

**Offer Sheet for: ZELLER MANAGEMENT CORP****Offer Number: H14102317541434**

Expiration Date: Pursuant to Section 10 -- Offer for Electric Service: 10/23/2014  
Please return signed Offer Sheet and Agreement to 1-888-893-9882

**Offer Specifics**

Term:	<b>12 Month</b>	Start Date:	<b>12/5/2014</b>
Customer Charge:	<b>\$0.00</b>	Avg Monthly Usage:	<b>369,157</b>
Deposit:	<b>\$0.00</b>	Annual Usage:	<b>4,429,886</b>
Payment Term (days):	<b>20</b>	Term Usage:	<b>4,470,407</b>
Fixed Price Component:		Energy Price	Usage Percentage
		<b>\$0.06460</b>	<b>100%</b>

**Included Accounts**

Utility Account Number	Service Address	Capacity PLC	Network Service PLC	Start Date	End Month	Avg kWh/Month	Term Usage	Spcl Mtr Read
1572089056	5202 Old Orchard Road Skokie IL 60077	1,161.21	1181.98	12/2014	12/2015	369,157	4,470,407	N

To ensure Hudson Energy Services, LLC can accurately serve your energy needs and avoid potential cancellation penalty, please ensure that the Utility Account Number(s) and start date(s) listed above are correct before signing.

**Customer Signature:****Customer Name:** Consolato Gattuso (please print)**Title:** Vice President (please print)**Effective date:** 10.23.2014 (please complete with today's date)

This Offer Sheet is not a binding offer to provide electricity and related services, it shall only become binding and enforceable when executed in accordance with the terms & conditions specified in the Agreement and nothing herein shall be deemed to require Hudson Energy Services, LLC to enter into any such agreement.

## NON-RESIDENTIAL LETTER OF AGENCY

The following Letter of Agency is required by the State of Illinois (Illinois law 815 ILCS 505/2EE) 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 Commonwealth Edison Company to change Customer's electric service provider to Hudson Energy Services, LLC effective as of the date hereof. The following information is provided to ComEd to facilitate the Customer's request:

Customer: ZELLER MANAGEMENT CORP

Service Address: See Below

Billing Address: 401 N MICHIGAN AVE STE 250 Chicago, IL 60611

Telephone Numbers: Day: 3014125780

Evening: 3014125780

Account and Meter  
Numbers: See Below

Customer and Hudson Energy Services, LLC have entered into a separate, mutually satisfactory Retail Electric Service Agreement. Customer authorizes Commonwealth Edison Company to provide Customer's billing and usage data to Hudson Energy Services, LLC.

Letter of Agency is signed and submitted:

By: 

Date: 10.23.2014

ComEd Account Number(s)	For each metered ComEd Account, identify at least one ComEd Meter Number	Service Address	Requested ComEd processing date
1572089056	141193208	5202 Old Orchard Road Skokie, IL 60077	12/05/2014

## RETAIL ENERGY SERVICE AGREEMENT

This Retail Energy Electricity Service Agreement, including the Offer Sheet which is incorporated herein (this "Agreement") is entered into between Hudson Energy Services, LLC, a New Jersey limited liability company ("HES"), and ZELLER MANAGEMENT CORP ("Customer"). HES and Customer may hereinafter be referred to individually as a "Party" or collectively as the "Parties".

### SECTION 1: Scope and Term

Customer appoints HES as its Alternative Retail Electric Supplier (ARES) for the Utility Account numbers ("Accounts") identified on the Offer Sheet. Specifically, Customer authorizes HES to act as Customer's exclusive agent for all matters related to service under Utility's open access program. HES shall provide all the services required of an ARES including, without limitation, procuring, scheduling and causing to be delivered electricity to each Account during the Term. This Agreement shall commence as of the Effective Date, as identified on the Offer Sheet and, unless terminated earlier in accordance with the provisions of the Agreement, shall continue until the end of the Term. At HES discretion and upon notice to Customer, this Agreement shall become null and void, unenforceable, and cancelled without penalty as to any Account(s) identified on the Offer Sheet, that are not eligible to take delivery service for thirty (30) days or more from Start Date. Should the Term expire and the Account(s) remain on service with HES for any reason, HES may continue to serve the Account(s) on a month to month basis in accordance with this Agreement at the Expired Term Price.

### SECTION 2: Retail Energy Charges

**2.1 Energy Price.** The Energy Price for Actual Usage is specified on the Offer Sheet. The Energy Price includes the cost of energy, transmission service charges, capacity charges, ancillary service and ISO charges, renewable portfolio standard costs, and distribution and transmission losses.

