



March 30, 2010

Mr. Ron Williams  
President  
Power Delivery Research & Consulting Corp.  
2119 Norton Road  
Charlotte, North Carolina 28207

**Via E-Mail and Regular Mail**  
rbwilliams77@bellsouth.net

Re: Engagement Agreement

Dear Mr. Williams:

This Engagement Agreement (“Agreement”) will confirm that Rooney Rippie & Ratnaswamy LLP (“R3”) is retaining Power Delivery Research & Consulting Corp. (“PDR&C”) to work as a consulting expert on behalf of Commonwealth Edison Company (“ComEd”) in connection with the potential general rate case that ComEd anticipates filing with the Illinois Commerce Commission in mid-2010. This work is being led by ComEd’s Legal Department and attorneys from Exelon Business Services Company (“BSC”) and R3 who are all representing ComEd.

At this time, PDR&C is being retained as consulting experts in connection with potential future litigation. In connection with that retention, PDR&C will evaluate various ComEd individual and blanket investment projects. PDR&C will rely on ComEd sources to provide data required for that review. Although PDR&C will evaluate the sufficiency of that data as part of its evaluation, PDR&C will not attest to or independently verify the accuracy of ComEd-supplied information. All communications, data, workpapers, and reports – unless clearly stated otherwise by R3 and ComEd – should be considered privileged and/or work product created at the direction and request of counsel.

In addition, PDR&C may (solely at ComEd’s and R3’s option) be asked to prepare prefiled written expert testimony on the subject matter of PDR&C’s investigation for filing with the Illinois Commerce Commission (“ICC”) and to thereafter participate as an expert witness in ICC proceedings in which that testimony has been filed. In that event only, the relevant PDR&C consultants offering such testimony will begin acting as testifying experts.

In connection with this engagement, it is agreed among R3 and PDR&C that:

1. The primary term of this Agreement shall commence on April 1, 2010, and extend through the conclusion of the project and/or the ICC proceedings described above, including any proceedings on rehearing thereof; however, this Agreement shall be

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CFRC 0026658

RCE 01125



terminable at will by R3; and, upon termination, you shall be paid the full amount due for services rendered and reasonable costs incurred and not paid for up to that time, including the reasonable costs of return travel for those PDR&C personnel who were performing this engagement in the Chicago, Illinois area to their home locations.

- 2. Messrs. Donohue and Williams will principally perform PDR&C's work hereunder, although other PDR&C personnel may be involved as jointly agreed by PDR&C and R3.

**REDACTED**  
**REDACTED**

**REDACTED** The hourly rates, exclusive of reasonable expenses, for PDR&C personnel who we expect to be employed on the project are:

- Robert W. ("Bill") Donohue -- **REDACTED**
- Ron Williams -- **REDACTED**

**REDACTED**

**REDACTED**

When intercity travel is required, time will be billed from the vicinity of the office of residence of the PDR&C's consultant to the R3 or ComEd office, except that travel time actually spent on other matters will not be charged to the engagement.

- 3. PDR&C will itemize any reasonable out-of-pocket expenses incurred by you in the performance of your services hereunder; **REDACTED**  
**REDACTED**

- 4. You will invoice R3 monthly for your fees and expenses, which invoices will reasonably describe the work underlying your fees (supporting time sheets, invoices, vouchers or receipts will be provided upon request).



5. Payment of your fees and expenses shall be made by R3 or by ComEd directly to you, in each case after your invoices are reviewed by both R3 and ComEd; R3 will submit invoices to ComEd promptly and will pay PDR&C promptly upon receipt of funds from ComEd. **REDACTED**

**REDACTED**

6. Any work product and deliverables created by PDR&C in connection with this engagement belong to ComEd. R3 understands that PDR&C may use its own pre-existing intellectual property in the course of producing its work product and deliverables, over which PDR&C will retain sole and exclusive ownership, but that shall not limit or impair ComEd's right to use the work product or deliverables and PDR&C grants ComEd a non-exclusive, non-assignable, royalty-free license to use the work product or deliverables in connection with regulatory proceedings before the Illinois Commerce Commission, Department of Energy or the Federal Energy Regulatory Commission, and appellate proceedings relating thereto.
7. PDR&C is not an agent, employee, partner, joint venturer, or legal representative of R3 or ComEd and is not authorized to do business in the name of or to obligate R3 or ComEd in any way.
8. Neither party will be liable to the other in connection with your engagement hereunder or any matter relating to your engagement for any indirect, special, punitive, consequential or incidental damages, including lost revenues or profits.
9. You acknowledge that by virtue of rendering the professional services described above, on behalf of R3 and ComEd, PDR&C may obtain access to confidential information which, if disclosed, would be detrimental to ComEd. PDR&C agrees to hold all such information furnished by R3 or ComEd in confidence and not disclose it in whole or in part to any third party without the prior written consent of R3 or ComEd. In addition, you may in preparing testimony be required to review confidential data received from other parties, and if this is the case, you agree to be bound by any confidentiality agreement governing such data that has been approved by the Commission or its Administrative Law Judge. In the event PDR&C is requested pursuant to subpoena or other legal process to produce or disclose any documents or other information relating to engagements for ComEd in judicial or administrative proceedings to which PDR&C is not a party, ComEd shall reimburse PDR&C at PDR&C's standard billing rates for its professional time and expenses, including reasonable attorneys' fees, incurred in responding to such requests.
10. PDR&C has previously entered into an agreement ("BSC Agreement") with BSC dated January 10, 2010, to which R3 is not a party. The BSC Agreement shall govern the rights of ComEd, BSC, and PDR&C in relation to this engagement except to the extent that the BSC Agreement is inconsistent with the terms of this letter, in which case this letter shall control. This letter reflects the entire agreement between PDR&C and R3 for the professional services set forth above.

March 30, 2010

Page 4



This letter and the BSC Agreement reflect the entire agreement between PDR&C and ComEd in connection with the professional services set forth above. This agreement is governed by the law of the State of Illinois, excluding any choice of law provisions.

Please sign, date and return, by scanned e-mail and regular mail, a copy of this letter to indicate your agreement with the above as soon as possible.

We look forward to working with you. Please call me if you have any questions.

