



IL Natural Gas Transaction Confirmation

105 Decker Ct. Suite 1050
Irving, TX 75062
P: 866.483.7664
F: 866.729.3822
Hours: 9 am to 5:30 pm CT
HudsonEnergyCare@hudsonenergy.net
H22091443251789

This offer expires at 5:00pm Eastern Prevailing time on
9/14/2022

Customer Information

Legal Name:	Mather	
	Business	Billing
Contact Person:	Mary Beth Elster	
E-mail:	melster@Mather.com	
Phone:	(773) 459-6540	
Legal Address:	1603 Orrington Ave Ste 1800 Evanston, IL, 60201-5019	1603 Orrington Ave Ste 1800 Evanston, IL, 60201-5019

Transaction Specifics

Energy product type:	Fixed Price Natural Gas
Estimated Term (months):	30
Annual Estimated Volume (therms):	391,074
Greenpower (%):	0

Energy product cost component (Customer may also be responsible for other charges and fees, as applicable, see section 7 of the Commodity Master Agreement.)

Included in Energy Price	Not Included in Energy Price
Commodity, all costs for delivery to the Utility city-gate, Utility line losses from city gate to Customer's meter (burner tip), HES's cost to serve Customer.	

Billing fee (\$/mo):	0.00
Energy Price (\$/therm):	0.7152
Greenpower Price (\$/therm)	0.0000
Total Price (\$/therm):	0.7152

Deposit amount:	0.00
Payment Term:	Per Utility Schedule
Billing Method:	Utility Bill Only

ME

Initial to confirm billing method

If applicable, Customer will be responsible for late payment fees at a rate of 1.50% per month, as may be amended, or the highest rate permitted by law, whichever is less, on the uncontested unpaid balance. A fee of \$30.00 will be assessed to Customer for each returned payment for insufficient funds.

Greengas emissions reduction rate equals 12.1 lbs (5.47 kg) worth of CO² for each ccf of natural gas Customer consumes, multiplied by the Greengas (%) listed above.

Estimated Volume (therms)

January	February	March	April	May	June
52,894	60,217	51,665	41,488	34,908	21,856
July	August	September	October	November	December
16,224	15,969	14,562	17,073	24,449	39,773

Quantity Variances

A variation of up to twenty five percent (25%) above or below the monthly Estimated Volume listed above will not be considered a material change. HES reserves the right to pass-through charges for any additional costs incurred by HES as a result of a material change. If HES determines a material change has occurred it reserves the right to pass-through charges for any additional costs incurred above or below the contracted values.

Location(s)

The Estimated Start and End Date is based on the Location’s normally scheduled Utility meter read date which is expected to occur on or about the date listed below.

Utility	Utility Account Number	Service Address	Estimated Start Date	Estimated End Date
Nicor Gas Company	7207617781	450 Davis St, Evanston, IL 60201	11/2022	5/2025
Nicor Gas Company	7635003692	425 Davis, Evanston, IL 60201	11/2022	5/2025
Nicor Gas Company	9942240000	2801 Old Glenview Rd, Wilmette, IL 60091	11/2022	5/2025

Substitution of Location(s)

If a change requires you to sell or close one of the Location(s) under this Agreement, you can request that HES accept a different Location as a replacement. Please contact us for details on acceptable substitution criteria.

Blend and Extend

We’re ready to change for you. If your product qualifies, at your request we will calculate an offer to change your Price based on a weighted average of the Price in this Transaction Confirmation and a mutually agreed extension to the Term.

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Customer declines to receive communications about other products and services offers by HES, its affiliates or business partners. Customer will still receive communications relevant to this Agreement.

Agreement

This Transaction Confirmation forms part of the Agreement entered into by and between Hudson Energy Services, LLC ("HES") and Mather ("Customer"). Nothing herein shall be deemed to require HES to execute the Commodity Master Agreement. The date on which HES executes this Transaction Confirmation shall be deemed the "Effective Date" of the Transaction Confirmation pursuant to the Agreement.

Acknowledgment

By signing this Transaction Confirmation, each Party agrees to be bound by the terms of this Transaction Confirmation, the Rider and the Commodity Master Agreement (the "Agreement"), and acknowledges having full authority to sign this Transaction Confirmation and enter a binding contract for the Location(s) listed above. Accepted and agreed to:

Mather

Hudson Energy Services, LLC

Printed Name:		Printed Name:	
Signature:	Mary Beth Elster	Signature:	
Email:	melster@Mather.com	Email:	
Title:	Assistant VICE PRESIDENT	Title:	
Date:	09/15/2022	Date:	

I have the authority to bind Customer

I have the authority to bind HES

**Please submit the executed Commodity Master Agreement, Transaction Confirmation and Rider
by fax to (888) 893-9882 or ILSales@hudsonenergy.net**

Commodity Master Agreement

This Commodity Master Agreement, including any separately executed Transaction Confirmation and Rider together form the ("Agreement") entered into between Hudson Energy Services, LLC, a New Jersey limited liability company ("HES"), and Mather ("Customer"). HES and Customer may hereinafter be referred to individually as a "Party" or collectively as the "Parties".

