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This Letter of Authorization forms part of the Agreement entered into by and between Hudson Energy Services, LLC ("HES") and _____ ("Customer"). This Letter of Authorization and the attached General Terms and Conditions shall only become binding and enforceable when executed by both Customer and HES. Nothing herein shall be deemed to require HES to execute the Agreement. The Date on which HES executes this Agreement shall be deemed the "Effective Date" of the Agreement.

Customer Information

Customer Name:	
Billing Address:	
City, State, Zip Code:	
Contact Person:	
Phone:	
E-mail:	

ESSENTIAL AGREEMENT INFORMATION

- a) This Agreement is with HES, an ARES and not the Customer's Utility. Customer is not required to switch Energy suppliers or ARES but if it does, the Utility will continue to deliver Gas and Electricity to the Location(s) and/or Account(s) at its regulated delivery rates.
- b) This Agreement does not guarantee financial savings. At any given time, the Utility's rates may be lower or higher than HES's rates for Energy.
- c) This Agreement can be renewed (see Section 6). Customer will owe HES Exit Fees if it causes this Agreement to end early (see Section 12 and the subheading labeled Exit Fees).
- d) By signing this Agreement, Customer agrees to switch from its current provider to HES and initiate Energy Service with HES. HES will supply Energy, GEOpower (if selected), at the rate(s) Customer agrees to under the Offer Specifics heading. Customer will pay the related charges listed herein, plus applicable taxes.
- e) This Agreement only covers the cost of Energy (GEOpower, if selected); as always, Customer will be responsible for any regulated delivery, transportation, and other charges (or credits) billed by the Utility.
- 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 used more than 15,000 kWh of electricity in the previous year.

Offer Specifics

Electricity

		GEOpower Usage Percentage	Price(\$/kWh)
Start Month & Year (MM / YYYY)	__/__/____	0%	N/A
Term (months)	_____	20%	N/A
		40%	N/A
Fixed Price (\$/kWh)	\$0.____	60%	N/A
GEOpower Price (\$/kWh)	\$0.____	80%	N/A
Total Price (\$/kWh)	\$0.____	100%	N/A

For HES Use Only:

IC Name	
IC Number	
Broker Name	

**General Terms and Conditions
(Commercial Customers)**

1. Key Defined Terms. **Agreement:** Collectively, the Letter of Authorization above and these General Terms and Conditions. **ARES:** 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. **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. **Customer:** The account holder(s) named above. 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 Charge:** (i) All electricity 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 electricity 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. Delivery Charges will be billed separately by the Utility and are not included in this Agreement. **Delivery Class:** The Utility's designation for retail electricity customers used for purposes of computing delivery charges and settlement. **Electricity Price:** The Fixed Price per kWh for electricity listed on the Letter of Authorization. **Fixed Price:** The price listed on the Letter of Authorization as the fixed price per kWh, term or ccf, as applicable, that Customer will pay for the Term for Customer's consumption of Energy. **Future Use:** Customer's anticipated Gas consumption under this Agreement 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. **Energy:** the electricity and/or natural gas commodity, as identified on the Letter of Authorization, that HES supplies to Customer's Locations. **GEOgas:** Green energy option for natural gas. **GEOgas Price:** The price listed on the Letter of Authorization as the GEOgas price per therm that Customer will pay for the Term for Customer's green energy option, as further described in Section 7 below. **GEOpower:** Green energy option for electricity. **GEOpower Price:** The price listed on the Letter of Authorization as the GEOpower price per kWh that Customer will pay for the Term for Customer's GEOpower, as further described in Section 7 below. **HES:** Hudson Energy Services, LLC. **ICC:** Illinois Commerce Commission. **Index Price:** The variable price per kWh, term, or ccf, as applicable, that Customer will pay for the renewal term for Customer's consumption of Energy as listed above. **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 listed on the Letter of Authorization, relating to Customer's premise(s) for service, or replacement thereof where approved by HES, is a separate "Location" bound by this Agreement. **Material Change:** (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 above, including but not limited to a change in Customer's Location. **Natural Gas Price:** The Fixed Price per therm for natural gas listed on the Letter of Authorization. **Party:** HES or Customer; collectively "Parties." **Price:** As set out on the Letter of Authorization, each of the Electricity Price, GEOpower Price, Natural Gas Price, and GEOgas Price, as applicable. **Remaining Volume:** Customer's anticipated Energy consumption under this Agreement (in kWh, term, 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 Term Volume stated on the Letter of Authorization. **Utility:** Customer's local distribution utility (including any successor), that owns and maintains the distribution system required for transmitting or distributing electrical energy and/or natural gas to retail customers on behalf of retail electric suppliers and/or retail natural gas suppliers like HES.