Very truly yours,

ROONEY RIPPIE & RATNASWAMY LLP

By: \_\_\_\_\_  
E. Glenn Rippie  
Partner

AGREED AND ACCEPTED:

PDR&C Corporation

BY: \_\_\_\_\_  
Ron Williams  
President

\_\_\_\_\_  
Date

Contract

**Exelon**<sup>TM</sup>

COMED ENERGY DELIVERY

Contract: 01059402  
Release : 00073  
Executed: 12/14/2011  
Printed : 12/14/2011  
Page : 1

Mail Invoice To:

Vendor:  
MICHAEL F. DESANTIAGO  
PRIMERA ENGINEERING  
100 S. WACKER DR.  
SUITE 700  
CHICAGO IL 60606

Please Direct Inquiries to:

JEFFREY GENGLER  
Title: CONTRACT MANAGER  
Phone: 630-576-6141  
Fax : 630-437-2177

Ext:

Work Location:  
Accounts Payable  
EXELON BUSINESS SERVICES CO.  
An Exelon Company  
P. O. Box 8085  
Chicago IL 60680-8085

Title: EVALUATION OF COMED'S CUSTOMER OWNED POLES/FACILITIES  
\*\*\*\*\* CONTRACT RELEASE \*\*\*\*\*

Total Value : **REDACTED**  
Pricing Method: TIME & EQUIPMENT

\*\* NOT TO EXCEED \*\*

Contract Type : BLANKET CONTRACT  
Project :

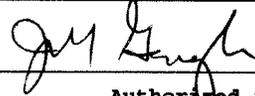
Start Date: 12/12/2011  
End Date : 12/31/2011

Vendor Authorized Signature

Printed Name/Title

Date Signed

Phone



Authorized Signature

12/14/11 Printed Name/Title

Date Signed

Phone

630-576-6141

\* \* \* End of Contract \* \* \*

Contract Requisition



COMED ENERGY DELIVERY

Requisition : 01018886
Status : APPROVED
Requested By: RSTKE
Printed By : PURJG
Printed : 12/14/11
Printed Time: 13:59
Page : 1

Title: EVALUATION OF COMED'S CUSTOMER OWNED POLES/FACILITIES

Requisition Type: BLANKET CONTRACT
Fac/Group/BU : CED 601
Start/End Dates : 12/12/2011 12/31/2011
Safety Code :
Auto Release : N
Reference :
Work Location : EXELON BUSINESS SERVICES CO.
An Exelon Company
P. O. Box 8085
Chicago IL 60680-8085
Field Estimate: REDACTED
Pricing Method: TIME & EQUIPMENT
Contract :
Project :
Taxable : N
Priority :

Scope of Work

Special Project Requirements

Indicate any special requirements (e.g., staking required, field meet with engineer)

Key Contacts

Analyst : PassPort PURJG Contact Name JEFFREY GENGLER Phone 630-576-6141
Invoice Apprv: CNDIZ Contact Name IRMA ZARAGOZA Phone 312/394-7543

Accounting Distribution

Percent 100.000000 BU 601 Fac CED GID Dept GL 08522 Op Unit Subacct 515010 Prd CS DCE
Reference: Project: 11RPDST11

Requisition Notes

Contract Requisition Notes

Customer Owned Poles

PROJECT DEFINITION

Contract Requisition



COMED ENERGY DELIVERY

**Requisition :** 01018886  
**Status :** APPROVED  
**Requested By:** RSTKE  
  
**Printed By :** PURJG  
**Printed :** 12/14/11  
  
**Printed Time:** 13:59  
**Page :** 2

The scope of this project is to survey 63 customer owned poles and collect data on the poles including . Provide a report for each location including: Photographs of the facilities (e.g. poles, trees, meters), Pole conditions: Age, Height / Class, GPS coordinates, General condition (e.g. cracks, top split, excessive decay), Guying (NESC), Conductor conditions: Clearances (NESC), Span lengths, General condition (e.g. broken strands), Pole attachments: Phone and/or CATV wire, Customer-owned electric wire, Metering equipment, Other attachments, Vegetation management issues, Other future maintenance issues and any access issues.

Primera will prepare a report for pole location with the above information and pictures of the pole and any issues.

COST ESTIMATE  
Engineering

**REDACTED**

SCHEDULE	Target Date	Notes
Scoping Document	12/8/11	
Scoping Document Approval	12/9/11	
Field Walkdowns Start	12/12/11	
Report	12/14/11	
Turnover	12/22/11	

RISKS (Assumptions/Comments/Walkdown Information) See below for general assumptions.

- Scoping document approval required
- Access issues with homeowners

DELIVERABLES:  
Report with pictures

REFERENCES  
Pole Maps

Scope of Work Template and Master File

This document must be attached to the Contract Requisition in PassPort.

WORK ORDER INFORMATION		
<b>Work Order #</b>	<b>Task #</b>	<b>Does this Requisition apply to any other Tasks on this Work Order? If so, list here.</b>
	01	No
<b>Work Order Type Code</b>	<b>Job Type Code</b>	<b>Discipline Type Code</b>
		CE – Contractor Engineering

VALTIN INFORMATION (WEST ONLY)	
<b>All Impacted Work Group Codes</b> (Refer to Attachment 3, Impacted Work Group Codes. List all codes that apply.)	<b>All Valtin Impact Office Codes</b> (Refer to Attachment 4, Valtin Impact Office Codes. List all codes that apply.)
N/A	N/A

SCOPE INSTALLATION SUMMARY	
<p>1. If all locations on the design drawing are included in this Requisition, enter <b>ALL</b> in the Scope of Contractor Request field.</p> <p>2. If all locations on the design drawing are <b>not</b> included in this Requisition, list the specific location numbers assigned to the Contractor in the Scope of Contractor Request field and the specific location numbers assigned to others (e.g., EED or another Contractor) in the Scope of Work by Others field.</p>	
<b>Scope of Contractor Request</b>	<p><b><u>PROVIDE:</u></b></p> <p>Engineering Review of Representative Sample Locations:</p> <p>1. Contract engineering firms to provide a report for each location including:</p> <ul style="list-style-type: none"> <li>▪ Photographs of the facilities (e.g. poles, trees, meters)</li> <li>▪ Pole conditions:                             <ul style="list-style-type: none"> <li>a. Age</li> <li>b. Height / Class</li> <li>c. GPS coordinates</li> </ul> </li> <li>▪ General condition (e.g. cracks, top split, excessive decay)</li> <li>▪ Guying (NESC)</li> <li>▪ Conductor conditions:                             <ul style="list-style-type: none"> <li>a. Clearances (NESC)</li> <li>b. Span lengths</li> <li>c. General condition (e.g. broken strands)</li> </ul> </li> <li>▪ Pole attachments:                             <ul style="list-style-type: none"> <li>a. Phone and/or CATV wire</li> <li>b. Customer-owned electric wire</li> <li>c. Metering equipment</li> <li>d. Other attachments</li> </ul> </li> <li>▪ Vegetation management issues</li> <li>▪ Other future maintenance issues</li> <li>▪ Access Issues</li> </ul> <p><b><u>DELIVERABLES LIST</u></b></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Overhead Pole maps</li> <li><input checked="" type="checkbox"/> Letter from ComEd authorizing field review of facilities</li> </ul>
<b>Scope of Work by Others</b>	None

Special Project Requirements
Indicate any special requirements (e.g., staking required, field meet with engineer)

Legal Services  
Business Services Company  
10 South Dearborn Street, 49<sup>th</sup> Floor  
Chicago, IL 60603

Telephone 312-394-5400  
Fax 312-394-3950  
[www.exeloncorp.com](http://www.exeloncorp.com)

Mail To: P.O. Box 806930  
Chicago, IL 60680-5930

Writer's Direct Phone  
312-394-7139

Writer's Fax Number  
312-394-3950

Writer's Email Address  
[anastasia.obrien@exeloncorp.com](mailto:anastasia.obrien@exeloncorp.com)

March 7, 2011

E. Glenn Rippie  
Rooney, Rippie & Ratnaswamy  
350 West Hubbard, Suite 430  
Chicago, Illinois 60654

Re: **Matter Name:** **Formula Rate Filing**  
**Matter Number:** **2011-000235**

Dear Glenn:

We are pleased that you and your firm will be able to advise Exelon Corporation, its subsidiaries and affiliated companies in connection with Formula Rate Filing as requested. Please reference the matter name, **Formula Rate Filing**, and our file number **2011-000235** on all correspondence.

