties as from time to time shall be assigned to them by the Board of Managers or the Treasurer.

Article VIII Expenses of Sole Member

8.01 General. Except as this Article VIII provides otherwise, the Company may, but is not required, to reimburse the Sole Member for expenses incurred on behalf of, or otherwise in connection with, the Company.

8.02 Sole Member. The Board of Managers will promptly cause the Company to reimburse all the expenses of the Sole Member associated with the Sole Member's ownership of the Company, including, but not limited to, all corporate filing and franchise fees and taxes incurred as a result of the Sole Member being a member of the Company.

Article IX Transfer of Membership Interest

The Sole Member may transfer all or any part of its membership interest in the Company to any person or entity at any time and references herein to "Member" shall include any person admitted as a new member pursuant to the provisions of this LLC Agreement and the Act.

Article X Indemnification

10.1 Limitation of Liability. No Member, Manager, or officer (as defined below) shall be personally liable, responsible, accountable in monetary damages or otherwise to the Company or any Member for any act or failure to act or for any mistakes of judgment unless such Member, Manager, or officer has breached or failed to perform the duties of his, her or its office under the Act or this LLC Agreement and the breach or failure to perform constitutes self-dealing, willful misconduct or recklessness. The provisions of the immediately preceding sentence shall not apply to (a) the responsibility or liability of a Member, Manager, or officer pursuant to any criminal statute or (b) the liability of a Member, Manager, or officer for the payment of taxes pursuant to federal, state or local law.

10.2 Indemnification. To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless any Member, Manager, or officer (each being referred to as an "Indemnitee") who was or is a party (other than a party plaintiff suing on his or her own behalf), or who is threatened to be made such a party, to any threatened, pending or completed

action, suit or proceeding, whether civil, criminal, administrative or investigative (including an action by or in the right of the Company) arising out of, or in connection with, any actual or alleged act or omission or by reason of the fact that the Indemnitee is or was a Member, Manager, or officer, or is or was serving at the request of the Company as a director or officer of any other entity, including, a domestic or foreign corporation for profit or not-for-profit, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines, excise taxes and amounts paid in settlement actually and reasonably incurred by the Indemnitee in connection with such action, suit or proceeding if the Indemnitee met the standard of conduct of (i) acting in good faith and in a manner the Indemnitee reasonably believed to be in, or not opposed to, the best interests of the Company and (ii) with respect to any criminal proceeding, having no reasonable cause to believe the Indemnitee's conduct was unlawful. The termination of any action or proceeding by judgment, order, settlement or conviction or upon a plea of nolo contendere or its equivalent shall not of itself create a presumption that the Indemnitee did not act in good faith and in a manner that the Indemnitee reasonably believed to be in, or not opposed to, the best interests of the Company and, with respect to any criminal proceeding, had reasonable cause to believe that his or her conduct was unlawful.

10.3 Advancing Expenses. Expenses (including attorneys' fees) incurred by an Indemnitee in defending any action, suit or proceeding referred to in Section 10.2 above may be paid by the Company in advance of the final disposition of the action, suit or proceeding upon receipt of an undertaking by or on behalf of the Indemnitee to repay such amount if it shall ultimately be determined that the Indemnitee is not entitled to be indemnified by the Company as authorized in Section 10.2 above.

10.4 Nonexclusivity of Indemnification. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article shall not be deemed exclusive of any other rights to which an Indemnitee seeking indemnification or advancement of expenses may be entitled under any other provision of this LLC Agreement, any insurance or other agreement, any vote of Members or Managers or otherwise, both as to actions in the Indemnitee's official capacity and as to actions in another capacity while holding that office. The Company may create and fund a fund of any nature, which may, but need not be, under the control of a trustee, or otherwise secure or insure in any manner (including by entering into agreements with its Members, Managers, officers, employees and agents) its obligation to indemnify or advance expenses, whether arising under or pursuant to this Article or otherwise.

10.5 Insurance. The Company shall have power to purchase and maintain insurance on behalf of any person who is or was a Member, Manager, officer, employee or agent of the Company, or is or was serving at the request of the Company as a director, officer, employee or agent of another domestic or foreign corporation for profit or not-for-profit, partnership, joint venture, trust, employee benefit plan or other Person against any liability asserted against such person and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Company would have the power to indemnify him or her against that liability under the provisions of this Article.

10.6 Modification. The duties of the Company to indemnify and to advance expenses to a Member, Manager, or officer provided in this Article shall be in the nature of a contract between the Company and each such Member, Manager, or officer, and no amendment or repeal of any provision of this Article, and no amendment or termination of any trust or other fund created pursuant to this Article, shall alter, to the detriment of such Member, Manager, or officer, the right of such person to the advance of expenses or indemnification related to a claim based on an act or failure to act which took place prior to such amendment, repeal or termination.