2. Nature of Service. Upon execution of this Agreement by both Parties, HES hereby agrees to sell and Customer agrees to purchase and receive its Energy supply from HES as described in this Agreement ("Energy Service").

3. Notice and Details of Appointment of Agent. **3.1 Natural gas agent:** Customer 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 to the Location (and authorizes HES to notify the Utility of same) for the Utility Account Numbers identified above in the Natural Gas table. 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 agrees, now and throughout the Term, that it: (a) is not, and will not be, bound by an agreement for its Location with an Energy supplier other than HES; and (b) will not cancel or modify HES's appointment as Customer's exclusive agent. **3.2 Electricity agent:** Customer appoints HES as its Alternative Retail Electric Supplier (ARES) for the to provide full Energy requirements to the Location for the Utility Account Numbers identified above in the Electricity table. 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 Location during the Term.

4. Acceptance, Verification. This Agreement is conditional upon acceptance by HES. HES's acceptance is at its sole discretion and depends, in part, on: (a) Utility's acceptance and implementation of HES's request to enroll Customer into Utility's retail access program; (b) HES's ability to verify the accuracy of Customer's information by recorded telephone call (or other means acceptable to HES); (c) HES's review and approval of Customer's creditworthiness; (d) HES's review of Customer's capacity factor and confirmation that it is 30% or greater; and (e) Customer's current status as an HES customer. If all conditions are met, or otherwise waived by HES, HES will supply Energy to Customer's Location for the Term. Customer consents to the recording of phone calls related to this Agreement. HES reserves the right to require Customer to provide collateral, including a security deposit, letter of credit, or a guarantee deemed acceptable to HES, prior to HES's acceptance of this Agreement or during the Term of this Agreement.

5. Term. The "Term", as listed on the Letter of Authorization, begins on the "Start Date" and expires on the "End Date". **Start Date:** HES's first day of Energy supply to the Customer under this Agreement. It will be within 120 days of the signing date of this Agreement. If, however, the Location is currently enrolled under an existing agreement with HES (and this is a renewal contract), the Start Date is the day following the end of Customer's current agreement with HES. The Start Date may be delayed (for reasons such as the Agreement being improperly completed, not submitted to HES, not implemented by the Utility, etc.) or extended up to 12 months at HES's discretion. **End Date:** HES's last day of Energy supply to the Location under this Agreement. It will be 1-60 months from the Start Date, in accordance with the Term listed on the Letter of Authorization, plus any time needed to obtain a final actual or estimated meter read. It may take up to 30 days or more to complete Customer's switch back to the Utility or other supplier, during which time Customer remains responsible for all HES charges. Either HES or Customer may reasonably request to renegotiate the Price set forth in the Letter of Authorization subject to mutually agreeable extension of the Term; provided that this provision shall not be construed as an obligation of either Party to modify the Price or Term, and any such modifications of the Price or Term shall only become effective if evidenced in written instrument and executed by both Parties.

6. Renewal. Unless either Party expresses its intent not to renew this Agreement in writing at least sixty (60) days prior to the end of the Term (or if such intent not to renew is expressed but Customer has not arranged for the transfer of its Energy service to another Energy provider by the end of the Term), this Agreement will automatically be renewed on a month to month basis if no other renewal agreement has yet been reached. Any automatic renewal will use a rate that is the greater of (a) Price, or (b) one-hundred forty percent (140%) of the Index Price, plus all other taxes, costs, charges or fees which are set forth in Section 8 of this Agreement. HES will abide by the provisions of the Automatic Contract Renewal Act and any other Governing Law relating to renewals as may be in effect at the time of renewal.

7. Green Energy Option (GEOgas and/or GEOPower). If you select GEOgas, HES will purchase and retire verified emissions reductions, allowances or instruments ("carbon credits") to offset 2.2lbs (1kg) worth of CO2 for each therm of Gas you consume, multiplied by the GEOgas Usage Percentage listed on the Letter of Authorization. For example, a customer that consumes 1,000 therms per year and selects 20% GEOgas will have 200 therms of GEOgas consumption. If Customer selects GEOPower, HES will purchase and retire a block of renewable energy certificates or attributes ("green energy") equivalent to Customer's electricity use, multiplied by the GEOPower Usage Percentage listed on the Letter of Authorization. Purchasing GEOPower ensures that Green energy related to electricity is produced by renewable sources such as hydro, wind or bio-mass and injected into the electricity grid. HES can suspend or discontinue GEOgas and/or GEOPower at any time (Customer will then stop paying for it but the rest of this Agreement will remain in effect). Carbon credits and green energy purchased and retired on Customer's behalf will: (a) relate to carbon credits produced in the year Customer pays for the units (plus or minus 12 months); (b) on a commercially reasonable efforts basis, be from Illinois-based projects; however, HES may buy them from other North American-based sources at its discretion; and (c) remain HES's legal property. GEO-related charges will be included with the Energy Charge on Customer's bill.