This retention letter confirms your express representation that you have fully investigated the existence of any conflicts of interest and have determined that no such conflicts exist. This letter also confirms that we will be billed at the rates as set. As a reminder, you need to complete and return the enclosed Budget Template within thirty (30) days. The enclosed Matter Staffing Template should also be completed and return. Please be reminded that professionals may not be assigned to Exelon matters without prior written consent.

As counsel to Exelon, you acknowledge review and acceptance of Exelon Corporation's Billing and Procedural Guidelines for Outside Counsel, a copy of which is also enclosed. We hope you find this information to be a helpful description of how we wish to work together. We are confident you will help us succeed in satisfying the Company's need for prompt and cost effective legal assistance. We ask that you inform each attorney in your firm working on matters for us of these guidelines and expectations.

CFRC 0026670

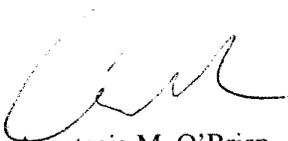
RCE 01133

Page 2  
E. Glenn Rippie  
March 7, 2011

You should submit your bills to us monthly, no later than 20 days after the last day of the month. Please note that Exelon's method of payment is via Automated Clearing House electronic payment (ACH). The bill should be addressed to:

Ms. Roxana Marquez  
Billing Coordinator  
Exelon Business Services Company  
P.O. Box 5930  
Chicago, Illinois 60680-5930

Sincerely,



Anastasia M. O'Brien  
Vice President and Deputy General Counsel, Regulatory  
AMO/bj

Enclosures    Matter Staffing Template  
                  Budget Template  
                  Exelon Billing and Procedural Guidelines for Outside Counsel

CFRC 0026671

RCE 01134



Business Services  
Company

Legal Services  
Business Services Company  
10 South Dearborn Street, 49<sup>th</sup> Floor  
Chicago, IL 60603

Telephone 312-394-5400  
Fax 312-394-3950  
www.exeloncorp.com

Mail To: P.O. Box 805930  
Chicago, IL 60680-5930

Writer's Direct Phone  
312-394-7139

Writer's Fax Number  
312-394-3950

Writer's Email Address  
anastasia.obrien@exeloncorp.com

March 7, 2011

E. Glenn Rippie  
Rooney, Rippie & Ratnaswamy  
350 West Hubbard, Suite 430  
Chicago, Illinois 60654

Re: **Matter Name:** **Filing Preparation**  
**Matter Number:** **2011-000237**

Dear Glenn:

We are pleased that you and your firm will be able to advise Exelon Corporation, its subsidiaries and affiliated companies in connection with Filing Preparation as requested. Please reference the matter name, **Filing Preparation**, and our file number **2011-000237** on all correspondence.

This retention letter confirms your express representation that you have fully investigated the existence of any conflicts of interest and have determined that no such conflicts exist. This letter also confirms that we will be billed at the rates as set. As a reminder, you need to complete and return the enclosed Budget Template within thirty (30) days. The enclosed Matter Staffing Template should also be completed and return. Please be reminded that professionals may not be assigned to Exelon matters without prior written consent.

As counsel to Exelon, you acknowledge review and acceptance of Exelon Corporation's Billing and Procedural Guidelines for Outside Counsel, a copy of which is also enclosed. We hope you find this information to be a helpful description of how we wish to work together. We are confident you will help us succeed in satisfying the Company's need for prompt and cost effective legal assistance. We ask that you inform each attorney in your firm working on matters for us of these guidelines and expectations.

CFRC 0026672

RCE 01135

Page 2  
E. Glenn Rippie  
March 7, 2011

You should submit your bills to us monthly, no later than 20 days after the last day of the month. Please note that Exelon's method of payment is via Automated Clearing House electronic payment (ACH). The bill should be addressed to:

Ms. Roxana Marquez  
Billing Coordinator  
Exelon Business Services Company  
P.O. Box 5930  
Chicago, Illinois 60680-5930

Sincerely,

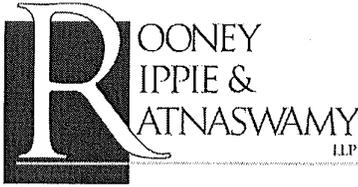


Anastasia M. O'Brien  
Vice President and Deputy General Counsel, Regulatory  
AMO/bj

Enclosures    Matter Staffing Template  
                  Budget Template  
                  Exelon Billing and Procedural Guidelines for Outside Counsel

CFRC 0026673

RCE 01136



February 1, 2012

Mr. Richard G. Bernet  
Associate General Counsel  
Exelon Business Services Company  
10 South LaSalle Street  
Chicago, Illinois 60680

**Via E-Mail**

richard.bernet@exeloncorp.com

Re: Fixed Fee Engagement Agreement

Dear Mr. Bernet:

This letter will set forth the terms of the negotiated alternative fee arrangement under which our firm, Rooney Rippie & Ratnaswamy LLP ("R3"), will provide legal services to Commonwealth Edison Company ("ComEd") on the terms and concerning the matters set forth below.

Scope of Work. R3 will provide legal services in connection with the filing by ComEd of its initial performance based formula rate and associated support under Section 16-108.5 of the Illinois Public Utilities Act, and represent ComEd before the Illinois Commerce Commission ("ICC") in the Commission's review thereof (the "Formula Rate Proceeding"). The scope of the representation will include such tasks as are assigned to R3 by ComEd including, without limitation, preparation and analysis of pleadings, motions, testimony, tariffs, and other exhibits and filings; discovery; hearing practice; trial, post-hearing, and exceptions briefing; preparation of a draft Proposed Order, preparation for and participation in oral argument; and preparation of an Application for Rehearing, if required. The scope of work covered by this arrangement will extend through the disposition by the Commission (through action or inaction within the specified time) of all applications for rehearing filed in the Formula Rate Proceeding, but will not include any appeals or proceedings on rehearing (should rehearing be granted, in whole or part) or on remand from an appellate court (should any appeal result in a remand), nor any collateral proceedings. This fee arrangement governs charges for all work performed by R3 on or after December 1, 2011 on the Formula Rate Proceeding. However, as provided below, the amount of that fee takes into account all prior work on this same matter, as well.

**REDACTED**

**REDACTED**

**REDACTED**

Disbursements. R3 will invoice ComEd separately for the fees and costs of outside experts that we retain at ComEd's request. Charges to ComEd will include only charges invoiced to R3, with no markup or additional charges for overhead or processing. Other disbursements authorized under the Exelon companies' *Billing and Procedural Guidelines for Outside Counsel* ("Guidelines") or by express authorization of ComEd are not included in R3's fee and shall be reimbursed by ComEd in accordance with the Guidelines.

**REDACTED**

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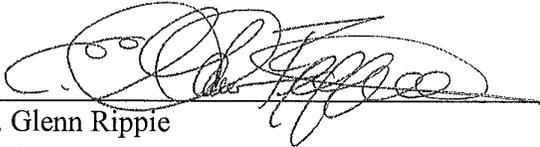


If these terms are acceptable to ComEd, please so indicate by signing a copy in the space provided below and returning a signed copy to me.

