

ESCROW FUND AND ACCOUNT CONTROL AGREEMENT

This Escrow Fund and Account Control Agreement (this “*Agreement*”), dated as of November __, 2024, by and among BMO HARRIS INVESTMENT COMPANY LLC, a Nevada limited liability company (hereinafter referred to as “*Lessor*”), VILLAGE OF HOMEWOOD, a city body corporate and politic existing under the laws of the State of Illinois (hereinafter referred to as “*Lessee*”) and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association (hereinafter referred to as “*Escrow Agent*”).

Reference is made to that certain Equipment Schedule No. 42033 dated November __, 2024 (the “*Schedule*”), which incorporates by reference the terms and provisions of that certain Master Equipment Lease-Purchase Agreement dated as of November 8, 2024 (such Equipment Schedule and such terms and provisions incorporated therein by reference are hereinafter referred to collectively as the “*Lease*”), each between Lessor and Lessee, covering the acquisition, installation and lease-purchase financing of certain equipment and other property described therein (the “*Equipment*”). It is a requirement of Section 9(b) of the Lease that the amount for payment of costs of acquiring and installing the Equipment (*i.e.*, \$600,000.00) be deposited into an escrow under terms satisfactory to Lessor and Lessee, for the purpose of fully funding the Lease, and providing a mechanism for the application of such amounts to payment of the acquisition and installation of the Equipment as provided in this Agreement.

The parties agree as follows:

1. *Creation of Escrow Fund.*

(a) There is hereby created a special trust fund to be known as “BMO / Village of Homewood, Equipment Schedule No. 42033 Escrow Fund” (the “*Escrow Fund*”) to be held in trust by the Escrow Agent for the purposes stated herein, for the benefit of Lessor and Lessee, to be held, disbursed and returned in accordance with the terms hereof.

(b) The Escrow Agent shall invest and reinvest moneys on deposit in the Escrow Fund in Qualified Investments in accordance with written instructions received from Lessee. Lessee shall be solely responsible for ascertaining that all proposed investments and reinvestments are Qualified Investments and that they comply with federal, state and local laws, regulations and policies governing investment of such funds and for providing appropriate notice to the Escrow Agent for the reinvestment of any maturing investment. Accordingly, neither the Escrow Agent nor Lessor shall be responsible for any liability, cost, expense, loss or claim of any kind, directly or indirectly arising out of or related to the investment or reinvestment of all or any portion of the moneys on deposit in the Escrow Fund, and Lessee agrees to and does hereby release the Escrow Agent and Lessor from any such liability, cost, expenses, loss or claim. Interest on the Escrow Fund shall become part of the Escrow Fund, and gains and losses on the investment of the moneys on deposit in the Escrow Fund shall be borne by the Escrow Fund. For purposes of this Agreement, “Qualified Investments” means any investment permitted in accordance with Schedule 2 attached hereto and constituting a qualified investment for public funds of Lessee in accordance with applicable Illinois law and Lessee’s policies. The Escrow Agent may make any and all such investments through its own investment department or that of its affiliates or subsidiaries, and may charge its ordinary and customary fees for such trades, including investment maintenance fees. In the absence of investment instructions from the Lessee, the Escrow Agent shall not be responsible

or liable for keeping the moneys held by it hereunder fully invested in permitted investments. Although the Lessor and the Lessee each recognizes that it may obtain a broker confirmation or written statement containing comparable information at no additional cost, the Lessor and the Lessee hereby agree that confirmations of permitted investments are not required to be issued by the Escrow Agent for each month in which a monthly statement is rendered. No statement need be rendered for any fund or account if no activity occurred in such fund or account during such month; provided, however, the Escrow Agent shall provide the Lessee with a statement of account on request.

(c) Unless the Escrow Fund is earlier terminated in accordance with the provisions of paragraph (d) below, amounts in the Escrow Fund shall be disbursed by the Escrow Agent in payment of amounts described in Section 2 hereof upon receipt of written authorization(s) from Lessor, as is more fully described in Section 2 hereof. If the amounts in the Escrow Fund are insufficient to pay such amounts, Lessee shall provide any balance of the funds (but only from funds legally available for such purpose) needed to complete the acquisition and installation of the Equipment.