1. Key Defined Terms. **Business Day:** means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday. **Energy:** the electricity and/or natural gas commodity, as identified on the Transaction Confirmation, that HES supplies to Customer's Locations. **Fixed Adder:** a per Unit amount to account for cost components that are not included in the Index Price. **Greengas:** Green energy product option for natural gas. **Greenpower:** Green energy product option for electricity. **HES:** Hudson Energy Services, LLC. **Index Price:** a per Unit amount defined on the Transaction Confirmation. **Intermediary Fee:** a fee to be remitted by HES to an independent broker or contractor that Customer has used to procure Energy from HES. **ISO:** either the Independent System Operator or regional transmission organization that administers and manages the bulk power system. **Location:** Each natural gas and/or electricity account or ESI ID, as applicable, listed on the Transaction Confirmation, relating to Customer's premise(s) for service, or replacement thereof where approved by HES, is a separate "Location" bound by this Agreement. **Price:** the per Unit amount for Energy, Greengas and Greenpower, as applicable, set out on the Transaction Confirmation which may include an Intermediary Fee. **Remaining Volume:** Customer's anticipated Energy consumption under this Agreement (in kWh, therm, MMBtu or ccf, as applicable) for the remainder of the Term, to be calculated by HES in accordance with HES's standard and reasonable practices in effect at the time of calculation and based on the Estimated Volume stated on the Transaction Confirmation. **Renewable Portfolio Standard "RPS":** a jurisdictional requirement to provide a percentage of the commodity sold to Customer from renewable resources that meet the defined standards. **Retail Energy Provider:** means the non-utility, retail, third party energy commodity supplier for a designated market. For illustrative purposes this entity is called the Retail Electric Provider in the Texas electric market, the Alternative Retail Electric Supplier (ARES) in the Illinois electric market, and the Energy Service Company (ESCO) in the New York electric market. **Third Party Charges:** any other costs or charges that may be assessed by third parties. **Total Price:** a per Unit amount listed on the Transaction Confirmation. **Unit:** the applicable billing measure (e.g. kWh, kW, therm, MMBtu or ccf) for the product purchased. **Utility:** Customer's local electricity and/or natural gas distribution utility (including any successor).

2. Authorizations and Appointment of Agent. Customer appoints HES as its Retail Energy Provider for the Energy service provided herein and gives HES the exclusive right to act as agent on Customer's behalf in making all supply and delivery arrangements with the Utility and others in order to provide Customer's full Energy requirements for the Term and any subsequent Automatic Renewal period to the Location(s) identified on the Transaction Confirmation. This may include, but is not limited to, coordinating with the Utility for transportation, distribution, and delivery of Energy, and negotiating, entering, performing, amending, and terminating agreements and/or obligations relating to the supply of Energy. Customer authorizes HES for the duration of the Agreement, to obtain current and historical information, including credit information, facility descriptions, operating and usage information, meter identification numbers and other data as needed. Customer agrees that its acceptance of this Agreement is authorization for release of such information. Customer agrees to provide all necessary information, access and authorization for HES to enroll Customer with the utility and receive actual usage data and payment data from the applicable Utility or other third party provider. Incorrect Customer information may be rectified by HES. Customer authorizes HES to provide information about Customer, including contact information, to HES's creditors, suppliers, affiliates, business partners and service providers. HES (and its affiliates, business partners, and service providers) can communicate with Customer, via mail or e-mail, about other products and services, unless Customer elects not to receive these communications by marking the appropriate section on the Transaction Confirmation or provides written notice to HES that it does not wish to receive these communications.

3. Acceptance, Verification. HES may remove any Location(s) from this Agreement, without cost or penalty to either Party, if any of conditions (a-d) are not met or (e) occurs: (a) Utility's acceptance and implementation of HES's request to serve a Location under a deregulated Energy service program; (b) HES's verification of the accuracy of Customer's information by recorded telephone call (or other means acceptable to HES); (c) HES's approval of Customer's creditworthiness as stated in Section 12; (d) If applicable, Customer is in good standing with HES; (e) supply of Energy has not commenced within 6 months of the Estimated Start Date, for whatever reason, or this Agreement is unable to be implemented for reasons beyond HES's control. If conditions (a-d) are satisfied, or otherwise waived by HES, HES will supply Energy to Customer's Location(s). If HES removes any Location, it may, in its sole discretion, terminate the Transaction Confirmation and upon request of Customer, re-price the remaining Location(s) pursuant to a new Transaction Confirmation.