We look forward to continuing to provide ComEd with the best quality legal services at the most competitive cost. Please call me if you have any questions.

Very truly yours,

ROONEY RIPPIE & RATNASWAMY LLP

By:   
E. Glenn Rippie  
Partner

AGREED AND ACCEPTED:  
Commonwealth Edison Company

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

\_\_\_\_\_

Date: \_\_\_\_\_

March 20, 2012

Mr. Richard G. Bernet  
Associate General Counsel  
Exelon Business Services Company  
10 South LaSalle Street  
Chicago, Illinois 60680

**Via E-Mail**  
richard.bernet@exeloncorp.com

Re: Fixed Fee Engagement Agreement

Dear Mr. Bernet:

This letter will set forth the terms of the negotiated alternative fee arrangement under which our firm, Rooney Rippie & Ratnaswamy LLP (“R3”), will provide legal services to Commonwealth Edison Company (“ComEd”) on the terms and concerning the matters set forth below.

Scope of Work. R3 will provide legal services in connection with ComEd upcoming performance based formula rate and reconciliation filing to be submitted to the Illinois Commerce Commission (“ICC”) under Section 16-108.5 of the Illinois Public Utilities Act on May 1, 2012 and the litigated Commission proceeding that will follow (collectively, the “2012 Formula Rate Proceeding”). The scope of the representation will include representing ComEd in the Commission litigation and performing such tasks as are assigned by ComEd in connection with that matter including, without limitation, preparation and analysis of pleadings, motions, testimony, tariffs, and other exhibits and filings; discovery; hearing practice; trial, post-hearing, and exceptions briefing; preparation of a draft Proposed Order, preparation for and participation in oral argument; and preparation of an Application for Rehearing, if required. The scope of work covered by this Agreement will extend through the disposition by the Commission (through action or inaction within the specified time) of all applications for rehearing filed in the 2012 Formula Rate Proceeding, but will not include any appeals or proceedings on rehearing (should rehearing be granted, in whole or part) or on remand from an appellate court (should any appeal result in a remand), nor any collateral proceedings. This fee arrangement governs charges for all work performed by R3 on or after March 1, 2012 on the 2012 Formula Rate Proceeding.

**REDACTED**



**REDACTED**

**REDACTED**

Disbursements. R3 will invoice ComEd separately for the fees and costs of outside experts that we retain at ComEd's request. Charges to ComEd will include only charges invoiced to R3, with no markup or additional charges for overhead or processing. Other disbursements authorized under the Exelon companies' *Billing and Procedural Guidelines for Outside Counsel* ("Guidelines") or by express authorization of ComEd are not included in R3's fee and shall also be reimbursed by ComEd in accordance with the Guidelines.

**REDACTED**

If these terms are acceptable to ComEd, please so indicate by signing a copy in the space provided below and returning a signed copy to me.

[REMAINDER OF PAGE INTENTIONALLY BLANK]



We look forward to continuing to provide ComEd with the best quality legal services at the most competitive cost. Please call me if you have any questions.

Very truly yours,

ROONEY RIPPKE & RATNASWAMY LLP

By:   
E. Glenn Rippke  
Partner

AGREED AND ACCEPTED:  
Commonwealth Edison Company

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

Date: \_\_\_\_\_



July 26, 2012

Mr. Richard G. Bernet  
Associate General Counsel  
Exelon Business Services Company  
10 South LaSalle Street  
Chicago, Illinois 60680

**Via E-Mail**  
richard.bernet@exeloncorp.com

Re: Fixed Fee Engagement Agreement

Dear Mr. Bernet:

This letter will set forth the negotiated alternative fee arrangement under which our firm, Rooney Rippie & Ratnaswamy LLP (“R3”), will provide legal services to Commonwealth Edison Company (“ComEd”) on the matters set forth below.

Scope of Fixed Fee Representation. In exchange for the fixed fee stated below and in consideration of the other terms stated herein, R3 will represent ComEd in proceedings on rehearing of ComEd’s initial performance based formula rate case, Illinois Commerce Commission (“ICC”) Docket No. 11-0721. The scope of the representation includes providing legal services as requested and assigned by ComEd in connection with the rehearing including, without limitation: preparation and analysis of pleadings, motions, testimony, tariffs, and other exhibits and filings; discovery; hearing practice; post-hearing and exceptions briefing; preparation of a draft Proposed Order; preparation for and participation in oral argument; and analysis of the final Order on rehearing. This representation will be deemed to have begun as of the June 22, 2012, issuance of the Commission’s Order denying in part and granting in part ComEd’s Application for Rehearing and it will end on the earlier of the issuance of the Commission’s final Order in this rehearing or 150 days after the commencement of rehearing proceedings, whichever is earlier, *provided that* work undertaken thereafter (a) summarizing said final Order, and/or (b) preparing a compliance tariff or informational filing, if one is required, shall be included. The scope of the representation shall not include any appeals or proceedings related to any additional rehearing (should such an additional rehearing be granted, in whole or part) or on remand from an appellate court (should any appeal result in a remand), nor any collateral proceedings.

**REDACTED**



**REDACTED**

Disbursements. R3 will invoice ComEd separately for the fees and costs of outside experts that we retain at ComEd's request. Charges to ComEd will include only charges invoiced to R3, with no markup or additional charges for overhead or processing. Other disbursements authorized under the Exelon companies' *Billing and Procedural Guidelines for Outside Counsel* ("Guidelines") or by express authorization of ComEd are not included in R3's fee and shall also be reimbursed by ComEd in accordance with the Guidelines.

**REDACTED**

If these terms with respect to fees are acceptable to ComEd, please so indicate by signing a copy in the space provided below and returning a signed copy to me.

We look forward to continuing to provide ComEd with the best quality legal services at the most competitive cost. Please call me if you have any questions.

Very truly yours,

ROONEY RIPPPIE & RATNASWAMY LLP

By:   
E. Glenn Rippie  
Partner

AGREED AND ACCEPTED:  
Commonwealth Edison Company

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

Date: \_\_\_\_\_

July 1, 2010

Mr. Salvatore Fiorella  
SFIO Consulting  
22560 Home Court  
Frankfort, Illinois 60423-8192

**Via E-Mail**  
s.fiorella@comcast.net

Re: Engagement Agreement

Dear Dr. Fiorella:

This Engagement Agreement ("Agreement") will confirm that Rooney Rippie & Ratnaswamy LLP ("R3") is retaining your firm ("SFIO") to work as a consulting expert on behalf of Commonwealth Edison Company ("ComEd"). The engagement will consist of tasks, supervised by attorneys from ComEd's Legal Department, R3, and Exelon Business Services Company ("BSC"), relating to ComEd's pending general rate filing and an upcoming alternative regulation proposal. All communications, data, workpapers, and reports – unless clearly stated otherwise by R3 and ComEd – should be considered privileged and/or work product created at the direction and request of counsel.

In connection with this engagement, it is agreed among R3 and SFIO that:

1. The primary term of this Agreement shall be deemed to have commenced as of May 1, 2010, and will extend through the conclusion of the project and/or the ICC proceedings described above, including any proceedings on rehearing thereof; however, this Agreement shall be terminable at will by R3; and, upon termination, you shall be paid the full amount due for services rendered and reasonable costs incurred and not paid for up to that time, including the reasonable costs of return travel for those SFIO personnel who were performing this engagement in the Chicago, Illinois area to their home locations.