8. Charges (and Credits) under this Agreement. HES will supply Customer with Energy, GEOPower, and GEOgas for the Location, as applicable. Customer agrees to pay for the related charges, taxes, and any other amounts charged by the Utility. **8.1 Electricity Charge.** The Electricity Charge will be the product of Customer's electricity consumption and the Electricity Price, plus pass-through charges (as applicable). **8.2 GEOPower Charge.** Customer's electricity consumption multiplied by the GEOPower Price as identified on the Letter of Authorization. **8.3 Gas Charge.** Customer's Gas consumption (in therms) multiplied by the Natural Gas Price. **8.2 GEOgas Charge.** The GEOgas Charge is the product of Customer's metered Gas consumption and the GEOgas Price. **8.3 Utility Charges (Credits).** Customer will continue to be responsible for any regulated Utility delivery, transportation and other charges not already included in this Agreement (credits). During the Term, changes in Governing Law may result in certain costs or credits being shifted from the Utility or other similar or regulatory bodies (such as the ICC) to HES, or vice versa. If this happens, these costs or credits will be passed through to Customer at no markup. **8.4 Pass-through Charges.** The Electricity Price and the Natural Gas Price do not include any other costs that may be assessed by third parties. Such other costs are defined as Pass-through Charges and shall be the responsibility of Customer. If HES is charged a billing fee by the Utility as a cost for billing Customer, HES may pass it through to Customer. Changes in Governing Law, applicable Independent System Operator rules and market, and/or applicable regulations may result in certain costs or credits being shifted from the Utility or other similar or regulatory bodies (such as the ICC) to HES, or vice versa. If this happens, these costs or credits will be passed through to Customer at no markup. Customer shall operate and manage the Location(s) in a manner that is materially consistent with Customer's past Energy usage practices. Should a Material Change in usage practices occur, HES reserves the right to include as a Pass-through Charge any additional costs incurred by HES as a result of such Material Change. **8.5 Taxes.** 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 Customer is exempt from State/local taxes, it shall provide HES with proof of such status within 10 days of having signed this Agreement. 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 taxes-related obligations under this Agreement.

9. Billing, Payment, Measurement. **9.1 Natural Gas Billing.** For Customers that select natural gas under this agreement, Customer will be billed by the Utility in accordance with its usual requirements and schedules for billings, deposits, payments, late payments and other charges (but HES reserves the right to bill Customer directly for Utility Charges and/or HES's charges). HES's charges will appear on the bill together with the amounts charged by the Utility for delivery. Customer shall pay all invoiced sums when due, including late payment fees on uncontested past due amounts (currently set at 1.5% per month, as may be amended, compounded monthly). A history of late payments may be reason for cancellation of this Agreement, the charging of Exit Fees, and possible referral to a collection agent. 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 supplied to the Location. 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. HES will not rebate or refund Customer for billings based in any part on estimated Energy usage (only a forward credit will appear on the bill). **9.2 Budget Billing.** Customer can choose to be billed for natural gas under the budget billing (level payment) plan administered by HES and/or the Utility. Contact HES for details. Customer agrees to comply with any and all billing and payment requirements as established by the applicable Utility and the ICC. **9.3 Electricity Billing.** For Customers that select electricity under this Agreement, HES will invoice Customer on a regular basis. Customer will remit payment, within twenty (20) days of the date of an invoice issued by HES. 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. If Customer fails to remit all invoiced amounts, other than any 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. 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.