4. Term. The Term begins on the Start Date, which will be HES's first day of Energy supply to Customer's Location(s) under a Transaction Confirmation, and ends on the End Date. The Estimated Term, Estimated Start Date and Estimated End Date are referenced on the Transaction Confirmation. Should the Start Date be delayed from the Estimated Start Date, HES will use commercially reasonable efforts to resolve issues within its control. If the Start Date is not within 60 days from the Estimated Start Date due to Customer's action or lack of action, HES reserves the right to cancel the Transaction Confirmation without cost or penalty to either Party and propose a new Price to Customer. The End Date will be HES's last day of Energy supply, for the Location, under the Transaction Confirmation. For reasons other than ending early or Automatic Renewal, the End Date may be 30 days or more from the Estimated End Date, depending on the time required to complete customer's switch back to Utility or other

supplier. Customer remains responsible for all HES charges through, to, and including the End Date.

5. Renewal. Unless either Party provides written notice at least thirty (30) days prior (or as otherwise stated in the Rider section of the Transaction Confirmation to this Agreement) to the Estimated End Date not to renew a Location and completes the transfer of Energy service to another Retail Energy Provider or the Utility on or about the Estimated End Date, the Location will automatically be renewed on a month to month basis if no other renewal agreement has been reached ("Automatic Renewal"). Automatic Renewal rates may vary from month to month and will be posted on HES's web-site at www.hudsonenergy.net/disclosures/. If the Location resides in a market where a posted rate is not applicable the rate calculation will be identified in the Rider section of the Transaction Confirmation. Automatic Renewals will not include Greengas or Greenpower products and will not be subject to an Exit Fee.

6. Green Energy Option (Greengas and Greenpower). If Customer selects Greengas, HES will purchase and retire verified emissions reductions, allowances or instruments ("carbon credits") to offset Customer's natural gas consumption multiplied by the Greengas percentage listed on the Transaction Confirmation. If Customer selects Greenpower, HES will purchase and retire renewable energy certificates or attributes ("green energy") equivalent to Customer's electricity use, multiplied by the Greenpower percentage listed on the Transaction Confirmation. Carbon credits and green energy purchased and retired on Customer's behalf will remain HES's legal property. Green-related charges will be included with the Energy charge on Customer's bill. Green energy product purchases are separate from any RPS requirement associated with Customer's underlying commodity purchase.

7. Charges (and Credits) under this Agreement. Prices upon which charges are determined are listed on the Transaction Confirmation. Energy charge is the product of Customer's Energy consumption and the Energy Price, plus pass-through charges (as applicable). Greenpower charge is the product of Customer's electricity consumption and the Greenpower Price. Greengas charge is the product of Customer's natural gas consumption and the Greengas Price. Customer agrees to pay for the related charges, taxes, and other amounts charged by the Utility to enable HES's performance under this Agreement. Several types of charges may be passed-through to Customer, if applicable. These pass-through charges may include Third Party Charges, product component charges not included in the fixed portion of Price as indicated on the Transaction Confirmation, charges imposed from a Change in Law pursuant to Section 22 and charges that result from a material change pursuant to the Quantity Variances section in the Transaction Confirmation, if applicable. Customer may also incur pass-through charges associated with consumption outside of stated bandwidth parameters as applicable to HES products with defined bandwidths as defined on the Transaction Confirmation. Customer shall pay lawful taxes and surcharges that may apply to the charges, whether direct or indirect, relating to the sale, purchase or delivery of Energy. This may include State or local municipal taxes that HES will pass through to Customer. If Location(s) are exempt from state/local taxes, Customer shall provide HES with proof of such status at the time of its execution of the Transaction Confirmation. Otherwise, until Customer provides such proof, HES is not required to recognize any exemption or refund/credit previously paid taxes. CUSTOMER WILL DEFEND, INDEMNIFY AND HOLD HES HARMLESS FOR ALL TAX-RELATED OBLIGATIONS UNDER THIS AGREEMENT.

8. Billing, Payment, Measurement. Customer will be billed in the manner indicated on the Transaction Confirmation. If Customer elects to be billed by the Utility, non-payment of Utility and HES charges may result in service being disconnected by the Utility and Customer will be billed in accordance with the Utility's usual requirements and schedules for billings, payments, late payments and other charges. HES reserves the right to bill Customer directly if the Utility can't bill HES charges. HES's payment terms are from date of invoice. HES's late payment fees and interest charges are stated on the Transaction Confirmation. Customer shall pay HES's reasonable collection costs and legal fees associated with the collection of amounts owed by Customer to HES. The Utility will measure (or otherwise determine) the amount of Energy and other cost components (e.g. capacity and transmission allocations) supplied to the Location. If the Utility does not provide actual data in a timely manner, HES may use estimated data to calculate Customer's invoice and, upon receipt of actual data, will reconcile the charges and adjust them as needed in subsequent invoices. HES assumes no liability for errors in measurement and shall be entitled to revise any bill, if necessary, to account for any errors or reassessment made by the Utility, ISO or HES. Customer agrees to comply with any and all billing and payment requirements as established by the applicable Utility and public utility commission. HES may use any deposit made by Customer for the payment of amounts owing pursuant to this Agreement. If Customer in good faith disputes some portion of an invoice, it will promptly provide HES written notice of the disputed amount and justification for the dispute. Notwithstanding any errors or reassessment made by the Utility or ISO, both Parties waive their right to dispute an invoice unless the disputing Party provides written notice to the other Party within twenty-four months after the invoice due date.