2.

**REDACTED**

**REDACTED** The hourly /hour rate is exclusive of reasonable expenses. If and when intercity travel is required, time will be billed from the vicinity of the office or residence of the SFIO's personnel to the R3 or ComEd office, except that travel time actually spent on other matters will not be charged to the engagement.

**REDACTED**

3. SFIO will itemize any reasonable out-of-pocket expenses incurred by you in the performance of your services hereunder; **REDACTED**  
**REDACTED**
4. SFIO will invoice R3 monthly for its fees and expenses, which invoices will reasonably describe the work underlying such fees (supporting time sheets, invoices, vouchers or receipts will be provided upon request).
5. Payment of SFIO's fees and expenses shall be made by R3 or by ComEd directly to SFIO, in each case after your invoices are reviewed by both R3 and ComEd; R3 will submit invoices to ComEd promptly and will pay SFIO promptly upon receipt of funds from ComEd. **REDACTED**  
**REDACTED**
6. Any work product and deliverables created by SFIO in connection with this engagement belong to ComEd.
7. SFIO is not an agent, employee, partner, joint venturer, or legal representative of R3 or ComEd and is not authorized to do business in the name of or to obligate R3 or ComEd in any way.
8. Neither party will be liable to the other in connection with your engagement hereunder, or in connection with any matter relating thereto, for any indirect, special, punitive, consequential or incidental damages, including loss of profits.
9. You acknowledge that by virtue of rendering the professional services described above, on behalf of R3 and ComEd, SFIO may obtain access to confidential information which, if disclosed, would be detrimental to ComEd. SFIO agrees to hold all such information furnished by R3 or ComEd in confidence and not disclose it in whole or in part to any third party without the prior written consent of R3 or ComEd. In addition, you may in preparing testimony be required to review confidential data received from other parties, and if this is the case, you agree to be bound by any confidentiality agreement governing such data that has been approved by the Commission or its Administrative Law Judge. In the event SFIO is requested pursuant to subpoena or other legal process to produce or disclose any documents or other information relating to engagements for ComEd in judicial or administrative proceedings to which SFIO is not a party, ComEd shall reimburse SFIO at SFIO's standard billing rates for its professional time and expenses, including reasonable attorneys' fees, incurred in responding to such requests.
10. This letter reflects the entire agreement between SFIO and R3 for the professional services set forth above. This agreement is governed by the law of the State of Illinois, excluding any choice of law provisions.

July 1, 2010  
Page 3



Please sign, date and return, by scanned e-mail and regular mail, a copy of this letter to indicate your agreement with the above as soon as possible.

We look forward to working with you. Please call me if you have any questions.

Very truly yours,

ROONEY RIPPKE & RATNASWAMY LLP

By:

\_\_\_\_\_  
E. Glenn Rippie  
Partner

AGREED AND ACCEPTED:

\_\_\_\_\_  
SFIO Consulting

July 1, 2010 57  
Date

RCE 01147



Kingsbury Center, Suite 1301, 170 W. Hubbard St., Chicago, IL 60634 | P: 312-447-2800 | F: 312-447-2890 | www.r3law.com

E. Glenn Rippie  
(312) 447-2828  
glenn.rippie@r3law.com

August 10, 2011

Salvatore Fiorella  
SFIO CONSULTING, INC.  
22560 Home Court  
Frankfort, Illinois 60423-8192

VIA EMAIL  
s.fiorella@comcast.net

Re: Engagement Agreement

Dear Mr. Fiorella:

This letter will serve as an Amended and Restated Engagement Agreement ("Agreement") between Rooney Rippie & Ratnaswamy LLP ("R3") and your firm, SFIO Consulting, Inc. ("SFIO"). It will become effective as of August 1, 2011, and amends and restates the prior engagement agreement dated as of May 12, 2011. As so amended and restated, SFIO shall provide consulting expert services on behalf of Commonwealth Edison Company ("ComEd"), and possibly to provide expert testimony, in connection with a possible general rate filing in 2011 with the Illinois Commerce Commission ("ICC"). The engagement will consist of tasks, supervised by attorneys from R3, ComEd's Legal Department, and Exelon Business Services Company ("BSC"), and Dr. Ross Hemphill and Ms. Kathryn Houtsma (Vice Presidents of ComEd) relating to ComEd's possible general rate filing. All communications, data, work papers, and reports – unless clearly stated otherwise by R3 and ComEd – should be considered privileged and/or work product created at the direction and request of counsel.

In connection with this engagement, it is agreed among R3 and SFIO that:

1. The primary term of this Agreement shall be deemed to have commenced as of May 1, 2011, and will extend through the conclusion of the possible ICC proceedings described above, including any proceedings on rehearing thereof; however, this Agreement shall be terminable at will by R3; and, upon termination, you shall be paid the full amount due for services rendered and reasonable costs incurred and not paid for up to that time, including the reasonable costs of return travel for those SFIO personnel who were performing this engagement in the Chicago, Illinois, area to their home locations.
2. John Hengtgen will perform a cash working capital study, prepare possible direct, rebuttal, and surrebuttal testimony, and respond to discovery. Mr. Hengtgen's primary contacts at ComEd will be Mr. Richard Bernet (of BSC) and Ms. Kathryn

CFRC 0026662

RCE 01148



Houtsma.

**REDACTED**  
**REDACTED**

3. Charles Box will perform strategic analysis and other related tasks, as directed by Dr. Hemphill.  
**REDACTED**  
**REDACTED**
4. Salvatore Fiorella will perform strategic and rate analysis and other related tasks, as directed. Mr. Fiorella's primary contact at ComEd will be Dr. Hemphill. Mr.  
**REDACTED**
5. SFIO's hourly rates are exclusive of reasonable expenses. If and when intercity travel is required, time will be billed from the vicinity of the office or residence of the SFIO personnel to the R3 or ComEd office, except that travel time actually spent on other matters will not be charged to the engagement. SFIO's compensation is not in any way contingent on the outcome of any ICC proceeding, and no adjustment may be made to the charges or hourly rates as a result of the outcome of any such proceeding.
6. SFIO will itemize any reasonable out-of-pocket expenses incurred by you in the performance of your services hereunder:  
**REDACTED**  
**REDACTED**
7. SFIO will invoice R3 monthly for its fees and expenses, which invoices will reasonably describe the work underlying such fees (supporting time sheets, invoices, vouchers or receipts will be provided upon request).
8. Payment of SFIO's fees and expenses shall be made by R3 or by ComEd directly to SFIO, in each case after your invoices are reviewed by both R3 and ComEd; R3 will submit invoices to ComEd promptly and will pay SFIO promptly upon receipt of funds from ComEd.  
**REDACTED**  
**REDACTED**
9. Any work product and deliverables created by SFIO in connection with this engagement belong to ComEd.
10. SFIO is not an agent, employee, partner, joint venturer, or legal representative of R3 or ComEd and is not authorized to do business in the name of or to obligate R3 or ComEd in any way.

