

**RATE RCDS CONTRACT  
DELIVERY SERVICES**

This Rate RCDS Contract (the "Contract") dated as of \_\_\_\_\_ (the "Effective Date") is entered into by and between Commonwealth Edison Company (the "Company") and \_\_\_\_\_ (the "Retail Customer") for the premises occupied and used by the Retail Customer at \_\_\_\_\_ (service address), Illinois (the "Premises").

**RECITAL**

The Retail Customer desires to procure from the Company delivery and other services (as described below) for the Premises (as defined above) pursuant to the terms and conditions of (i) Rate RCDS - Retail Customer Delivery Service, which initially became effective October 1, 1999 (such rate, as it may be amended from time to time, "Rate RCDS"), (ii) other applicable rates, riders, and tariffs, and (iii) this Contract.

**AGREEMENT**

NOW, THEREFORE, the parties agree as follows:

1. Delivery and Other Services. (a) The Company shall provide delivery services to the Retail Customer at the Premises and shall provide other services required to be provided to the Retail Customer by the Company with respect to the Premises, in each case under and subject to the terms and conditions of (i) Rate RCDS, (ii) Rider ISS - Interim Supply Service or Rider TS - Transmission Services, as applicable, (iii) Rate CTC - Customer Transition Charge, which initially became effective October 1, 1999 (such rate, as it may be amended from time to time, "Rate CTC"), (iv) Rider SBO - Single Bill Option, (v) Riders 6, 7, 16, 21, 23, 28, 31, IFC, and \_\_\_\_\_, (vi) the prohibitions against resale or redistribution of electricity set forth in Rider 12 - Conditions of Resale or Redistribution of Electricity by the Customer to Third Persons, (vii) Terms and Conditions, (viii) all other applicable rates, riders, and tariffs of the Company on file with the Illinois Commerce Commission (the "ICC"), the foregoing documents in clauses (i) - (viii), as they may be amended from time to time, the "State Tariffs", (ix) the applicable tariffs on file with the Federal Energy Regulatory Commission (the "FERC") governing transactions over the transmission facilities located in the Company's service territory, as they may be amended from time to time, the "Federal Tariffs", and (x) this Contract, as it may be amended from time to time; provided that the Retail Customer may procure transmission services and ancillary transmission services from another supplier where allowed by law.

(b) The Retail Customer acknowledges and agrees that, under the circumstances set forth in Rate RCDS, (i) the Company may arrange for the provision of the foregoing services in Section 1(a) by other entities in lieu of providing such services itself, and (ii) the Company's obligation to provide (or arrange for the provision of) transmission services and ancillary transmission services may terminate.

2. Retail Customer Authorization/Obligations. (a) The Retail Customer shall pay the Company all amounts due, and shall perform and satisfy all other applicable obligations, under (i) the State Tariffs, (ii) the Federal Tariffs, and (iii) the Electric Facilities Service Agreement, the Facilities Rental Service agreement, and the Meter Lease Service agreement, in each case as the items in clauses (i) and (ii) are on file with the ICC and the FERC, respectively, and as the items in clauses (i) - (iii) may be added, deleted, modified, or amended from time to time.

OFFICIAL FILE  
 ICC DOCKET NO. 05-0597  
 CES CX Exhibit No. 3  
 Witness Meehan  
 Date 3/27/00 Recorder Jc

(b) The Retail Customer acknowledges that it (i) will purchase electric power and energy only from a certified Alternative Retail Electric Supplier or Illinois electric utility other than the Company, (ii) has authorized its provider of electric power and energy supply services to provide electric power and energy to the Retail Customer at the Premises, and (iii) has authorized its provider of electric power and energy to take action on behalf of the Retail Customer as provided in the State Tariffs and the Federal Tariffs.

(c) The Retail Customer shall pay all taxes applicable to the Company's provision of delivery and other services to the Retail Customer under this Contract (including without limitation all applicable federal, state, regulatory, municipal, and other taxes and franchise costs with respect to transmission charges, delivery charges, rentals, and other charges).

(d) The Retail Customer understands that payments made by the Retail Customer to a General Account Agent ("GAA") do not constitute payments made to the Company.

(e) The Retail Customer's estimated maximum demand at the Premises, used to determine the service facilities that are available to the Retail Customer as a standard installation (as described in Rate RCDS) under this Contract, is \_\_\_\_\_ kilowatts. This estimated maximum demand is based upon information provided to the Company by the Retail Customer, and the Retail Customer agrees that this estimate is representative of its expected operation. If the Retail Customer desires to add load beyond the level set forth above or to increase capacity at an individual point of service, it 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. Load defined as "Zero Standard Portion" under Rider ZSS - Zero Standard Service is not included in the determination of the estimated maximum demand shown above because a standard installation is not provided for the Zero Standard Portion of load. The Retail Customer acknowledges that service facilities that are available to the Retail Customer as a standard installation are subject to change as determined by the Company based upon the Retail Customer's actual maximum demand at the Premises excluding the Zero Standard Portion of load, in accordance with the provisions of Rate RCDS.