(d) The Escrow Fund shall be terminated at the earliest of (i) the final distribution of amounts in the Escrow Fund or (ii) written notice given by Lessor of the occurrence of an Event of Default under the Lease or termination of the Lease due to a Non-Appropriation Event.

(e) The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any instrument nor as to the identity, authority or right of any person executing the same; and its duties hereunder shall be limited to the receipt of such moneys, instruments or other documents received by it as the Escrow Agent, and for the disposition of the same in accordance herewith.

(f) Unless the Escrow Agent is guilty of gross negligence or willful misconduct with regard to its duties hereunder, Lessee agrees to and does hereby release and indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Agreement; and in connection therewith does, to the extent permitted by law, indemnify the Escrow Agent against any and all expenses; including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

(g) If Lessee and Lessor shall be in disagreement about the interpretation of the Lease, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but shall not be required to, file an appropriate civil action to resolve the disagreement. The Escrow Agent shall be reimbursed by Lessee for all costs, including reasonable attorneys' fees, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under the Lease until a final judgment in such action is received.

(h) The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. The Escrow Agent shall

otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its willful misconduct. The Escrow Agent shall have the right to perform any of its duties hereunder through agents, attorneys, custodians or nominees, and shall not be responsible for the misconduct or negligence of such agents, attorneys, custodians and nominees appointed by it with due care. The Escrow Agent shall not be required to risk, use or advance its own funds or otherwise incur financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder.

(i) Lessee shall reimburse the Escrow Agent for all reasonable costs and expenses, including those of the Escrow Agent's attorneys, agents and employees incurred for extraordinary administration of the Escrow Fund and the performance of the Escrow Agent's powers and duties hereunder in connection with any Event of Default or Non-Appropriation Event under the Lease, or in connection with any dispute between Lessor and Lessee concerning the Escrow Fund.

(j) Escrow Agent annual fees in the amount of \$1,000.00 are payable by Lessee and shall be paid from interest earnings on amounts held in the Escrow Fund; provided, however, that if such interest earnings are not sufficient to pay such fees in full, the Escrow Agent shall be entitled to debit the Escrow Fund for the balance due.

(k) "Electronic Means" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Escrow Agent, or another method or system specified by the Escrow Agent as available for use in connection with its services hereunder. The Escrow Agent shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Indenture and delivered using Electronic Means; provided, however, that the Lessor or Lessee shall provide to the Escrow Agent an incumbency certificate listing officers with the authority to provide such Instructions and containing specimen signatures of such authorized officers, which incumbency certificate shall be amended by the Lessor or Lessee whenever a person is to be added or deleted from the listing. If the Lessor or Lessee elects to give the Escrow Agent Instructions using Electronic Means and the Escrow Agent in its discretion elects to act upon such Instructions, the Escrow Agent's understanding of such Instructions shall be deemed controlling. The Lessor or Lessee understands and agrees that the Escrow Agent cannot determine the identity of the actual sender of such Instructions and that the Escrow Agent shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Escrow Agent have been sent by such Authorized Officer. The Lessor or Lessee shall be responsible for ensuring that only authorized officers transmit such Instructions to the Escrow Agent and that the Lessor or Lessee and all authorized officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Lessor or Lessee. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The Lessor or Lessee agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Escrow Agent and that there may be more secure methods of transmitting Instructions than the method(s) selected by

the Lessor or Lessee; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Escrow Agent immediately upon learning of any compromise or unauthorized use of the security procedures.

(l) Any banking association or corporation into which the Escrow Agent may be merged, converted or with which the Escrow Agent may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Escrow Agent shall be a party, or any banking association or corporation to which all or substantially all of the corporate trust business of the Escrow Agent shall be transferred, shall succeed to all the Escrow Agent's rights, obligations and immunities hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

2. *Acquisition of Equipment.*

(a) *Vendor Agreements.* Lessee will arrange for, supervise and provide for, or cause to be supervised and provided for, the acquisition and installation of the Equipment, with moneys available in the Escrow Fund. Lessee represents that the estimated costs of the Equipment are within the funds estimated to be available therefor, and Lessor makes no warranty or representation with respect thereto. Lessor shall have no liability under any of the Vendor Agreements. Lessee shall obtain all necessary permits and approvals, if any, for the acquisition, equipping and installation of the Equipment, and the operation and maintenance thereof.