9. Ending this Agreement Early, Default. If any Location(s) or Transaction Confirmation ends early, for any reason, Customer remains responsible for all HES charges through, to, and including the early End Date. HES can terminate a Location(s) or Transaction Confirmation, at no cost to HES, if: (a) required/allowed by law; (b) the Utility or HES is unable to service a Location; (c) a legislative or regulatory change materially alters HES's ability to profitably perform this Agreement; or (d) Customer falls into "Default". Customer shall be in Default if, at any time under this Agreement, it: (i) enters into an agreement for any Location identified on the Transaction Confirmation that would prevent or interfere with the performance of this Agreement; (ii) withdraws HES's authority as exclusive agent or limits HES's ability to obtain and use information necessary to perform this Agreement; (iii) fails to make, when due, any undisputed payment required under this Agreement; (iv) fails to maintain or provide credit support as provided for herein; (v) makes an assignment or any general arrangement for the benefit of creditors; (vi) files a petition or otherwise commences,

authorizes or acquiesces to the commencement of a proceeding or cause of action with respect to it under any bankruptcy proceeding or similar laws for the protection of creditors, or have such petition filed against it and such petition is not withdrawn or dismissed within thirty (30) days after such filing; (vii) otherwise becomes insolvent (however evidenced); or (viii) is unable to pay its debts as they fall due. If an event of Default listed in subsections (v, vi, vii, viii) above occurs, the Event of Default will be deemed to have automatically occurred just prior to such event. Either Party shall be in Default if, at any time under this Agreement, any of the following occur: (a) any representation or warranty made by a Party proves to be false or misleading in any material respect when made or ceases to remain true in all material respects during the Term of this Agreement if not cured within fourteen (14) days after receipt of written notice from the other Party; (b) except to the extent excused by Force Majeure, the failure by a Party to perform any material obligation set forth in the Agreement (other than events that are specifically covered as a separate Events of Default hereunder) and such failure is not cured within fourteen (14) days after receipt of written notice from the other Party; (c) any unauthorized assignment of a Party's rights or obligations hereunder; or (d) any breach of the confidentiality provisions of this Agreement. Should publishing of the Index Price be stopped by the publishing entity identified on the Transaction Confirmation, or if there is a material change in the method of calculation of the Index Price, HES may in its commercially reasonable discretion either terminate this Agreement or determine the applicable Index Price by using the most recent price available from the publishing entity or by using another published source

10. Rights of Non-Defaulting Party: If either Party defaults, the non-defaulting Party may terminate a Location(s) or Transaction Confirmation(s) pursuant to this Agreement effective on the date indicated in its notice of termination and shall have the right: (i) to suspend performance on or after the date of termination; and (ii) to the extent allowed by law, to disconnect, or cause to be disconnected, each Customer Location. In the event of disconnection for Customer's non-payment, Customer may be required to pay additional charges to Customer's Utility and HES. The Parties agree and acknowledge that under bankruptcy law (i) this Agreement constitutes a forward contract within the meaning of the United States Bankruptcy Code ("Code"), (ii) HES is a forward contract merchant; (iii) HES is not a Utility or "Utility" as that term is used in 11 U.S.C. 366, and Customer agrees to waive and not to assert the applicability of the provisions of 11 U.S.C. 366 in any bankruptcy proceeding; and (iv) HES is entitled to the rights under, and protections afforded by, the Code.

11. Exit Fees. Except as otherwise provided or excused in this Agreement, including any Force Majeure Event, if at any time prior to any Location(s) Estimated End Date a Location ends early due to Customer's Default, HES shall calculate and Customer shall pay liquidated damages to HES according to the Exit Fee calculations provided below. The Parties agree that the liquidated damages calculation is a genuine pre-estimate of the damages that would be suffered by HES and shall be conclusively deemed to be liquidated damages designed to reimburse HES for its losses and not a late payment charge, penalty, fine, interest, or other charge of any kind.

Exit Fees (Liquidated Damages)

Customer shall pay liquidated damages to HES as defined below.

- Exit Fee - Customer's Remaining Volume multiplied by the difference per Unit (e.g. kWh, therm, ccf, MMBtu) obtained by subtracting HES's per Unit market cost for similarly situated customers existing at the time of the Default from the per unit contracted Total Price plus each of the following: (a) all applicable taxes; (b) HES's associated costs and reasonable legal expenses related to determining the liquidated damages and the enforcement of HES's rights and remedies; and (c) all penalties and any other charges incurred by HES as a result of the termination.