(f) The Retail Customer understands that it will initially be billed for amounts due under the Electric Facilities Service Agreement, under the Facilities Rental Service agreement, and under the Meter Lease Service agreement, if applicable, in accordance with the amounts set forth on such agreements. Such amounts may be adjusted from time to time in accordance with the terms of Rider 6 - Optional or Non-Standard Facilities, Rider 7 - Meter Lease, or other such agreements.

(g) The Retail Customer acknowledges that either (i) it must pay the Customer Transition Charges ("CTC") applicable to its class pursuant to Rate CTC, or (ii) if a customer-specific CTC applies, the Retail Customer's customer-specific CTC is (or, if multiple CTCs are applicable, CTCs are), on the Effective Date, equal to:

\_\_\_\_\_ ¢/kWh and applied to service formerly provided under \_\_\_\_

\_\_\_\_\_ ¢/kWh and applied to service formerly provided under \_\_\_\_

\_\_\_\_\_ ¢/kWh and applied to service formerly provided under \_\_\_\_

If the Retail Customer is eligible for service under Rider CTC-MY – Customer Transition Charges – Multi-Year, which initially became effective April 7, 2003 (such rider, as it may be amended from time to time, “Rider CTC-MY”) and has, at the time this contract is executed, notified the Company of its election of a multi-year CTC option in accordance with the provisions of Rider CTC-MY, the above listed CTC is (or CTCs are) determined under the multi-year CTC option elected by the Retail Customer.

The Retail Customer acknowledges that its CTC, or CTCs as applicable, shall be recalculated, and increased or decreased, for each Applicable Period as provided in Rate CTC (or as may otherwise be provided in Rate CTC) and as provided in other applicable law and tariffs, if any. The Retail Customer shall pay such CTC(s) to the Company each month as provided in Rate CTC and Rate RCDS and as provided in other applicable law and tariffs, if any, for the time required by Rate CTC and Rate RCDS and as required by other applicable law and tariffs, if any.

3. Commencement; Term; Termination. The Retail Customer acknowledges that (i) the term of this Contract shall commence on or about \_\_\_\_\_ (“Commencement Date”), (ii) the term of this Contract shall be as provided in Rate RCDS, (iii) this Contract may be terminated as provided for in the State Tariffs or the Federal Tariffs and shall terminate upon termination or discontinuance of delivery services to the Retail Customer at the Premises from the Company pursuant to Rate RCDS, and (iv) upon the termination of this Contract, the Retail Customer shall continue to be obliged to pay the Company all amounts due for all periods prior to such termination.

4. Prior Contracts. All prior contracts by and between the Company and the Retail Customer for electric service or delivery service provided to the Retail Customer at the Premises (including all riders thereto, but excluding Electric Facilities Service Agreements or other electric facilities agreements, as applicable) are hereby superceded effective as of the Commencement Date of this Contract (but each party shall perform its obligations thereunder for all periods prior to the Commencement Date).

5. Other Terms. If a matter or item is addressed in the State Tariffs or the Federal Tariffs but is not specifically addressed herein, the treatment of such matter or item as set forth in the State Tariffs or the Federal Tariffs shall apply. If a conflict exists or develops between the provisions of this Contract (on the one hand) and the State Tariffs or the Federal Tariffs (on the other hand), then the provisions of the State Tariffs or the Federal Tariffs shall prevail.

6. Notices. All notices under this Contract must be in writing and sent via United States mail; courier or facsimile; or may be hand delivered to the respective party at its address set forth below. Notices will be effective on the date received. Notices sent by United States mail, courier or hand delivery will be deemed received on the date of delivery; notices sent by facsimile will be deemed received on the date transmitted.

To the Company:

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To the Retail Customer:

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All amounts due to the Company under this Contract must be sent either electronically as described in the Electronic Payments and Billing section of the Company's Terms and Conditions or via United States mail to the address set forth below:

Commonwealth Edison Company  
Bill Payment Center  
Chicago, IL 60668-0001

The address or addressee to which notices or invoices shall be mailed may be changed from time to time by either party by notice served as hereinabove provided. Notice shall be effective upon receipt.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by an authorized representative as of the date set forth below.

Retail Customer Name:	_____
Premises (Service) Address:	_____
	(Street, City, State, Zip)
Mailing Address:	_____
(If different from Premises Address)	(Street, City, State, Zip)
Account Number:	_____
Meter Numbers:	_____
Daytime Telephone Number:	_____
Evening Telephone Number:	_____
Customer Fax Number:	_____

<b>FOR COMMONWEALTH EDISON COMPANY:</b>	<b>FOR THE RETAIL CUSTOMER:</b>
Date: _____	Date: _____
_____ Accepted By (Signature)	_____ Accepted By (Signature)
_____ Print Name	_____ Print Name
_____ Official Capacity (Authorization)	_____ Official Capacity (Authorization)
	_____ Title & Company
	_____ Email Address