10. Ending this Agreement Early, Default. If this Agreement ends early, for any reason, Customer must still pay all amounts charged up to the early end date. HES can end this Agreement, at no cost to HES, if: (a) required/allowed by law; (b) the Utility is unable to service the Location; (c) a legislative or regulatory change materially alters HES's ability to profitably perform this Agreement; (d) Customer moves; or (e) Customer falls into "Default". Customer shall be in Default if, at any time during the Term, it: (i) changes its supplier, including to the Utility or other Energy supplier; (ii) withdraws HES's authority to obtain and use information necessary to perform this Agreement; (iii) fails to make timely payment of amounts due hereunder; (iv) consolidates or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, merger or transfer, the resulting, surviving or transferee entity (a) is less creditworthy than Customer prior to consolidation, merger or transfer, in HES' reasonable opinion, or (b) fails to assume, by operation of law or pursuant to an agreement reasonably satisfactory to HES, prior to or at the time of such consolidation, merger or transfer all of the obligations of the Customer under this Agreement, or (c) fails to notify HES at the time of any such consolidation, merger or transfer; or (v) otherwise fails to comply with the terms and conditions of, or the Utility's rules in relation to, this Agreement. This Agreement shall be deemed terminated at no cost and without liability to either party if HES does not commence supply of Energy within 12 months of the anticipated Start Date, for whatever reason, and Customer has not contacted HES to implement same; or if this Agreement is unable to be implemented for reasons beyond HES's control.

11. Rights of Non-Defaulting Party: If either party defaults, the non-defaulting party may terminate this Agreement effective on the date indicated in its notice of termination and shall have the right (i) to withhold any payments due to the defaulting party under this Agreement; (ii) to suspend performance on or after the date of termination; and (iii) to the extent allowed by law, disconnect, or cause to be disconnected, each Customer Location. In the event of disconnection for non-payment, Customer may be required to pay additional charges to Customer's Utility and HES. These charges will be itemized on the disconnect notice. 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.

12. Exit Fees. Customer understands that in order for HES to be able to supply Energy to its customers, HES enters into long term supply arrangements with suppliers of natural gas to meet the forecasted consumption of its customers. If this Agreement ends prior to the End Date due to Customer's Default, Customer shall pay liquidated damages to HES set forth under the heading labeled Exit Fees. The parties agree that the Exit Fee 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. If Customer signed for GEOgas and/or GEOPower, Customer shall pay the GEOgas and/or GEOPower exit fee specified on the Letter of Authorization (the "GEO Exit Fee", together with the Exit Fee, are the "Exit Fees").

13. Customer Information, Credit Review. Customer requests, authorizes and directs the Utility to release to HES, Customer's contact and account information, current and historical Energy billing and usage data, and other payment information so as to enable HES to perform its obligations under this Agreement. Customer further authorizes HES to review Customer's credit history and information, whether in the possession of the Utility or third party credit reporting agencies (and HES may disclose such Customer information to its creditors,

suppliers and service providers). HES's supply of Energy may depend on Customer's creditworthiness and HES is not obligated to accept, or continue performing, this Agreement if Customer does not meet HES's credit requirements. HES will send notice by regular mail to Customer if Customer is not approved by HES for credit reasons. Customer may rescind its authorization at any time but unless and until Customer does so, HES shall continue to have access to such information throughout the Term. Any action by Customer that deprives HES of information considered by HES to be material to its performance of its obligations under this Agreement shall constitute a Default by Customer, in which case Exit Fees will apply. 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. Incorrect Customer information may be rectified. Customer authorizes HES to provide information about Customer, including contact information, to HES's affiliates, business partners and service providers. HES (its affiliates, business partners, and service providers) can communicate with Customer about other products and services offered by HES, its affiliates or business partners. We will disclose any of your information where required by law. Contact a Customer Service Representative for written information for our policies and practices regarding use of your information.

14. 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 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 GAS 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.

15. Indemnification. 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 HES HARMLESS 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 INABILITY TO PERFORM.

16. 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. 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 LETTER OF AUTHORIZATION. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT.

17. Dispute Resolution. 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 at the top of the Letter of Authorization. Both parties will, in good faith, use commercially reasonable efforts to resolve a dispute. In case of dispute that is not resolved within 45 days, the parties agree that such dispute shall be submitted exclusively to final, binding arbitration, conducted in accordance with the rules of the American Arbitration Association (the "AAA"), before a panel of three arbitrators to be chosen by the AAA. Customer shall remit all undisputed amounts during the pendency of any dispute. In addition to, but not in lieu of, binding arbitration, Customer may contact the ICC at 1.800.524.0795.

18. Amendments. HES may amend this Agreement by sending Customer notice. Unless required under Governing Law (including, for example, a Utility tariff change, ISO order, or ICC order), Customer will have 30 days to reject the amendment. HES will not amend the Term or Price without Customer's consent; however, if any law, order or regulation is passed, modified, implemented or interpreted by judicial or regulatory order or legislative enactment under Governing Law, which creates additional costs (or credits) not currently included in the Price, then HES shall be entitled to pass through such incremental charge (or credit) to Customer.