**2.2 Customer Charge.** The Customer Charge is specified on the Offer Sheet.

**2.3 Delivery Charges.** Delivery Charges will be billed separately by the Utility and are not included in this Agreement.

**2.4 Taxes.** If Customer is exempt from any payment of any Taxes, Customer will provide HES with all required exemption certificates. Unless otherwise communicated to HES from Customer, HES shall not recognize any exemption and will not refund or credit previously paid Taxes, unless the taxing entity sends the refund to HES.

**2.5 Price Redetermination.** Either HES or Customer may reasonably request to renegotiate the Energy Price set forth in the Offer Sheet subject to mutually agreeable extension of the Term. This section shall not be construed as an obligation of either Party to modify the Energy Price or Term, and any such modifications of the Energy Price or Term shall only become effective if evidenced in written instrument and executed by both Parties.

### SECTION 3: Billing and Payment

**3.1 Billing and Payment.** HES will invoice Customer on a regular basis. Customer will remit payment, within the Payment Terms as specified on the Offer Sheet. The invoice will be based on the actual data provided by the Utility and the ISO. If the Utility or the ISO do 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. Customer is permitted to make payments using a credit card provided Customer's annual electricity consumption, at the time of entering into this agreement, is less than 5,000,000 kWh. Customer's ability to pay by credit card may be reviewed by HES throughout the duration of this Agreement and may be rescinded in HES' sole discretion.

**3.2 Late Penalties.** If Customer fails to remit all invoiced amounts, other than amount disputed in accordance with this section, after the due date, interest will accrue on any due and unpaid amounts from the date the monies were owed at a rate of one and one-half percent (1.5%) per month, or the highest rate permitted by law, whichever is less. A fee of \$25 will be assessed to Customer for each returned payment for insufficient funds.

**3.3 Invoice Disputes.** If Customer in good faith disputes some portion of

an invoice, it will provide HES written notice by the invoice due date. In all cases, Parties will use good faith efforts to resolve any dispute.

### SECTION 4: Credit

Customer may be required to provide an initial deposit as specified on the Offer Sheet, and/or additional deposit during the Term if: (a) Customer is determined to have experienced a material decline in creditworthiness; or (b) Customer has been delinquent in paying any electric bill two or more times during the past 12 twelve months. Any such deposit will be held without interest. The deposit, less any outstanding balance owed by Customer to HES, will be credited to Customer upon closing Customer's account with HES. In lieu of a cash deposit, HES may, in its sole discretion, accept other forms of security from Customer that HES finds acceptable.

### SECTION 5: Early Termination

**5.1 Termination for Material Change.** If a Material Change occurs (unless Customer has fully cured the condition within thirty (30) calendar days, if such cure is within Customer's ability), HES may terminate this Agreement as to the affected Accounts upon fifteen (15) days prior written notice to Customer without penalty for early termination; if the Material Change is due to any of the causes described in clause (b) of the definition of Material Change, Customer shall be obligated to pay HES the Early Termination Charge within 20 days following a written demand by HES.

#### 5.2 Early Termination Charge.

(a) If this Agreement is terminated by HES as to any Account due to a Customer Event of Default, Customer shall be obligated to pay HES the Early Termination Charge within 20 days following a written demand from HES.

(b) If, by mutual agreement of Customer and HES, retail electric service under the Agreement is cancelled as to one or more Accounts due to operational reasons applicable to the facility(ies) served by such Account but this Agreement continues in effect as to the remaining Accounts, in lieu of Customer being required to pay the Early Termination Charge for such cancelled Accounts, Parties may attempt to agree on remedies as provided for by Section 10.4.

### SECTION 5a: Variations

**5a.1 Changes in Law.** If a Change in Law occurs, HES may pass through any associated costs or credits to the Customer without markup.

**5a.2 Material Change.** HES reserves the right to pass through any additional costs incurred by HES as a result of Material Change to the Customer without markup.