10.7 Past Officers and Managers. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article shall, unless otherwise provided when authorized or ratified or otherwise agreed, continue as to a person who has ceased to be a Member, a Manager, or an officer of the Company and shall inure to the benefit of the executors, administrators, heirs, successors and assigns of that person.

Article XI Books and Records

11.1 Required Books and Records. The Company shall maintain complete and accurate books and records of the Company's business and affairs as required by the Act and such books and records shall be kept at the Company's principal place of business and shall in all respects be independent of the books, records and transactions of the Sole Member. The Company will use the calendar year for tax and accounting purposes.

11.2 Inspection. The Sole Member shall have the right to inspect the books and records of the Company at any time.

Article XII Dissolution

12.1 Events of Dissolution. The Company shall dissolve (i) upon the written election of the Sole Member, or (ii) upon the entry of a decree of judicial dissolution of the Company.

12.2 Winding Up. In the event of the dissolution of the Company for any reason, the Sole Member shall commence to wind up the affairs of the Company and to liquidate its assets in an orderly manner. The Board of Managers shall have full right and unlimited discretion to determine the time, manner and terms of any sale or sales of Company assets pursuant to such liquidation having due regard to the activity and condition of the relevant market and general financial and economic conditions.

12.3 Allocation and Distribution of Proceeds. Following the payment of, or provision for, all debts and liabilities of the Company (including, specifically, the payment of all taxes imposed on the Sole Member) and all expenses of liquidation, and subject to the right of a Manager to set up such cash reserves as he or she may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company, the proceeds of the liquidation and any other funds or assets of the Company shall be distributed to the Sole Member.

12.4 Certificate of Dissolution. On completion of the distribution of Company assets as provided herein, the Company is terminated, and the Sole Member (or such other person or persons as the Act may require or permit) shall file appropriate documentation with the Delaware Secretary of State and shall take such other actions as may be necessary to terminate the Company.

Article XIII Miscellaneous

13.1 Amendment. This LLC Agreement may only be amended by a written document executed by the Sole Member.

13.2 Governing Law; Severability. This LLC Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Delaware excluding any conflict of laws rule or principle that might refer to the governance or the construction of this Agreement to the law of another jurisdiction.

13.3 Tax Elections. The Board of Managers shall, without any further consent of the Members being required, be authorized (i) to make, or cause to be made, any and all elections for federal, state, local, and foreign tax purposes and (ii) to represent the Company and the Members before taxing authorities or courts of competent jurisdiction in tax matters affecting the Company or the Members in their capacities as Members, and to file any tax returns and execute any agreements or other documents relating to or affecting such tax matters, including agreements or other documents that bind the Members with respect to such tax matters or otherwise affect the rights of the Company and the Members; *provided, however,* that any elections under section 301.7701-3 of the regulations promulgated under the Internal Revenue Code of 1986, as amended, may also be made by the Sole Member.

13.4 Third Party Beneficiaries. Except with respect to Article X above, the provisions of this LLC Agreement are not intended to be for the benefit of any creditor or any other person (other than the Sole Member) to whom any debts, liabilities or obligations are owed by (or who otherwise has a claim against), the Company or the Sole Member, and no such creditor or other person shall obtain any rights under such provisions or shall by reason of such provisions make any claim in respect of any of the aforesaid debts, liabilities or obligations (or otherwise) against the Company or the Sole Member.

13.5 Binding Effect. Except as herein otherwise specifically provided, this LLC Agreement shall be binding upon and inure to the benefit of the Sole Member and its legal representatives, successors and assigns.

13.6 Interpretation. Where the context so requires, references herein to "Sole Member" shall mean any Member that owns 100% of the membership interests of the Company.

13.7 Entire Agreement. This LLC Agreement constitutes the entire agreement with respect to the subject matter hereof. It supersedes any prior agreement or understandings, and it may not be modified or amended in any manner other than as set forth herein.

13.8 Severability. If any provision of this LLC Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provisions to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

[Signature Page to Follow]

IN WITNESS WHEREOF, this Limited Liability Company Agreement is executed as of the first date written above.

SOLE MEMBER:

SCHNEIDER ELECTRIC HOLDINGS, INC.

By: Victor G. Copeland
Name: Victor G. Copeland
Title: Secretary

Initial Board of Managers

1 Victor G. Copeland

2 Robert Murray

Initial Officers

Jeff Drees (President)

Victor G. Copeland (Secretary)

Robert Murray (Vice President)

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