**CFRC 0026663**

**RCE 01149**



11. Neither party will be liable to the other in connection with your engagement hereunder, or in connection with any matter relating thereto, for any indirect, special, punitive, consequential or incidental damages, including loss of profits.
12. You acknowledge that by virtue of rendering the professional services described above, on behalf of R3 and ComEd, SFIO may obtain access to confidential information which, if disclosed, would be detrimental to ComEd. SFIO agrees to hold all such information furnished by R3 or ComEd in confidence and not disclose it in whole or in part to any third party without the prior written consent of R3 or ComEd. In addition, you may in preparing testimony be required to review confidential data received from other parties, and if this is the case, you agree to be bound by any confidentiality agreement governing such data that has been approved by the Commission or its Administrative Law Judges. In the event SFIO is requested pursuant to subpoena or other legal process to produce or disclose any documents or other information relating to engagements for ComEd in judicial or administrative proceedings to which SFIO is not a party, ComEd shall reimburse SFIO at SFIO's standard billing rates for its professional time and expenses, including reasonable attorneys' fees, incurred in responding to such requests.
13. This letter reflects the entire agreement between SFIO and R3 for the professional services set forth above. This agreement is governed by the law of the State of Illinois, excluding any choice of law provisions.

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Salvatore Fiorella  
August 10, 2011  
Page 4



To indicate your agreement with the above, please sign, date, and return by scanned e-mail and regular mail a copy of this letter as soon as possible.

We look forward to working with you. Please call me if you have any questions.

Very truly yours,

ROONEY RIPPY & RATNASWAMY LLP

By:

E. Glenn Rippie  
Partner

AGREED AND ACCEPTED:

SFIO Consulting

Date: 8/10/11

CFRC 0026665

RCE 01151

224 South Michigan Avenue  
Suite 1100  
Chicago, Illinois 60604-2516  
Tel 312 660 7600 Fax 312 692 1718

Mark R. Johnson

(312) 660-7628  
mjohnson@eimerstahl.com

February 27, 2012

Salvatore Fiorella  
SFIO Consulting, Inc.  
22560 Home Court  
Frankfort, Illinois 60423-8192

Re: ComEd Formula Rate Case – Docket No. 11-0721

Dear Mr. Fiorella:

This letter will set forth the terms under which SFIO Consulting, Inc. (“SFIO”) will perform services on behalf of Commonwealth Edison Company (“ComEd”) in connection with ComEd’s Formula Rate Case – Docket No. 11-0721, currently pending before the Illinois Commerce Commission. The retention arrangement will be between Eimer Stahl LLP and SFIO, but the Honorable Charles Box will be primarily responsible for the work performed and will be the testifying witness, and ComEd will be the ultimate recipient of your services and the party that will ultimately be responsible for your fees.

We anticipate that the scope of your retention will be to analyze and describe issues related to the recovery of ComEd’s pension-related expense, which will require the preparation of written surrebuttal testimony and possibly an appearance at an evidentiary hearing. Additional services may be performed as well, as we may request from time to time.

**REDACTED**

**REDACTED** ComEd will also reimburse Mr. Box for reasonable out of pocket expenses. we ask that SFIO submit invoices, addressed to me, on a monthly basis.

You agree that you will not assign additional personnel to this matter without consulting us first and obtaining our consent. You also agree that you, Mr. Box and SFIO will maintain in confidence all materials provided to you in connection with this engagement.

This engagement is subject to termination by either party at any time for any or no reason and without any further liability, except for services performed prior to the notice of termination.

Chicago • Houston

Salvatore Fiorella  
February 27, 2012  
Page 2

If the terms of this letter are acceptable to you, please so indicate by signing a copy of this letter on the line designated below, and return a signed copy to me.

We look forward to working with you on this important matter.

Sincerely,



Mark R. Johnson

MRJ/acl

Accepted  
SFIO Consulting

By Salvatore Fiorella  
Salvatore Fiorella



E. Glenn Rippie  
(312) 447-2828  
glenn.rippie@r3law.com

July 6, 2012

Salvatore Fiorella  
SFIO CONSULTING, INC.  
22560 Home Court  
Frankfort, Illinois 60423-8192

VIA EMAIL  
s.fiorella@comcast.net

Re: Engagement Agreement

Dear Mr. Fiorella:

This Engagement Agreement (“Agreement”) will confirm that Rooney Rippie & Ratnaswamy LLP (“R3”) is retaining SFIO Consulting, Inc. (“SFIO”) and certain of its personell to act as consulting experts on behalf of Commonwealth Edison Company (“ComEd”) in connection with proceedings before the Illinois Commerce Commission (“ICC”) regarding its 2012 formula rate update and reconciliation proceeding. Counsel to ComEd on this matter includes, in addition to R3, attorneys from ComEd’s Legal Department and Exelon Business Services Company (“BSC”), and attorneys from EimerStahl LLP. The engagement will consist of tasks, supervised by attorneys from R3, ComEd’s Legal Department, and Exelon Business Services Company (“BSC”), and Dr. Ross Hemphill and Ms. Kathryn Houtsma (Vice Presidents of ComEd) relating to ComEd’s filing. All communications, data, work papers, and reports – unless clearly stated otherwise by R3 and ComEd – should be considered privileged and/or work product created at the direction and request of counsel.

In addition, Mr. Hengtgen may (solely at ComEd’s and R3’s option) be asked to provide testimony concerning his findings to the ICC. In this case, additional tasks would include preparing written expert testimony to be submitted to the ICC, responding to discovery relating to that testimony, and to thereafter present that testimony like and be subject to cross-examination as an expert witness. In that event, certain communications with these individuals, as well as materials on which they have relied, may be discoverable. ComEd counsel will work with SFIO and Mr. Hengtgen to ascertain the extent of the information subject to discovery.

In connection with this engagement, it is agreed among R3 and SFIO that:

1. The primary term of this Agreement shall be deemed to have commenced as of March 15, 2012, and will extend through the conclusion of the possible ICC proceedings described above, including any proceedings on rehearing thereof; however, this Agreement shall be terminable at will by R3; and, upon termination, you shall be paid the full amount due for services rendered and reasonable costs incurred and not paid for up to that time, including the reasonable costs of return travel for those SFIO personnel who were performing this engagement in the Chicago, Illinois, area to their home locations.
2. John Hengtgen will perform a cash working capital study, prepare possible direct, rebuttal, and surrebuttal testimony, and respond to discovery. Mr. Hengtgen's primary contacts at ComEd will be Mr. Richard Bernet (of BSC) and Ms. Kathryn Houtsma. **REDACTED**
3. Charles Box will perform strategic analysis and other related tasks, as directed by Dr. Hemphill. **REDACTED**
4. Salvatore Fiorella will perform strategic and rate analysis and other related tasks, as directed. Mr. Fiorella's primary contact at ComEd will be Dr. Hemphill. **REDACTED**  
**REDACTED**
5. SFIO's hourly rates are exclusive of reasonable expenses. If and when intercity travel is required, time will be billed from the vicinity of the office or residence of the SFIO personnel to the R3 or ComEd office, except that travel time actually spent on other matters will not be charged to the engagement. SFIO's compensation is not in any way contingent on the outcome of any ICC proceeding, and no adjustment may be made to the charges or hourly rates as a result of the outcome of any such proceeding.
6. SFIO will itemize any reasonable out-of-pocket expenses incurred by you in the performance of your services hereunder; **REDACTED**
7. SFIO will invoice R3 monthly for its fees and expenses, which invoices will reasonably describe the work underlying such fees (supporting time sheets, invoices, vouchers or receipts will be provided upon request).