(b) *Authorized Escrow Fund Disbursements.* Disbursements from the Escrow Fund shall be made for the purpose of paying (including the reimbursement to Lessee for advances from its own funds to accomplish the purposes hereinafter described) the cost of acquiring and installing the Equipment.

(c) *Requisition Procedure.* No disbursement from the Escrow Fund shall be made unless and until Lessor has approved such requisition in writing. Prior to disbursement from the Escrow Fund, there shall be filed with the Escrow Agent a requisition for such payment in the form of Disbursement Request attached hereto as Schedule 1, stating each amount to be paid and the name of the person, firm or corporation to whom payment thereof is due. Each such requisition shall be signed by an authorized representative of Lessee (an "*Authorized Representative*") and by Lessor, and shall be subject to the following:

1. Delivery to Lessor of an executed Disbursement Request in the form attached hereto as Schedule 1 certifying that:

(i) an obligation in the stated amount has been incurred by Lessee and the same is a proper charge against the Escrow Fund for costs relating to the Equipment identified in the Lease, and has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof); (ii) the Authorized Representative has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made; (iii) such requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date of such certificate, entitled to retain (except to the extent

such amounts represent a reimbursement to Lessee); (iv) the Equipment is insured in accordance with the Lease; (v) no Non-Appropriation Event or Event of Default (nor any event which, with notice or lapse of time or both, would become a Non-Appropriation Event or an Event of Default) has occurred and is continuing; (vi) no Material Adverse Change has occurred since the date of the execution of the Lease; and (vii) the representations, warranties and covenants of Lessee set forth in the Lease are true and correct as of the date thereof.

2. Delivery to Lessor of invoices (and proofs of payment of such invoices, if Lessee seeks reimbursement) and bills of sale (if title to such Equipment has passed to Lessee) therefor and any additional documentation reasonably requested by Lessor; and

3. The disbursement shall occur prior to November __, 2025.

3. *Deposit to Escrow Fund.* Upon satisfaction of the Funding Conditions specified in Section 8(c) of the Lease, Lessor will cause the amount described in the second paragraph of this Agreement to be deposited in the Escrow Fund. The attached Schedule 3 is incorporated in this Agreement as if fully set forth herein. Lessee agrees to pay any costs with respect to acquisition and installation of the Equipment in excess of amounts available therefor in the Escrow Fund, but solely from funds legally available for such purpose.

4. *Excessive Escrow Fund.* Any funds remaining in the Escrow Fund on or after the earliest of (a) November __, 2025, (b) completion of acquisition and installation of all of the Equipment to Lessee's satisfaction or (c) termination of the Escrow Fund as otherwise provided herein, shall be applied by the Escrow Agent to pay the interest component of Rent Payments coming due on the next and each successive Rent Payment Date until fully exhausted, unless applied otherwise as the Escrow Agent may be directed in writing by Lessor and Lessee prior to November __, 2025.

5. *Security Interest.* The Escrow Agent and Lessee acknowledge and agree that the Escrow Fund and all proceeds thereof are being held by Escrow Agent for disbursement or return as set forth herein. Lessee hereby grants to Lessor a first priority perfected security interest in the Escrow Fund, and all proceeds thereof, and all investments made with any amounts in the Escrow Fund. If the Escrow Fund, or any part thereof, is converted to investments as set forth in this Agreement, such investments shall be made in the name of the Escrow Agent and the Escrow Agent hereby agrees to hold such investments as bailee for Lessor so that Lessor is deemed to have possession of such investments for the purpose of perfecting its security interest.