### SECTION 6: Notices and Payments

Except as otherwise set forth in this Agreement or required by applicable law, all notices to be provided under this Agreement shall be in writing and deemed to have been duly delivered if hand delivered or sent by United States certified or registered mail, return receipt requested, postage prepaid, facsimile, or by overnight delivery service. Notices and Payments shall be sent to the addresses noted below, or any other address a Party provides to the other Party in writing:

#### If to Customer:

ZELLER MANAGEMENT CORP  
401 N MICHIGAN AVE  
STE 250  
Chicago, IL 60611

**If to HES:**

Invoice Remittance:  
Hudson Energy Services, LLC  
Hudson Energy - IL  
24919 Network Place  
Chicago, IL 60673-1249

**General Notice:**

Hudson Energy Services, LLC  
P.O. Box 142109  
Irving, TX 75014-2109  
Fax: 1-(855) 373-1622

**SECTION 7: Representations and Warranties**

**7.1 Mutual Representation and Warranties.** As a material inducement to entering into this Agreement, each Party represents and warrants to the other as follows: (a) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform this Agreement; (b) the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action, and do not violate any terms or conditions in its governing documents or any contract to which it is a party or any law applicable to it; (c) as of the Effective Date, it shall have all regulatory authorizations necessary for it to perform its operations; (d) this Agreement constitutes a legal, valid, and binding obligation of such Party enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization, and other laws affecting creditor's rights generally, and with regard to equitable remedies, subject to the discretion of the court before which proceedings to obtain same may be pending; and (e) there are no bankruptcy, insolvency, reorganization, receivership, or other similar proceedings pending or being contemplated by it, or to its knowledge threatened against it.

**7.2 Other Representations, Warranties and Covenants.** Customer additionally represents, warrants and covenants to HES that (a) during the Term there shall be no other contract for the purchase of electricity by Customer for the Accounts, and if such a contract presently exists, Customer warrants that it will terminate such contract prior to the delivery of electricity to the Customer during the Term; and (b) Customer shall operate and manage the facility(ies) served by each Account in a manner that is materially consistent with Customer's past electric usage practices.

**7.3 Forward Contract.** The Parties acknowledge and agree that (a) this Agreement constitutes a forward contract within the meaning of the United States Bankruptcy Code ("Code"); (b) HES is a forward contract merchant; and (c) each Party is entitled to the rights under, and protections afforded by, the Code.

**SECTION 8: Limitations of Liabilities**

**8.1 LIMITATIONS OF LIABILITIES.** LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE SHALL BE LIMITED TO DIRECT AND ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES EXPRESSLY WAIVED. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGE. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE LIABILITY OF HES TO CUSTOMER FOR ANY OBLIGATIONS UNDER OR RELATING TO THIS AGREEMENT AND ANY DEFAULT BY HES SHALL BE LIMITED TO A MAXIMUM AMOUNT EQUAL TO THE ENERGY PRICE MULTIPLIED BY THREE TIMES THE AVERAGE MONTHLY EXPECTED USAGE SET FORTH ON THE OFFER SHEET. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT.

**8.2 Force Majeure.** If either Party is unable to perform its obligations, in whole or in part, due to an event of force majeure as defined herein then the obligations of the affected Party (other than the obligations to pay any amounts due prior to the force majeure event) shall be suspended to the extent made necessary by such event. The term "Force Majeure" shall mean any act or event that is beyond the claiming Party's control (and which could not be reasonably anticipated and prevented through the use of reasonable measures), including, without limitation, the failure of the Utility

to receive, transport or deliver, or otherwise perform, unless due to the failure of the Party claiming Force Majeure to perform such Party's obligations hereunder, and an event of force majeure of HES suppliers. The Party suffering the event of Force Majeure shall give written notice of such event of Force Majeure in reasonably full particulars to the other Party, as soon as reasonably possible. Any such event of Force Majeure shall, so far as possible, be remedied with all reasonable dispatch. Force Majeure shall not include (i) the opportunity for HES to sell the electricity to be sold under this Agreement to another party at a higher price than that set forth in the Agreement, (ii) the opportunity for Customer to purchase the electricity for its Accounts from another party at a lower price than that set forth in the Agreement, or (iii) the inability of either Party to pay its bills under the Agreement or any other of its bills.

**SECTION 9: Default and Remedies**

**9.1 Event of Default.** An event of default ("Event of Default") by the Party identified ("Defaulting Party") means any one of the following: (a) failure by Customer to make, when due, any payment required under this Agreement; (b) 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; (c) 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; (d) failure of a Party to maintain or extend credit as provided for herein; (e) any unauthorized assignment of a Party's rights or obligations hereunder; (f) any breach of the confidentiality provisions of this Agreement; or (g) a Party (i) makes an assignment or any general arrangement for the benefit of creditors; (ii) 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; or (iii) otherwise becomes insolvent (however evidenced); or (iv) is unable to pay its debts as they fall due; (h) Customer shall not enter into an agreement for any Account(s) identified on Offer Sheet that would prevent or interfere with the performance under this Agreement for the Account(s) identified on Offer Sheet. If an event of Default listed in subsection (g) above occurs, the Event of Default will be deemed to have automatically occurred just prior to such event.