8. Payment of SFIO's fees and expenses shall be made by R3 or by ComEd directly to SFIO, in each case after your invoices are reviewed by both R3 and ComEd; R3 will submit invoices to ComEd promptly and will pay SFIO promptly upon receipt of funds from ComEd. **REDACTED**
9. Any work product and deliverables created by SFIO in connection with this engagement belong to ComEd.
10. SFIO is not an agent, employee, partner, joint venturer, or legal representative of R3 or ComEd and is not authorized to do business in the name of or to obligate R3 or ComEd in any way.
11. Neither party will be liable to the other in connection with your engagement hereunder, or in connection with any matter relating thereto, for any indirect, special, punitive, consequential or incidental damages, including loss of profits.
12. You acknowledge that by virtue of rendering the professional services described above, on behalf of R3 and ComEd, SFIO may obtain access to confidential information which, if disclosed, would be detrimental to ComEd. SFIO agrees to hold all such information furnished by R3 or ComEd in confidence and not disclose it in whole or in part to any third party without the prior written consent of R3 or ComEd. In addition, you may in preparing testimony be required to review confidential data received from other parties, and if this is the case, you agree to be bound by any confidentiality agreement governing such data that has been approved by the Commission or its Administrative Law Judges. In the event SFIO is requested pursuant to subpoena or other legal process to produce or disclose any documents or other information relating to engagements for ComEd in judicial or administrative proceedings to which SFIO is not a party, ComEd shall reimburse SFIO at SFIO's standard billing rates for its professional time and expenses, including reasonable attorneys' fees, incurred in responding to such requests.
13. To the extent that we ask you to reach conclusions or form opinions, we understand that you are obligated to give us your best independent judgment without regard to the impact that such conclusions or opinions may have upon the above referenced matter. SFIO has not made and cannot make any guarantees regarding the nature or admissibility of its opinions or the outcome of any legal proceeding.
14. This letter reflects the entire agreement between SFIO and R3 for the professional services set forth above. This agreement is governed by the law of the State of Illinois, excluding any choice of law provisions.

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Salvatore Fiorella  
July 6, 2012  
Page 4

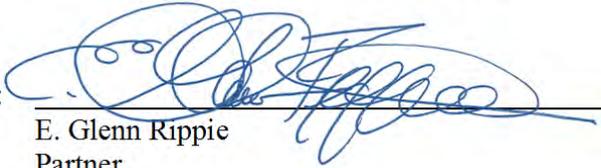


To indicate your agreement with the above, please sign, date, and return by scanned e-mail and regular mail a copy of this letter as soon as possible.

We look forward to working with you. Please call me if you have any questions.

Very truly yours,

ROONEY RIPPPIE & RATNASWAMY LLP

By:   
E. Glenn Rippie  
Partner

AGREED AND ACCEPTED:

\_\_\_\_\_  
SFIO Consulting

Date: \_\_\_\_\_

Salvatore Fiorella  
July 6, 2012  
Page 4



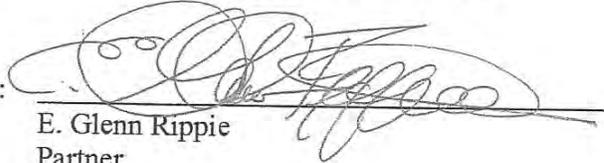
To indicate your agreement with the above, please sign, date, and return by scanned e-mail and regular mail a copy of this letter as soon as possible.

We look forward to working with you. Please call me if you have any questions.

Very truly yours,

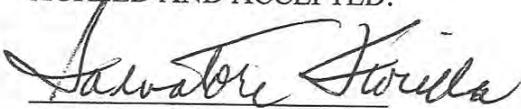
ROONEY RIPPKE & RATNASWAMY LLP

By:



E. Glenn Rippie  
Partner

AGREED AND ACCEPTED:



SFIO Consulting

Date:

7/6/12

Legal Services  
Business Services Company  
10 South Dearborn Street, 49<sup>th</sup> Floor  
Chicago, IL 60603

Telephone 312-394-5400  
Fax 312-394-3950  
www.exeloncorp.com

Mail To: P.O. Box 805930  
Chicago, IL 60680-5930

**Writer's Direct Phone**  
312-394-7139

**Writer's Fax Number**  
312-394-3950

**Writer's Email Address**  
anastasia.obrien@exeloncorp.com

August 3, 2011

Richard W. Astle, Esq.  
Sidley Austin LLP  
One South Dearborn Street  
Chicago, IL 60603

Re: **Matter Name: 2011 Formula Rate Filing**  
**Matter Number: 2011-000235**

Dear Dick:

We are pleased that you and your firm will be able to advise Exelon Corporation, its subsidiaries and affiliated companies in connection with the filing preparation. Please reference the matter name, "**2011 Formula Rate Filing**" and our file number **2011-000235** on all correspondence.

This retention letter confirms your express representation that you have fully investigated the existence of any conflicts of interest and have determined that no such conflicts exist. **REDACTED**

**REDACTED** As a reminder, you need to complete an Early Matter Assessment, Staffing Template and a Budget Template within thirty (30) days. These forms can be found on our extranet site (<https://team.exeloncorp.com/sites/ExelonOutsideCounsel>).

As Counsel to Exelon, you acknowledge that you have reviewed and accepted Exelon's Billing and Procedural Guidelines. Exelon's Billing and Procedural Guidelines can be found on our extranet site. We hope you find this information to be a helpful description of how we wish to work together. We are confident you will help us succeed in satisfying the Company's need for prompt and cost effective legal assistance. We ask that you inform each attorney in your firm working on matters for us of these guidelines and expectations.

Sincerely,



Anastasia M. O'Brien  
Vice President and Deputy General Counsel, Regulatory

cc: Sandra H. Byrne  
Roxana Bashqawi

**CFRC 0026674**

**RCE 01159**

Legal Services  
Business Services Company  
10 South Dearborn Street, 49<sup>th</sup> Floor  
Chicago, IL 60603

Telephone 312-394-5400  
Fax 312-394-3950  
www.exeloncorp.com

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Chicago, IL 60680-5930

**Writer's Direct Phone**  
312-394-7139

**Writer's Fax Number**  
312-394-3950

**Writer's Email Address**  
anastasia.obrien@exeloncorp.com

August 3, 2011

Richard W. Astle, Esq.  
Sidley Austin LLP  
One South Dearborn Street  
Chicago, IL 60603

Re: **Matter Name: Filing Preparation**  
**Matter Number: 2011-000237**

Dear Dick:

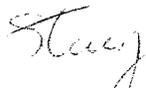
We are pleased that you and your firm will be able to advise Exelon Corporation, its subsidiaries and affiliated companies in connection with the filing preparation. Please reference the matter name, "**Filing Preparation**" and our file number **2011-000237** on all correspondence.