6. *Control of Escrow Fund.* In order to perfect Lessor's security interest by means of control in (i) the Escrow Fund established hereunder, (ii) all securities entitlements, investment property and other financial assets now or hereafter credited to the Escrow Fund, (iii) all of Lessee's rights in respect of the Escrow Fund, such securities entitlements, investment property and other financial assets, and (iv) all products, proceeds and revenues of and from any of the foregoing personal property (collectively, the "*Collateral*"), Lessor, Lessee and Escrow Agent further agree as follows:

(a) All terms used in this Section 6 which are defined in the Commercial Code of the State of Illinois (the "*Commercial Code*") but are not otherwise defined herein shall

have the meanings assigned to such terms in the Commercial Code, as in effect on the date of this Agreement.

(b) The Escrow Agent will comply with all entitlement orders originated by Lessor with respect to the Collateral, or any portion of the Collateral, without further consent by Lessee.

(c) The Escrow Agent hereby represents and warrants that (i) the records of the Escrow Agent show that Lessee is the sole owner of the Collateral, (ii) the Escrow Agent has not been served with any notice of levy or received any notice of any security interest in or other claim to the Collateral, or any portion of the Collateral, other than Lessor's claim pursuant to this Agreement, and (iii) the Escrow Agent is not presently obligated to accept any entitlement order from any person with respect to the Collateral, except for entitlement orders that the Escrow Agent is obligated to accept from Lessor under this Agreement and entitlement orders that the Escrow Agent, subject to the provisions of paragraph (e) below, is obligated to accept from Lessee.

(d) Without the prior written consent of Lessor, the Escrow Agent will not enter into any agreement by which the Escrow Agent agrees to comply with any entitlement order of any person other than Lessor or, subject to the provisions of paragraph (e) below, Lessee, with respect to any portion or all of the Collateral. The Escrow Agent shall promptly notify Lessor if any person requests the Escrow Agent to enter into any such agreement or otherwise asserts or seeks to assert a lien, encumbrance or adverse claim against any portion or all of the Collateral.

(e) Except as otherwise provided in this paragraph (e) and subject to Section 1(b) hereof, the Escrow Agent may allow Lessee to effect sales, trades, transfers and exchanges of Collateral within the Escrow Fund, but will not, without the prior written consent of Lessor, allow Lessee to withdraw any Collateral from the Escrow Fund. The Escrow Agent acknowledges that Lessor reserves the right, by delivery of written notice to the Escrow Agent, to prohibit Lessee from effecting any withdrawals (including withdrawals of ordinary cash dividends and interest income), sales, trades, transfers or exchanges of any Collateral held in the Escrow Fund. Further, the Escrow Agent hereby agrees to comply with any and all written instructions delivered by Lessor to the Escrow Agent (once it has had a reasonable opportunity to comply therewith) and has no obligation to, and will not, investigate the reason for any action taken by Lessor, the amount of any obligations of Lessee to Lessor, the validity of any of Lessor's claims against or agreements with Lessee, the existence of any defaults under such agreements or any other matter.

(f) Lessee hereby irrevocably authorizes the Escrow Agent to comply with all instructions and entitlement orders delivered by Lessor to the Escrow Agent.

(g) The Escrow Agent will not attempt to assert control, and does not claim and will not accept any security or other interest in, any part of the Collateral, and the Escrow Agent will not exercise, enforce or attempt to enforce any right of setoff against the Collateral, or otherwise charge or deduct from the Collateral any amount whatsoever.

(h) The Escrow Agent and Lessee hereby agree that any property held in the Escrow Fund shall be treated as a financial asset under such section of the Commercial Code as corresponds with Section 8-102 of the Uniform Commercial Code, notwithstanding any contrary provision of any other agreement to which the Escrow Agent may be a party.

(i) The Escrow Agent is hereby authorized and instructed, and hereby agrees, to send to Lessor at its address set forth in Section 8 below, concurrently with the sending thereof to Lessee, duplicate copies of any and all monthly Escrow Fund statements or reports issued or sent to Lessee with respect to the Escrow Fund.