**9.2 Remedies upon an Event of Default.** If either Party defaults and fails to cure within fifteen (15) calendar days of written notice (which cure period does not apply to Events Of Default subsections 9.1.a or 9.1.d), then the Non-Defaulting Party may, in its sole discretion, terminate this Agreement and pursue all remedies available. The Defaulting Party will promptly pay the Non-Defaulting Party, the Early Termination Charge.

**SECTION 10: Miscellaneous Provisions**

**10.1 Waiver.** A waiver by either Party of any breach of the Agreement, or failure of either Party to enforce any of the terms and provisions of the Agreement, will not in any way affect, limit or waive that Party's right to subsequently enforce and compel strict compliance with the same or other terms or provisions of the Agreement.

**10.2 Assignment.** Neither Party may assign the Agreement in whole or in part without the other Party's prior written consent, which consent shall not be unreasonably withheld provided that; (a) HES may assign the Agreement to another ARES, without Customer's prior consent and such ARES shall agree in writing to be bound by this Agreement and (b) HES will not withhold its consent if Customer assigns this Agreement provided the assignee meets HES' standard credit requirements and agrees to be bound by the terms of this Agreement. 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.

**10.3 Severability.** Any provision, article, or section declared or rendered unlawful by a court of law or regulatory agency with jurisdiction over the Parties, or deemed unlawful because of a statutory change, shall not



otherwise affect the other lawful obligations that arise under this Agreement. In the event that any provision of this Agreement is declared invalid, the Parties shall promptly negotiate to restore this Agreement as near as possible to its original intent.

**10.4 Entire Agreement; Amendments.** This Agreement constitutes the entire understanding between the Parties, and supersedes and replaces any and all previous understandings, oral or written, in any matter relating to the subject matter hereof including any separate confidentiality agreement. This Agreement may be amended only upon mutual agreement of the Parties, which amendment shall not be effective unless evidenced in writing and executed by the Parties.

**10.5 Emergency, Outage and Wire Service.** In the event of an emergency, outage or service need, Customer must call the Utility at the emergency/outage number indicated on the HES and/or Utility invoice.

**10.6 Customer Care.** Customer may contact HES Customer Care if Customer has specific comments, or questions toll free at (855) 373-1622, between the hours of 8:30 AM - 5:30 PM.

**10.7 Governing Law.** This Agreement will be governed by and construed and interpreted in accordance with the laws of the State of Illinois, without giving effect to the conflict of law principles. The Parties hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the state or federal courts of Illinois for any matters to arise under this Agreement and which are not settled.

**10.8 Counterparts; Facsimile Copies.** This Agreement shall be executed in counterparts, all of which shall constitute one and the same Agreement and each of which shall be deemed an original. A facsimile copy of either Party's signature shall be considered an original for all purposes under this Agreement along with any amendments pursuant to 10.4 above, and each Party shall provide its original signature upon request.

**10.9 Attorney's Fees.** In the event of any litigation arising out of or connected in any manner to this Agreement, the non-prevailing Party shall pay the costs of the prevailing Party, including its reasonable attorney and other legal fees and expenses incurred in connection therewith through and including the costs of appeals and appellate costs relating thereto.

**10.10 Offer for Electric Service.** Customer shall receive in connection with this Agreement one or more Offer Sheets with various pricing and term options related to the electric service provided hereunder. Customer shall execute and return one Offer Sheet prior to the expiration date, and to the facsimile number, set forth therein. Such Offer Sheet shall constitute an offer by Customer to HES. The Offer Sheet shall be deemed accepted by HES unless Customer receives notification of non-acceptance by 5:00 PM Central Prevailing Time ("CPT"), unless Offer Sheet is received after 4:00 PM CPT in which notification shall be made by 10:00 AM CPT the following business day. Upon acceptance of the Offer Sheet by HES, the Offer Sheet shall constitute a part of and be deemed incorporated into this Agreement.

**10.11 Confidentiality.** Parties agree that the terms and conditions of this Agreement and any Offer Sheets shall remain confidential, except that Confidential Information shall not include information required to be disclosed by law.

