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**INDEPENDENT ACCOUNTANTS' REPORT  
ON APPLYING AGREED-UPON PROCEDURES**

Comverge, Inc.:

We have performed the procedures enumerated below, which were requested by Comverge, Inc. (the Company), solely to assist in verifying that the funds received by the Company from Commonwealth Edison Company (ComEd) during the year ended December 31, 2010 were used by the Company to provide services pursuant to Appendix A2 of the Program Administrator Agreement dated December 22, 2006 between the Company and ComEd. The Company's management is responsible for its accounting records and the schedule of 2010 Program Expenditures (Appendix A). This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of those parties specified in the report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

Our procedures and findings are as follows:

1. Compared 2010 Program Expenditures detail in Appendix A to the Company's general ledger.

We agreed amounts to the general ledger without exception.

2. From the detail supporting Appendix A in the Company's 2010 general ledger, selected third party expenses greater than \$4,500 for accuracy and to ensure expenditures appeared to relate to the ComEd RRTP Program as defined by Appendix A2 of the Program Administrator Agreement dated December 22, 2006. To test accuracy, we agreed the amount and description of the expenditure to the check copy and invoice provided by the Company. To verify the purpose of expenditures, we reviewed invoices and interviewed the Vice President of Marketing of the Company.

Our scope of \$4,500 resulted in 28 items. We also performed testing of the Program Administration expenses outlined in 3 below. In total, we performed testing on \$576,224 or 76% of 2010 Program Expenditures.

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Included in the expenses, tested above, is approximately \$43,000 of labor expenses related to the Program Administrator, who is the sole dedicated employee of the Program. We obtained the Program Administrator's annual pay noting the bi-monthly pay rate agreed to the amount paid per the payroll detail. Additionally, we noted 6 additional employees worked on the program throughout the year; therefore, we obtained a schedule of the hours each employee contributed to the program as well as obtained their pay rate to ensure the payroll expense was correct for the period.

No exceptions were noted as a result of our verification procedures.

3. Verified the Program Administrator's salary, reviewed the job description and interviewed the employee to determine the daily scope of the Program Administrator's tasks.

No exceptions were noted between the salary charged to the program and the amount paid to the Program Administrator. Per the job description and the interview conducted with the employee, she was hired specifically to be the administrator of the ComEd program. The dedicated employee resigned from the Company in April 2010.

Due to the Program Administrator's resignation in April 2010, other existing employees of Comverge contributed to the daily tasks of the Program. As stated in 2, above, 6 additional employees worked on the program throughout 2010.

We were not engaged to, and did not, conduct an audit, the objective of which would be the expression of an opinion on the accounting records. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of Comverge, Inc., and any other specified party who has explicitly agreed to the terms of this engagement. It is not intended to be and should not be used by anyone other than those specified parties.

March 31, 2011

*Bennett Thrasher P.C.*

## Appendix A

### COMED RRTP PROGRAM - 2010 PROGRAM EXPENDITURES

#### Expenses

##### Outreach:

DM Test Marketing	\$ 270,419
UPS Store	<u>1,000</u>
Outreach Total	271,419

##### Operations:

Call Center	146,960
Data Transfer - IT Support	-
Web Server Connection	330
Billing	<u>150,317</u>
Total Operations	297,607

#### **Program Administration:**

Expenses to Promote and Administer Program 756,920

Program capital expenditures, gross: -

**Total Program Expenditures** \$ 756,920

Source: Comverge, Inc. Program Expenditures