12. Credit Requirements. HES's supply of Energy depends on HES's assessment of Customer's creditworthiness, which is based in part on Customer's payment history and ability to pay bills as they come due. HES reserves the right to require Customer to provide collateral prior to HES's acceptance of this Agreement or during the Term if HES has reasonable grounds to believe Customer's creditworthiness or performance under this Agreement may become unsatisfactory. Collateral will be in a form deemed acceptable to HES and may include a cash deposit, letter of credit, or a guarantee. Any deposit will be held without interest unless required by applicable law. HES will provide notice, pursuant to Section 20 - Notice, if Customer no longer meets HES's commercially reasonable credit requirements. Such notice will identify the amount of credit support required by HES and acceptable means that satisfy the requested credit support. Failure to provide credit support, within 5 Business Days, may be deemed an Event of Default under section 9(iv). Any credit support shall be retained by HES as collateral for the faithful performance by Customer of all of the covenants and conditions to this Agreement. If not applied toward the payment of monies owed to HES, the collateral, plus any accrued interest, will be returned to Customer when the Transaction Confirmation pursuant to this Agreement terminates or upon mutual agreement of the Parties.

13. Representations. As a material inducement to entering into this Agreement, each Party, with respect to itself, represents and warrants to the other Party that it has the power and the authority to enter into, and perform its obligations under, this Agreement; and, each Party accepts this Agreement to be a legal, valid and binding obligation of such Party enforceable against it in accordance with its terms. Customer further covenants that it: (a) shall provide HES with all necessary physical access and information required to implement this Agreement; (b) shall abide by the rules and tariffs of the Utility; (c) has made its own independent decisions to enter into this Agreement based solely upon its own judgment and upon advice from such advisers as it has deemed necessary; and (d) agrees no communication (written or oral) received from HES or its affiliates (or its

respective representatives) will be deemed to be an assurance or guarantee as to the expected results of this Agreement. HES hereby warrants to Customer that at the time of delivery of Energy hereunder it will have good title and/or the right to sell such Energy, and that such Energy will be free and clear of all liens and adverse claims. EXCEPT AS PROVIDED FOR IN THE PRECEDING SENTENCE, HES EXPRESSLY DISCLAIMS AND MAKES NO WARRANTIES, WHETHER WRITTEN OR ORAL, FOR OR WITH RESPECT TO ITS SUPPLY OF ENERGY OR OTHER OBLIGATIONS UNDER THIS AGREEMENT, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS, IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

14. Indemnification. HES does not transmit or distribute Energy to Customer and does not generate the Energy used or consumed by Customer. Therefore, HES does not promise a steady, continuous supply. There are events outside of HES's reasonable control which may result in fluctuations, interruptions or irregularities in Energy service. HES WILL NOT BE LIABLE FOR ANY FLUCTUATIONS, INTERRUPTIONS OR IRREGULARITIES IN ENERGY SERVICE OR FOR ANY DAMAGE OR CONSEQUENCES RESULTING THEREFROM. HES WILL ARRANGE FOR THE UTILITY TO DELIVER ENERGY TO THE FACILITY/METER(S) ASSOCIATED WITH THE LOCATION (THE "DELIVERY POINT"). FROM AND AFTER THE DELIVERY POINT, CUSTOMER WILL DEFEND, INDEMNIFY AND HOLD HARMLESS HES, ITS PARENT, SUBSIDIARIES, AFFILIATES, AND ITS OWNERS, SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNS FROM ANY AND ALL CLAIMS, LOSSES, EXPENSES, DAMAGES, CAUSES OF ACTION AND JUDGMENTS OF ANY KIND RELATED TO HES'S DUTIES AND OBLIGATIONS HEREUNDER. HES SHALL NOT BE LIABLE FOR MATTERS WITHIN THE CONTROL OF THE UTILITY (INCLUDING, BY WAY OF EXAMPLE ONLY, MAINTENANCE OF THE DISTRIBUTION SYSTEM, SERVICE INTERRUPTIONS, LOSS, DETERIORATION OR TERMINATION OF SERVICE, OR METER READINGS) OR ANY DAMAGES CLAIMED TO HAVE BEEN INCURRED DUE TO ANY ACT OR OMISSION OF HES, WHERE SUCH ACT OR OMISSION IS DUE IN WHOLE OR IN PART TO ANY EVENT OR CIRCUMSTANCE BEYOND ITS REASONABLE CONTROL OR ITS ABILITY TO PERFORM. EACH PARTY SHALL USE COMMERCIAL REASONABLE EFFORTS TO MITIGATE DAMAGES.

15. Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, IN NO EVENT WILL HES OR ANY OF ITS AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS, EVEN IF HES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HES'S LIABILITY RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, IS LIMITED TO DIRECT ACTUAL DAMAGES AS THE SOLE REMEDY AND ALL OTHER REMEDIES OR DAMAGES ARE EXPRESSLY WAIVED.

