

ELECTRIC FACILITIES SERVICE AGREEMENT

PL#: ESS: NO CWA: YES SER#: PM050239 R: 3

This Electric Facilities Service Agreement (the "Agreement"), dated 12/06/2005, is between Commonwealth Edison Company (the "Company"), and 401 N WABASH VENTURE, LLC (the "Customer").

RECITALS

1. The Company is to provide to the Customer, and the Customer is to pay the Company for, the electric facilities and equipment described herein on the terms and conditions set forth herein and in accordance with the terms of the Company's Rider 8.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. This Agreement shall apply regardless whether the Company or another party is supplying electric power and energy to the Customer on the premises occupied by the Customer at 401 N WABASH AVE BLDG, *, CHICAGO, ILLINOIS ("Premises"). This Agreement is also subject to the Terms and Conditions of the Company filed with the Illinois Commerce Commission, as they may be amended from time to time.
2. The Customer is to receive electric power and energy from either the Company or another party at an estimated maximum demand of 28949 kW at the following location(s) and in the following amounts and approximate voltages (as shown on Exhibit A attached hereto):

Loc 01. estimated demand	1745 kW, metering voltage approx. 277/480Y	volts, 3 phase, 4 wire
Loc 02. estimated demand	1890 kW, metering voltage approx. 277/480Y	volts, 3 phase, 4 wire
Loc 03. estimated demand	1884 kW, metering voltage approx. 277/480Y	volts, 3 phase, 4 wire
Loc 04. estimated demand	928 kW, metering voltage approx. 277/480Y	volts, 3 phase, 4 wire
Loc 05. estimated demand	0 kW, metering voltage approx. 277/480Y	volts, 3 phase, 4 wire
Loc 06. estimated demand	0 kW, metering voltage approx. 277/480Y	volts, 3 phase, 4 wire
Loc 07. estimated demand	151 kW, metering voltage approx. 120/208Y	volts, 3 phase, 4 wire
Loc 08. estimated demand	1448 kW, metering voltage approx. 277/480Y	volts, 3 phase, 4 wire
Loc 09. estimated demand	888 kW, metering voltage approx. 277/480Y	volts, 3 phase, 4 wire
Loc 10. estimated demand	474 kW, metering voltage approx. 120/208Y	volts, 3 phase, 4 wire
Loc 11. estimated demand	474 kW, metering voltage approx. 120/208Y	volts, 3 phase, 4 wire
Loc 12. estimated demand	474 kW, metering voltage approx. 120/208Y	volts, 3 phase, 4 wire
Loc 13. estimated demand	45 kW, metering voltage approx. 120/208Y	volts, 3 phase, 4 wire
Loc 14. estimated demand	1139 kW, metering voltage approx. 277/480Y	volts, 3 phase, 4 wire
Loc 15. estimated demand	927 kW, metering voltage approx. 277/480Y	volts, 3 phase, 4 wire
Loc 16. estimated demand	1126 kW, metering voltage approx. 277/480Y	volts, 3 phase, 4 wire
Loc 17. estimated demand	293 kW, metering voltage approx. 120/240	volts, 3 phase, 4 wire
Loc 18. estimated demand	80 kW, metering voltage approx. 277/480Y	volts, 3 phase, 4 wire
Loc 19. estimated demand	97 kW, metering voltage approx. 277/480Y	volts, 3 phase, 4 wire
Loc 20. estimated demand	80 kW, metering voltage approx. 277/480Y	volts, 3 phase, 4 wire
Loc 21. estimated demand	97 kW, metering voltage approx. 277/480Y	volts, 3 phase, 4 wire
Loc 22. estimated demand	80 kW, metering voltage approx. 277/480Y	volts, 3 phase, 4 wire
Loc 23. estimated demand	97 kW, metering voltage approx. 277/480Y	volts, 3 phase, 4 wire
Loc 24. estimated demand	89 kW, metering voltage approx. 277/480Y	volts, 3 phase, 4 wire
Loc 25. estimated demand	97 kW, metering voltage approx. 277/480Y	volts, 3 phase, 4 wire
Loc 26. estimated demand	86 kW, metering voltage approx. 277/480Y	volts, 3 phase, 4 wire
Loc 27. estimated demand	97 kW, metering voltage approx. 277/480Y	volts, 3 phase, 4 wire
Loc 28. estimated demand	1388 kW, metering voltage approx. 277/480Y	volts, 3 phase, 4 wire
Loc 29. estimated demand	857 kW, metering voltage approx. 277/480Y	volts, 3 phase, 4 wire