7. *Information Required Under USA PATRIOT ACT.* The parties acknowledge that in order to help the United States government fight the funding of terrorism and money laundering activities, pursuant to Federal regulations that became effective on October 1, 2003 (Section 326 of the USA PATRIOT Act) all financial institutions are required to obtain, verify, record and update information that identifies each person establishing a relationship or opening an account. The parties to this Agreement agree that they will provide to the Escrow Agent such information as it may request, from time to time, in order for the Escrow Agent to satisfy the requirements of the USA PATRIOT Act, including but not limited to the name, address, tax identification number and other information that will allow it to identify the individual or entity who is establishing the relationship or opening the account and may also ask for formation documents such as articles of incorporation or other identifying documents to be provided.

8. *Governing Law.* The laws of the State of Illinois govern this Agreement (without regard to the conflicts of law principles of such State), but only to the extent such law is not preempted by federal law or regulation.

9. *Miscellaneous.* Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease. This Agreement may not be amended except in writing signed by all parties hereto. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original instrument and each shall have the force and effect of an original and all of which together constitute, and shall be deemed to constitute, one and the same instrument. Notices hereunder shall be made in writing and shall be deemed to have been duly given when personally delivered or when sent by registered or certified mail (return receipt requested), or delivered to an overnight delivery service, charges prepaid, or sent by electronic transmission, addressed to each party at its address below:

If to Lessor: BMO Harris Investment Company LLC
c/o BMO Bank N.A.
790 N. Water Street, 15th Floor
Milwaukee, WI 53202
Attention: Documentation Manager
Telephone: (414) 765-7509
E-mail: efc.documentation@bmo.com

If to Lessee: Village of Homewood
2020 Chestnut Rd.
Homewood, IL 60430

Attention: _____
Telephone: _____
E-mail: _____

If to Escrow Fund
Custodian:

The Bank of New York Mellon Trust Company, N.A.
311 South Wacker Drive, 62nd Floor
Chicago, IL 60606
Attention: Public Finance
Telephone: (312) 827-8516
E-mail: Rhonda.jackson@bny.com

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Escrow Fund and Account Control Agreement as of the date first above written.

BMO HARRIS INVESTMENT COMPANY LLC,
as Lessor

VILLAGE OF HOMEWOOD,
as Lessee

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Escrow Agent

By: _____
Name: _____
Title: Vice President

**SCHEDULE 1
to the Escrow Fund and Account Control Agreement**

FORM OF DISBURSEMENT REQUEST

Re: Master Equipment Lease-Purchase Agreement dated as of November 8, 2024 (the “*Master Lease*”) and Equipment Schedule No. __ thereto dated _____, between BMO Harris Investment Company LLC, as Lessor, and Village of Homewood, as Lessee (such Equipment Schedule and the terms and provisions of the Master Lease incorporated therein by reference are herein referred to collectively as the “*Lease*”) (Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease.)

In accordance with the terms of that certain Escrow Fund and Account Control Agreement, dated as of November __, 2024 (the “*Escrow Agreement*”), among BMO Harris Investment Company LLC (“*Lessor*”), Village of Homewood (“*Lessee*”) and The Bank of New York Mellon Trust Company, N.A. (the “*Escrow Agent*”), the undersigned hereby requests the Escrow Agent to pay the following persons the following amounts from the Escrow Fund created under the Escrow Agreement for the following purposes:

PAYEE’S NAME AND ADDRESS	INVOICE NUMBER	DOLLAR AMOUNT	PURPOSE
<u>Wire Instructions:</u> Bank Name: City, State: Account Name: ABA # Account #			

The undersigned hereby certifies as follows:

(i) An obligation in the stated amount has been incurred by Lessee, and the same is a proper charge against the Escrow Fund for costs relating to the Equipment identified in the Lease, and has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof), and the Equipment relating to such obligation has been delivered, installed and accepted by Lessee.

(ii) The undersigned, as Authorized Representative, has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

(iii) This requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date hereof, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee).

(iv) The Equipment is insured in accordance with the Lease.

(v) No Non-Appropriation Event or Event of Default, and no event which with notice or lapse of time, or both, would become a Non-Appropriation or Event of Default, under the Lease has occurred and is continuing at the date hereof.

(vi) The disbursement shall occur prior to November __, 2025.