16. Dispute Resolution, Binding Arbitration. Customer may contact HES with regard to a concern or dispute under this Agreement by mail, fax or telephone using HES's contact information as set out in the Transaction Confirmation(s). Both parties will, in good faith, use commercially reasonable efforts to resolve a dispute. If not resolved within 45 days, such dispute will be referred to and finally resolved by binding arbitration in accordance with American Arbitration Association rules and pursuant to Governing Law, before a single arbitrator, without the right of appeal to law and/or facts. The arbitration costs will be shared evenly between the Parties. Customer waives any right to commence or participate in any class action related to this Agreement. Customer shall remit all undisputed amounts during the pendency of the dispute.

17. Amendments. HES may amend the Agreement (Commodity Master Agreement, Rider and Transaction Confirmation) by providing Customer written notice of such amendment. Customer will have thirty (30) days to reject the amendment in writing. If Customer does not reject the amendment, it shall be deemed to be accepted. HES will not amend the Term or Price without Customer's consent.

18. Assignment. HES may sell, assign, pledge, or grant a security interest in all or any part of its interest in this Agreement, including to another Retail Energy Provider without prior notice to, or further consent from, Customer. Customer may, without the consent of HES and on providing written notice to HES, transfer or assign this Agreement (i) to an affiliate or successor, in ownership or control, to all or substantially all of the assets of Customer or (ii) to a successor of Customer's ownership or business interests with respect to Customer's Location(s), and in either case of (i) or (ii) such assignee is at least as creditworthy as Customer, as determined in a commercially reasonable manner by HES, and such assignee agrees in writing to be bound by the terms and conditions of this Agreement. Any other assignment by Customer requires prior written approval by HES, which shall not be unreasonably withheld. Upon any valid assignment of the Agreement, the other Party hereby agrees that the assigning Party shall have no further future obligations under this Agreement.

19. Inability to Perform. If a Force Majeure Event ("FME") renders either Party unable to carry out any part of its obligations under this Agreement (other than the obligation to make payments due with respect to performance prior to the FME), if that Party provides notice and full details of the FME to the other Party, then the relevant obligations of the Party affected by the FME shall be suspended during the pendency of such FME. A Party may furnish notice of a FME orally; provided, however, electronic or written notification must be furnished to the other Party within seven (7) Business Days thereafter. The Party affected by the FME shall remedy the FME with all reasonable dispatch; provided however, that this provision shall not require HES to schedule delivery of Energy to, or Customer to receive Energy at, points other than the Delivery Points. "Force Majeure Event" means those events not reasonably anticipated when this Agreement was signed and beyond the control of the Parties including, but not

limited to, Acts of God; severe weather; acts of the public enemy; civil insurrection, terrorism, sabotage, war or other military actions; events or actions associated with the Utility, the commodity supplier, regulator, or other entity having influence over the delivery of Energy to the Location, or HES's good faith compliance with their orders; event of Force Majeure of HES's direct or indirect supplier(s). Force Majeure shall not include (a) Customer's decision to shut down, sell or relocate its facilities; (b) economic loss due to Customer's loss of markets or customers; or (c) changes in the market prices of Energy.

20. Notice. Customer will promptly notify HES in advance of any change to Customer's information that is relevant to this Agreement. The Utility may also advise HES of any such change. When providing HES with notice, Customer shall send it to HES's address as listed on the Transaction Confirmation, to the attention of Customer Service Manager, Commercial Contracts. Legal Notices shall be sent to 5251 Westheimer Rd. Ste. 1000, Houston TX 77056, Attn: Legal Department; facsimile 713-933-0096. All notices shall be provided in a manner by which Customer may give proof of delivery upon request or by facsimile as noted on the Transaction Confirmation. Either Party can change its address for receiving notices by notifying the other pursuant to this paragraph. HES will send notices and correspondence to the billing address listed on the Transaction Confirmation (as may be amended from time to time upon receiving updated information from the Utility or Customer). At HES's discretion (if, for example, there is a fault with regard to the billing address), HES may instead send it to Customer's service or corporate address (as may be amended). If a change in Governing Law or Change in Law necessitates that a group of customers be provided with a general notice, HES reserves the discretion to provide it by posting it on its website at www.hudsonenergy.net. If a Change in Law results in a pass-through charge, HES will also provide written notice to Customer.

21. Governing Law. The laws of the state in which the Location is located govern this Agreement. If this Agreement contains Locations in more than one state, governing law shall be the State of New York for U.S. Locations. If a provision of this Agreement is deemed contrary to or unenforceable under Governing Law, the Parties agree it shall be severed to the minimal extent possible consistent with the meaning of the rest of this Agreement and reasonable intent of the Parties, and replaced by an enforceable provision close in meaning to the original.