Loc. 90	estimated demand	137 kW, metering voltage approx. 120/208Y	volts, 3 phase, 4 wire
Loc. 91	estimated demand	137 kW, metering voltage approx. 120/208Y	volts, 3 phase, 4 wire
Loc. 92	estimated demand	274 kW, metering voltage approx. 120/208Y	volts, 3 phase, 4 wire
Loc. 93	estimated demand	274 kW, metering voltage approx. 120/208Y	volts, 3 phase, 4 wire
Loc. 94	estimated demand	117 kW, metering voltage approx. 120/208Y	volts, 3 phase, 4 wire
Loc. 95	estimated demand	52 kW, metering voltage approx. 120/208Y	volts, 3 phase, 4 wire
Loc. 96	estimated demand	25 kW, metering voltage approx. 277/480Y	volts, 3 phase, 4 wire
Loc. 97	estimated demand	1349 kW, metering voltage approx. 277/480Y	volts, 3 phase, 4 wire
Loc. 98	estimated demand	630 kW, metering voltage approx. 277/480Y	volts, 3 phase, 4 wire

3. Charges, Rental.

- a. The Company hereby agrees to furnish and rent to the Customer, and the Customer hereby agrees to rent from the Company, under the terms and conditions set forth below in this Agreement and in accordance with the terms of the Company's Rider 6 and Rider 7, the facilities and equipment listed in the Facilities Rental Service and Meter Lease Service attachments to this Agreement at the initial monthly rental charges stated therein. The foregoing facilities and equipment, together with any conductors, cables, supports and related equipment installed by the Company, and any replacements or adjustments thereof, are hereinafter called the "Facilities". Such Facilities are or may be located on the Premises.
- b.
 - 1) The Customer's estimated demand set forth above is used to determine the service facilities that are available to the Customer as a standard installation under the applicable tariffs. The estimate of the Customer's demand shown above is based upon information provided to the Company by the Customer and the Customer agrees that this estimate is representative of the Customer's expected operation.
 - 2) Such standard service facilities are subject to change from time to time based upon the Customer's actual demand in accordance with the provisions of the Company's Rider 8, or its successor. If the Customer's actual demand is less than the amount of kW specified in Section 2 above, the Company reserves the right to remove or adjust the Facilities at the Customer's expense so as to provide the Customer the standard installation facilities as provided in Rider 6 or to adjust the rental as provided in Section 3(c).
 - 3) If the Customer desires to add load beyond the levels set forth above in Section 2 or to increase capacity at an individual point of service, the Customer shall notify the Company, in writing, adequately in advance of adding such load or increasing such capacity so that the Company may modify its facilities as determined by the Company.
- c. The initial monthly rental specified in the Facilities Rental Service attachment is based on the Company's standard rental charges applicable on the date of this Agreement and is subject to change as provided herein or in Rider 6.
- d. The monthly rental charges for the Facilities are in addition to all other charges under (i) other contracts with the Company, (ii) applicable rates, riders and tariffs, and (iii) any additional charges imposed by the Company on account of special installation requests or requirements or requests by the Customer for maintenance beyond the level set forth in Section 5(c).
- e. The Customer shall pay all taxes applicable to the Company's provision of the Facilities and other services to the Customer under this Agreement (including without limitation all applicable federal, state, regulatory, municipal and other taxes with respect to customer charges and rentals).



(or any parts thereof) labels or other markings indicating the Company's ownership of the Facilities. The Customer shall acquire no interest in the Facilities (or any parts or components thereof). Use by the Customer of the Facilities shall not divest the Company of its exclusive rights to such ownership, use and possession. The Customer shall, upon the request of the Company from time to time, execute and deliver to the Company all documents reasonably necessary or advisable to confirm, perfect or evidence any rights of the Company in and to the Facilities.

- b. The Company and its representatives shall, during and after the term of this Agreement, have free access to the Premises at all reasonable times (and immediately at any time if an emergency exists) for the purposes of inspecting, protecting, installing, operating, maintaining, repairing, altering, replacing, relocating or removing any of the Facilities. The Customer grants the Company the right to install facilities on the Customer's property to provide electric services to other users of the Facilities. The Company shall at all times have the right, in its sole discretion, to replace, delete, or alter any part of the Facilities, add or remove portions or components of the Facilities or revise any procedures with respect to the Facilities. Any such replacements, substantial alterations, or additions of or to the Facilities shall belong to and become property of the Company and shall be a part of the Facilities for purposes of, and shall be subject to, this Agreement.
- c. Such inspection, protection, installation, operation, maintenance, repair, alteration, replacement, relocation and removal shall be in accordance with, and at the time(s) and at the standards prescribed by, the Company's standard practices and procedures for the types or classes of each of the Facilities. If the Customer requests maintenance beyond this level, the Company may impose an additional charge for such additional maintenance.