(vii) No Material Adverse Change has occurred since the date of the execution of the Lease.

(viii) The representations, warranties and covenants of Lessee set forth in the Lease are true and correct as of the date hereof.

Dated: _____

VILLAGE OF HOMEWOOD

By: _____
Authorized Representative

Disbursement of funds from the Escrow Fund in accordance with the foregoing Disbursement Request hereby is authorized

BMO HARRIS INVESTMENT COMPANY LLC,
as Lessor under the Lease

By: _____
Name: _____
Title: _____

SCHEDULE 2

DESCRIPTION OF QUALIFIED INVESTMENTS

BNY Mellon Cash Reserve Deposit

SCHEDULE 3

**AUTHORIZATION AND DIRECTION TO THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
TO INVEST CASH BALANCES IN BNY MELLON CASH RESERVE
THROUGH THE BANK OF NEW YORK MELLON**

CUSTOMER NAME (“Customer”): VILLAGE OF HOMEWOOD

GOVERNING AGREEMENT (the “Agreement”): Escrow Fund and Account Control Agreement dated
November , 2024

ACCOUNT (the “Account”): BMO / Village of Homewood, Equipment Schedule No. 42033 Escrow Fund

ACCOUNT NUMBER (assigned by BNYM): _____

AUTHORIZATION AND DIRECTION

The Bank of New York Mellon Trust Company, N.A. (“**BNYMTC**”), acting through its affiliate, The Bank of New York Mellon (“**BNYM**”), is hereby authorized and directed to invest any available cash in the Account in BNY Mellon Cash Reserve and to withdraw, for re-deposit in the Account, all or a portion of such investment to meet the cash requirements of the Account. Customer may, from time to time, direct BNYMTC in writing to withdraw cash from BNY Mellon Cash Reserve for re-deposit in the Account, and to invest all or a portion of such cash and any additional available cash in the Account in another eligible investment, and BNYMTC shall comply with such direction. Customer represents and warrants to BNYMTC and BNYM that it is authorized and empowered to direct BNYMTC to make the investment specified herein through BNYM and that the investment authorized herein is an authorized investment pursuant to the Agreement.

Customer acknowledges that (i) BNY Mellon Cash Reserve is a BNYM interest-bearing bank deposit product designed to accommodate the investment of available cash in accounts of customers of BNYMTC and BNYM and (ii) cash from each customer’s account that is deposited in BNY Mellon Cash Reserve is credited to a sub-account in BNY Mellon Cash Reserve that is linked to the customer’s account. Interest is accrued daily on a 365–day basis and credited monthly at rates determined from time to time by BNYM.

NOTICE REGARDING FDIC COVERAGE: Deposits in BNY Mellon Cash Reserve are insured up to \$250,000 per depositor for each account ownership category under the FDIC’s general deposit insurance rules. To learn more visit www.fdic.gov.

PERIODIC STATEMENTS: Customer hereby acknowledges and agrees that (i) transactions with respect to BNY Mellon Cash Reserve and (ii) the interest earned by Customer will be reported only in BNYMTC’s regular periodic statements for the Account.

CUSTOMER REPRESENTATIONS, CONFIRMATIONS AND ACKNOWLEDGEMENTS: Customer represents and warrants to BNYMTC and BNYM that (i) it is capable of evaluating investment risks independently, both in general and

with regard to particular transactions and investment strategies; (ii) it has made its own investment decision to invest available cash in the Account in BNY Mellon Cash Reserve; (iii) it had the opportunity to consider alternative investments; and (iv) it neither sought nor obtained advice from either BNYMTC, BNYM or their representatives regarding the investment in BNY Mellon Cash Reserve. Customer also confirms, represents and warrants that BNYMTC, BNYM and their representatives have not required Customer to invest available cash in the Account in BNY Mellon Cash Reserve. Customer acknowledges that it has the right to direct BNYMTC to invest cash in a different investment option selected by Customer from time to time, subject to operational and legal requirements related to such investment option.

This Authorization and Direction is executed, acknowledged, and consented to by:

VILLAGE OF HOMEWOOD

By: _____
Name: _____
Title: _____
Date: _____