22. Change in Law. If a Change in Law occurs, HES may pass through any associated costs or credits to the Customer without markup. "Change in Law" means any judicial decision, order, new law or regulation, or change in the application of any applicable law or utility rate structure that alters the market structure in the Utility or ISO, requires a change in the method by which prices are calculated (including but not limited to changes to formula rate calculations) under this Agreement or materially affects HES' ability to perform its obligations under this Agreement.

23. Confidentiality. Each Party acknowledges and agrees that the terms or conditions of this Agreement, including the fees paid hereunder and the terms of any proposal or any documents provided to Customer by HES in connection with this Agreement, constitute confidential information. Neither Party shall disclose any such confidential information to a third party (other than the Party's employees, counsel, accountants, affiliates or advisors who have a need to know such information and who have agreed to keep such information confidential) without the express prior written consent of the other Party, except in order to comply with any applicable law, regulation, regulatory body, exchange or ISO rule or in connection with any court or regulatory proceeding; provided, however, that each Party shall use reasonable efforts to prevent or limit the disclosure of confidential information, and shall immediately notify the other Party of the request for disclosure so as to afford such other Party the opportunity to oppose such disclosure or otherwise obtain a protective order or other relief as may be available. Each Party will cooperate with the other in any attempt to obtain such protections. This confidential provision shall not apply to (a) information that was known to a Party prior to obtaining information from the other Party; (b) information in the public domain; (c) information obtained by a Party from a third party who did not, directly or indirectly, receive the information from the other Party to this Agreement or from an entity that was under an obligation of confidentiality to the other Party to this Agreement; or (d) information developed by either Party independent of any confidential information. The Parties shall be entitled to all remedies available at law or equity to enforce or seek relief in connection with this confidentiality obligation.

24. Recordings. Each Party consents to the recording of all telephone conversations between its employees and the employees of the other Party. Any such recordings may be introduced to prove the intent of a transaction; provided, however, that nothing herein shall be construed as a waiver of any objection to the introduction of such evidence on the grounds of relevance. Absent manifest error, any conflict between such a recording and written documentation that is executed by both Parties shall be resolved in favor of such written documentation.

25. Miscellaneous. This Agreement contains the entire agreement between HES and Customer concerning the supply of Energy, Greenpower and Greengas to the Location, as applicable. It may not be contradicted by any prior or contemporaneous oral or written document. This Commodity Master Agreement and Transaction Confirmation(s)/Rider(s) shall be executed in counterparts, all of which shall constitute one and the same Agreement and each of which shall be deemed an original. Electronic, e-mail and fax signatures are for legal purposes equivalent to original signatures. Any document generated by the Parties with respect to this Agreement may be imaged and stored electronically and used as if it were an original business record. This Agreement does not create any partnership, duty, joint venture or other special relationship between the Parties. No delay by a Party to exercise its rights under this Agreement will constitute a waiver of such rights. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, limitation of liability, indemnification, and dispute resolution. Except as otherwise required by Governing Law, HES will first apply any refund as a



credit against Customer's Locations. If Customer is no longer being supplied by HES, HES will refund any amounts owed.

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Commodity Master Agreement. This Commodity Master Agreement will not become effective as to either Party unless and until executed by both Parties.

Mather

Hudson Energy Services, LLC

Signature: Mary Beth Elster

Signature:

Printed Name: Mary Beth Elster

Printed Name:

Title: Assistant VICE PRESIDENT

Title:

Date: 09/15/2022

Date:

I have the authority to bind Customer.

I have the authority to bind HES

Note to Customer: Please submit your executed Commodity Master Agreement and Transaction Confirmation to HES prior to the expiration period indicated on the Transaction Confirmation by either faxing or e-mailing the Agreement to the fax number or e-mail address listed on the Transaction Confirmation.



IL Rider

This offer expires at 5:00pm Eastern Prevailing time on
9/14/2022

105 Decker Ct. Suite 1050

Irving, TX 75062

P: 866.483.7664

F: 866.729.3822

Hours: 9 am to 5:30 pm CT

HudsonEnergyCare@hudsonenergy.net

H22091443251789

Amendments, Restatements and Additions to the CMA applicable to this Transaction Confirmation.

This Rider, the associated Transaction Confirmation "TC" and Commodity Master Agreement "CMA" together comprise the Agreement between HES and Customer. The CMA is separately executed and may be executed prior to any Transaction Confirmation written under it. In the event of a conflict between the documents that comprise the Agreement, they shall control in the following order: Rider, TC, and CMA. All capitalized terms not otherwise defined herein have the meaning set forth in the CMA.

Amendments – The following language is added to the CMA section referenced.

Section 1 – Definitions

Customer: The account holder(s) named on the Transaction Confirmation. For natural gas, only commercial customers can sign this Agreement, and only if they do not meet the definition of small commercial customer in Article 19 of the Illinois Public Utilities Act (220 ILCS 5/19).