7. Customer Responsibilities.

- a. The Customer shall not move, remove, modify, alter, adjust, or change in any way the Facilities or any part thereof without first obtaining the written consent of the Company, except to protect the Premises or any person from damage or injury during any emergency or except and to the extent provided in a separate written agreement. Except to the extent set forth in the prior sentence, the Customer will not permit anyone other than the Company, or the Company's respective representatives, agents or subcontractors to effect any inspection, adjustment, preventative or remedial maintenance, repair, overhaul, replacement or removal of the Facilities.
- b. The Customer shall at its sole cost and expense:
 - 1) provide to the Company adequate working space within a reasonable distance of the Facilities and take such other steps as are necessary to allow the installation, construction, maintenance, repair, alteration, replacement and removal of the Facilities to be readily and efficiently performed;
 - 2) keep the Facilities on the Premises free from any overbuilding or other obstruction that might create an unsafe condition or that might interfere with the Company's ability to install, operate, maintain, repair, alter, replace or remove the Facilities;
 - 3) provide and maintain in a good, safe, and proper state of repair, the Premises and all other property furnished by the Customer in connection with the Facilities;
 - 4) furnish, install, and maintain the wiring, supports, and other appurtenances, as specified by the Company, necessary for the Facilities;
 - 5) if the installation of the Facilities includes or requires a vault or ground-type installation, furnish and maintain the enclosure, foundation, fill, required ventilation, and similar facilities in accordance with the Company's rules and regulations;



- 6) make use of the Facilities in accordance with the Company's specified practices and procedures and protect the Facilities from harm, theft, or misuse and deterioration (except for reasonable wear and tear resulting only from proper use thereof); and
 - 7) notify the Company by telephone promptly after the Customer first has knowledge of (i) any malfunction in operation of the Facilities; (ii) any interruption or alteration of energy supply to the Premises; (iii) any alteration or modification in the Facilities or its operation which is not initiated by Company, and (iv) any emergency or dangerous condition affecting the Facilities.
- c. If any part of the Facilities is lost, stolen, condemned, confiscated, damaged, destroyed, or needs maintenance, repairs, or replacement due to an act, error, omission, breach, negligence or willful misconduct of any employee or other agent of the Customer, the Customer shall be obliged to reimburse the Company promptly for the Company's customary time and materials costs of the maintenance, repair and replacement of the Facilities. If any part of the Facilities is lost, stolen, condemned, confiscated, damaged, destroyed, or needs maintenance, repairs or replacement due to an act, error, omission, breach, negligence or willful misconduct of one or more employees or other agents of both the Company and the Customer, the Company shall repair or replace such part of the Facilities, and the cost of any such repair or replacement shall be shared by the Customer and the Company in proportion to their respective degrees of fault.
8. Removal. Upon termination of this Agreement, the Company at its option may, and upon the Customer's request the Company shall, remove all or any part of the Facilities. The Customer shall bear the cost and expense of such removal.
9. Relocation. If relocation of all or any part of the Facilities is requested by the Customer or there is a change in the Customer's operation or construction, which in the judgement of the Company, makes such relocation necessary or advisable, the Company will move such Facilities at the Customer's expense to a location on or adjacent to the Premises mutually acceptable to the Company and the Customer.
10. Term. The term of this Electric Facilities Agreement shall commence upon the date of this Agreement and shall terminate upon the earlier of:
- a. The Customer ceases to use the Facilities,
 - b. The Company no longer provides either electric service or delivery service to the Customer, or
 - c. At the discretion of the non-breaching party, upon a breach of this Agreement if such breach is not cured within 30 days of notice to the party in breach.
11. Amendment. This Agreement shall not be altered or amended except by an instrument in writing executed by authorized representatives of the parties; provided that
- a. the listing of the required facilities and equipment in the Facilities Rental Service attachment and their monthly rental may be modified from time to time upon oral or written agreement of the parties (and the removal or installation of any such Facilities shall constitute prima facie evidence of such agreement);
 - b. the Company may, upon notice to the Customer, adjust the Facilities or the monthly rental if the Customer's demand is less than the level(s) set forth in Section 2; and
 - c. the Company may, upon notice to the Customer, adjust the monthly rental as provided in Section 3(c) and in the Facilities Rental Service attachment.



- 12. Subcontracting. The company may cause its obligations hereunder to be performed by one or more parties under contract with the Company.
- 13. Previous Agreements. This agreement supercedes and cancels the previous Electric Service Station Agreement or Electric Facilities Service Agreement at this location.
- 14. Customer/Owner Agreement. The undersigned Customer agrees to the terms of this Agreement. In case the Customer is not the owner of the Premises, the undersigned owner hereby consents to this agreement and agrees to be bound by its terms.

FOR THE COMPANY:

JEFF P. BELK

Submitted by

JP Belk
Accepted By Signature

Print Name

Official Capacity or Title

FOR THE CUSTOMER:

401 N. Wabash Venture, LLC
Customer Name

AW
Accepted By Signature

Andrew Weiss
Print Name

Vice President
Official Capacity or Title

AW
Property Owner's Signature

Account Number: 5619038016
SER No.: PM040238
Work Task Number: 0558690501

3/3/06

Mail Bills To:

THE TRUMP ORGANIZATION
NEW YORK, IL 10022