19. 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 Energy supplier without prior notice to, or further consent from, Customer. Customer shall not assign or otherwise transfer its rights or obligations under this Agreement without first obtaining HES's written consent, which shall not unreasonably be withheld. This Agreement inures to the benefit of and binds the parties and their respective successors and assigns.

20. Moves. Customer will provide HES with 45 days' notice before moving or changing its Location (each, a "move"). Upon a Customer move, HES may, in its sole discretion: (a) end this Agreement; or (b) apply this Agreement to Customer's new location. If the latter, then: (i) Customer's new location will be a Location bound by this Agreement; (ii) HES is authorized to deal with Customer's Utility in this regard; and (iii) if Governing Law requires Customer to provide HES with additional written authorization at the time of the move, Customer will have the option of providing it to HES or paying the Exit Fees.

21. Inability to Perform. Customer accepts that certain events beyond the control of HES, including force majeure events declared by HES's direct or indirect suppliers, may affect HES's ability to supply Energy, GEOPower, or GEOgas at the Price. If this happens, HES may at its sole discretion and without liability: (a) temporarily supply them to Customer at the market price available to HES; or (b) suspend this Agreement until as soon as HES is reasonably able to resume performance. This Agreement will otherwise remain in full effect. "Force Majeure" means those events not reasonably anticipated when this Agreement was signed and beyond the control of HES including, but not limited to, Acts of God; fires, floods, wildlife, storms, lightning, earthquakes or regional freezing; war or hostile action; acts of the public enemy; civil insurrection, terrorism or sabotage; inability to access the transmission or distribution system, events associated with the Utility, the commodity supplier, or others used to deliver Gas to the Location, curtailment or disruption by the Utility, the commodity supplier or the Utility's appropriation of Energy, event of Force Majeure of Hudson Energy's supplier or suppliers; voltage fluctuations, irregularities or surges; or good faith compliance with a then valid curtailment, order, regulation or restriction imposed by governmental, military, or lawfully established civilian authorities. 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. 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' 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. If either Party is rendered unable by a Force Majeure Event to carry out, in whole or part, its obligations under this Agreement and such Party gives written notice and full details of the event to the other Party as soon as reasonably practicable after the occurrence of the event, then during the pendency of such Force Majeure Event, the obligations of the Party affected by the event (other than the obligation to make payments then due or becoming due with respect to performance prior to the event) shall be suspended. A Party may furnish notice of a Force Majeure Event orally; provided, however, electronic or written notification must be furnished to the other Party within two (2) Business Days thereafter. The Party affected by the Force Majeure shall remedy the Force Majeure with all reasonable dispatch; provided however, that this provision shall not require HES to schedule delivery of, or Customer to receive gas at points other than the Delivery Points. In the case of a Force Majeure Event of HES, the Price for such therms or kWh taken by the Customer during the Force Majeure Event shall be calculated based upon the applicable market price.

22. Notice. HES will send notices and correspondence to the billing address listed on the Letter of Authorization (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). When providing HES with notice, Customer shall send it to HES's address as listed on the Letter of Authorization, to the attention of Customer Service Manager, Commercial Contracts, in a manner by which Customer may give proof of delivery upon request. Either party can change its address for receiving notices by notifying the other pursuant to this paragraph. If a change in Governing 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 hudsonenergyservices.com

23. Governing Law. The laws of the State of Illinois govern this Agreement. 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.

24. 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 or any exchange, regional transmission organization 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 confidentiality 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

25. 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.

26. Miscellaneous. This Agreement contains the entire agreement between HES and Customer concerning the supply of Energy, GEOpower and GEOgas to the Location, as applicable. It may not be contradicted by any prior or contemporaneous oral or written document and can only be amended if agreed to by HES's head office in a written notice to, or recorded telephone call with, Customer. 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). The contents of HES's marketing materials do not form part of the Agreement and were not relied on by Customer. This Agreement does not create any partnership, duty, joint venture or other special relationship between the parties. No delay by HES 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, and dispute resolution. Except as otherwise required by Governing Law or as set out herein, HES does not offer refunds.

27. Emergency. In an Energy-related emergency, contact the appropriate emergency personnel or the Utility: Nicor 1.888.642.6748; Peoples 1.866.556.6002; North Shore 1.866.556.6005; ComEd 1.877.426.6331; Ameren 1.800.755.5000.