Delivery Charges: (i) all delivery service costs due under the Utility's Retail Delivery Services (RDS) rate or any successor rates and (ii) any other applicable Utility tariff charges associated with Customer's use of Utility's distribution network. These charges may include, but are not limited to: meter rental and installation charges, distribution facilities charges, customer charges, instrument funding charges, franchise fees, lighting charges, public programs, and decommissioning charges.

ICC: Illinois Commerce Commission.

Section 8 – Billing, Payment, Measurement.

Customer may be permitted to make payments using a debit/credit card. Customer's ability to make credit card payments by debit/credit card may be limited, modified or rescinded in HES' sole discretion.

Restatements – The following sections replace, in its entirety, the corresponding section in the CMA

None

Additions – The following sections are added to the CMA

Section 26. Emergency Outage

In the event of an emergency, outage or service need, Customer must call the Utility at:

Ameren Services ("Ameren")

Commonwealth Edison ("ComEd")

Northern Illinois Gas Company d/b/a Nicor Gas Company ("Nicor")

North Shore Gas Company ("North Shore")

Peoples Gas, Light and Coke Company d/b/a Peoples Gas ("Peoples")

Emergency 1.800.755.5000

Emergency 1.800.334.7661

Emergency 1.888.642.6748

Emergency 1.866.556.6005

Emergency 1.866.556.6002

Section 27. Essential Agreement Information

a) This Agreement is with Hudson Energy Services, LLC (HES), a Retail Energy Provider and not Customer's local Utility. Customer will continue to be supplied with Energy whether or not Customer signs this Agreement. Energy delivery shall continue to be provided by the Customer's Utility, and the Utility will also be available to respond to leaks and other emergencies should they occur.

b) This Agreement covers only the cost of Energy itself (along with Greenpower and/or Greengas, if selected). As always, Customer will remain responsible for certain additional costs or charges that may be assessed by third parties. See Section 7 for additional details.

c) This Agreement does not guarantee financial savings. At any given time, Customer's Utility's Energy commodity rates may be lower or higher than HES's prices for Energy.

d) This Agreement can be renewed (see Section 5). Customer will owe HES Exit Fees if it causes this Agreement to end early (see Section 11)

e) By signing this Agreement, Customer agrees to initiate Energy service and begin enrollment with HES. HES, following its execution of this Agreement, will supply Energy (along with Greenpower and/or Greengas, if selected) at the Price Customer agrees to on the Transaction Confirmation. Customer will pay any related charges, plus applicable taxes.

f) The contents of HES's marketing materials do not form part of the Agreement and were not relied on by Customer.

g) This Agreement is not intended for electricity Customers whose usage is less than 15,000 kWh per year. If Customer selects electricity service under this Agreement, Customer represents that it uses more than 15,000 kWh of electricity in the previous year.

h) This Agreement is not intended for natural gas Customers whose usage is less than 5,000 therms per year. If Customer selects natural gas service under this Agreement, Customer represents that it used more than 5,000 therms of natural gas in the previous year.

Tax
Exempt?
(Y or N)

☐

Only sites with Tax exemption certificates attached will be booked as tax exempt.
Please submit your tax exempt forms along with the Rider, CMA and TC.

By initialing here

ME

**Customer acknowledges it has reviewed the Rider which
comprises part of the Agreement between the Parties**

NON-RESIDENTIAL LETTER OF AGENCY

The following Letter of Agency is required by the State of Illinois (Illinois law 815 ILCS 505/2DDD) and protects you from being switched without authorization. Hudson Energy Services, LLC will keep a copy this Letter of Agency on file for you.

Customer authorizes Nicor Gas Company to change Customer's natural gas service provider to Hudson Energy Services, LLC effective as of the date hereof. Customer understands that any natural gas service provider selection that it chooses may involve a charge to the Customer for changing the provider. The following information is provided to Nicor Gas Company to facilitate the Customer's request:

Customer: Mather

Service Address: See Below

Billing Address: 1603 Orrington Ave Ste 1800 Evanston, IL, 60201-5019

Telephone Numbers: Day: (773) 459-6540

Evening: (773) 459-6540

Account and Meter Numbers: See Below

Customer and Hudson Energy Services, LLC have entered into a separate, mutually satisfactory Retail Natural Gas Service Agreement providing the specific terms and conditions under which service will be provided by Hudson Energy Services, LLC. Customer authorizes Nicor Gas Company to provide Customer's billing and usage data to Hudson Energy Services, LLC.

Letter of Agency is signed and submitted:

By: Mary Beth Elster

Date: 09/15/2022

Nicor Account Number(s)	For each metered Location, identify at least one meter number	Service Address	Requested Nicor processing date
7207617781		450 Davis St, Evanston, IL 60201	11/1/2022
7635003692		425 Davis, Evanston, IL 60201	11/1/2022
9942240000		2801 Old Glenview Rd, Wilmette, IL 60091	11/1/2022