## SECTION 11: Definitions

The following terms shall have the meanings set forth below. All other capitalized terms used herein shall have the meaning given such terms in the following rules, regulations, protocols and documents of the indicated governmental authorities (and in the event of any conflict, the applicable term shall be given the definition when first defined in the following order of priority): Public Utility Act, Electric Supplier Act, Illinois Administrative Code, and Utility Rate RDS or any successor rates.

**11.1 "Accounts"** means the Utility Account numbers, whether one or more, of the property service addresses identified on the Offer Sheet.

**11.2 "Actual Usage"** means the actual amount of electric energy (in kWh) used at the Accounts as determined by the Utility.

**11.3 "ARES"** means an Alternative Retail Electric Supplier certified by the Illinois Commerce Commission pursuant to the Public Utilities Act, meeting all obligations of ARESs under the Public Utilities Act and applicable regulations, and authorized to provide electric power and energy supply services in the Utility's service territory.

**11.4 "Delivery Charges"** means (i) all delivery service costs due under Rate RDS 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.

**11.5 "Delivery Class"** means the Utility's designation for retail customers used for purposes of computing delivery charges and settlement.

**11.6 "Early Termination Charge"** means except as otherwise provided or excused in this Agreement, including any Force Majeure event, if at any time prior to the end of the Term of this Agreement Customer cancels this Agreement and refuses to accept delivery of electric supply from HES for any or all Accounts identified on Offer Sheet, HES shall have the right to charge Customer an early termination charge equal to an amount determined by the greater of: (a) multiplying the Energy Price times the average monthly usage for the Account(s) affected (as identified on the Offer Sheet) times the Termination Months; or (b) multiplying the remaining unused forecasted volumes times the positive difference between (i) (If HES is the Defaulting Party) Termination Price less the Energy Price; or (ii) (If Customer is the Defaulting Party) Energy Price less the Termination Price. This Early Termination Charge shall not apply to any Customer termination of this Agreement for any Force Majeure event or any other cancellation or early termination allowed to be made without penalty under this Agreement.

**11.7 "Energy Price"** means as to each Account the per kWh price for such Account as set forth on the Offer Sheet.

**11.8 "Expired Term Price"** means as to any Account, the greater of (a) the Energy Price as set forth on the Offer Sheet, or (b) a Market Rate as determined for all of the Accounts and their applicable settlement intervals.

**11.9 "ISO"** means PJM Interconnection, LLC.

**11.10 "kWh"** means kilowatt hour.

**11.11 "Market Rate"** means one hundred forty (140%) of the sum of the spot market clearing price for all applicable services as established by PJM for the day-ahead market for Customer's PJM Zone and Customer's Capacity Sub-Zone for capacity purchase purposes (as published at [www.pjm.com](http://www.pjm.com)) plus all applicable taxes, costs, charges, or fees.

**11.12 "Change in Law"** means any judicial decision, order, new law or regulation, or change in the application of any applicable law that alters the market structure in the Utility or ISO, requires a change in the method by which prices are calculated under this Agreement or materially affects HES' ability to perform its obligations under this Agreement.

**11.13 "Material Change"** means (a) a change in Customer operations that adversely affects Customer's Delivery Class (for settlement purposes); or (b) a change to customer's usage pattern; or (c) a change to the Customer specific parameters as listed on the Offer Specifics and/or Included Accounts section of the Offer Sheet.

**11.14 "Taxes"** means all taxes, assessments, levies, duties, charges, fees and withholdings of any kind and all penalties, fines, and additions to tax, and interest thereon that are directly related to the services provided under this Agreement and assessed or imposed by federal, state, municipal or local government or other authority.

**11.15 "Term"** is defined as the time period between the Start Date and the regularly scheduled meter read date in the End Month as specified on the Offer Sheet.

**11.16 "Termination Months"** means pro-rated three months for each twelve month period remaining in the Term of the Agreement.

**11.17 "Termination Price"** is defined as the then current price for similarly situated customers for unconsumed forecasted energy. This price shall be determined by HES using commercially reasonable methods.

**11.18 "Utility"** means Commonwealth Edison Company, or any successor thereto, that owns and maintains the distribution system required for transmitting or distributing electric energy to retail customers on behalf of retail electric suppliers like HES.

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

  
ZELLER MANAGEMENT CORP

By: \_\_\_\_\_

Print Name: Consolato Gattuso

Title: Vice President

Date: 10.23.2014

**Hudson Energy Services, LLC**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_