This retention letter confirms your express representation that you have fully investigated the existence of any conflicts of interest and have determined that no such conflicts exist. **REDACTED**  
**REDACTED**

arrangement has been negotiated, describe here]. As a reminder, you need to complete an Early Matter Assessment, Staffing Template and a Budget Template within thirty (30) days. These forms can be found on our extranet site (<https://team.exeloncorp.com/sites/ExelonOutsideCounsel>).

As Counsel to Exelon, you acknowledge that you have reviewed and accepted Exelon's Billing and Procedural Guidelines. Exelon's Billing and Procedural Guidelines can be found on our extranet site. We hope you find this information to be a helpful description of how we wish to work together. We are confident you will help us succeed in satisfying the Company's need for prompt and cost effective legal assistance. We ask that you inform each attorney in your firm working on matters for us of these guidelines and expectations.

Sincerely,



Anastasia M. O'Brien  
Vice President and Deputy General Counsel, Regulatory

cc: Sandra H. Byrne  
Roxana Bashqawi

CFRC 0026675

RCE 01160

Legal Services  
Business Services Company  
10 South Dearborn Street, 49<sup>th</sup> Floor  
Chicago, IL 60603

Telephone 312-394-5400  
Fax 312-394-3950  
www.exeloncorp.com

Mail To: P.O. Box 805930  
Chicago, IL 60680-5930

**Writer's Direct Number and E-Mail**  
(312) 394-7139  
anastasia.obrien@exeloncorp.com

**Writer's Fax Number**  
(312) 394-3950

June 15, 2012

Richard W. Astle, Esq.  
Sidley Austin LLP  
One South Dearborn Street  
Chicago, IL 60603

Re: **Matter Name: 2012 Formula Rate Filing**  
**Matter Number: 2012-000126**

Dear Dick:

We are pleased that you and your firm will be able to advise and counsel Exelon Corporation, its subsidiaries and affiliated companies in connection with this ComEd regulatory matter as requested. Please reference our matter name, "**2012 Formula Rate Filing**," and our file number **2012-000126** on all correspondence.

This retention letter confirms your express representation that you have fully investigated the existence of any conflicts of interest and have determined that no such conflicts exist. **REDACTED**  
**REDACTED** As a reminder, you will need to complete and return to me the enclosed Staffing and Budget Templates within **thirty (30) days**. These forms can be found on our extranet site. ([www.ExelonLegal.com](http://www.ExelonLegal.com))  
**Additionally, we ask that you please provide us with a detailed work plan for this matter.**

As Counsel to Exelon, you acknowledge that you have reviewed and accepted Exelon's Billing Guidelines which were shared with your firm in the RFP process. A revised set of Billing Guidelines can be found on our extranet site. We hope you find this information to be a helpful description of how we wish to work together. We are confident you will help us succeed in satisfying the Company's need for prompt and cost effective legal assistance. We ask that you inform each attorney in your firm working on matters for us of these guidelines and expectations.

Sincerely,



Anastasia M. O'Brien  
Vice President and Deputy General Counsel, Regulatory

AMO/bj

cc: Sandra H. Byrne  
Roxana Marquez

## Siemens Energy - Transmission Loss Study

Consultant shall provide a Transmission Load Study in accordance with ComEd's Request for Proposal for a Contractor to complete a Transmission Load Study dated August 25, Addendum No. 1 dated September 12, 2011 to ComEd's RFP for Transmission Loss Study and Consultant's Proposal dated September 16, 2011 and supplement email dated September 24, 2011.

Consultant shall perform the following scope of work:

Using ComEd's 1999 Transmission Loss Study provide a updated Transmission Loss Study to determine annual and for peak day losses in the ComEd transmission system. From the RFP:

Review the Final Order in ICC Docket No. 10-0467 (pages 285-292) to understand the background of the requirement to produce a transmission loss study.

Meet with ComEd after contract is awarded to obtain approval of the approach, schedule, data requirements and deliverables prior to executing the analysis.

Evaluate annual energy losses and peak hour losses for calendar year 2010 for all elements of the ComEd transmission system using simulation and / or measurements of power flow.

Provide a detailed report of the approach used, analysis methods, analysis tools, data utilized, assumptions relied upon to complete the loss analysis, and results of the analysis, including limitations on the accuracy of the results.

The Transmission Load Study shall be submitted no later than December 1, 2011.

**REDACTED**

Senior Manager Consulting  
Senior Staff Consultant  
Staff Consultant  
Senior Consultant  
Consultant

**REDACTED**

Travel and Living expenses shall be invoiced at actual cost.

Regulatory Services Estimate will be determined at a later date.

Consultant's Key Personnel for the scope of work shall be as follows:

Douglas Brown  
Greg Woodworth  
Octavio Gutierrez

**CFRC 0026666**

**RCE 01162**

## Siemens Energy - Transmission Loss Study

Any changes to "Key Personnel" must be approved by ComEd.

The following attached document shall form part of this Contract:  
Exelon General Terms and Conditions, GT&C Rev. 8/20/09 as modified and executed  
on October 5, 2011.



C:\Documents and  
Settings\irbd\My Doc

**CFRC 0026667**

**RCE 01163**

## Siemens Energy - Transmission Loss Study

### Scope of Work

Using ComEd's 1999 Transmission Loss Study provide a updated transmission loss study to determine annual and for peak day losses in the ComEd transmission system. From the RFP:

Review the Final Order in ICC Docket No. 10-0467 (pages 285-292) to understand the background of the requirement to produce a transmission loss study.

Meet with ComEd after contract is awarded to obtain approval of the approach, schedule, data requirements and deliverables prior to executing the analysis.

Evaluate annual energy losses and peak hour losses for calendar year 2010 for all elements of the ComEd transmission system using simulation and / or measurements of power flow.

Provide a detailed report of the approach used, analysis methods, analysis tools, data utilized, assumptions relied upon to complete the loss analysis, and results of the analysis, including limitations on the accuracy of the results.



Contract

COMED ENERGY DELIVERY

Contract: 01095961  
Release :  
Executed: 09/30/2011  
Printed : 10/06/2011  
Page : 1

Mail Invoice To:

Vendor:  
DANIEL WOO  
SIEMENS ENERGY, SIEMENS POWER TECHNOLOGI  
400 STATE STREET  
P.O. BOX 1058  
SCHENECTADY NY 12301-1058

Please Direct Inquiries to:

DAVID HOLMES  
Title: SR CATEGORY MANAGER  
Phone: 215-841-6952 Ext:  
Fax : 215-841-5005

Work Location:  
Accounts Payable  
EXELON BUSINESS SERVICES CO.  
An Exelon Company  
P. O. Box 8085  
Chicago IL 60680-8085

Title: TRANSMISSION LOSS STUDY

Total Value : REDACTED USD  
Pricing Method: NOT TO EXCEED

\*\* NOT TO EXCEED \*\*

Contract Type : PROFESSIONAL SERVICES  
Project :

Start Date: 09/28/2011  
End Date : 02/29/2012

Vendor Authorized Signature

Martin Weiss, Controller

Printed Name/Title

10/07/2011 518 395 9000

Date Signed

Phone

Authorized Signature

DAVID A HOLMES/SR. CATEGORY MGR.

Printed Name/Title

10-7-2011 215-841-6952

Date Signed

Phone

\*\*\* End of Contract \*\*\*

Consultant shall provide a Transmission Load Study in accordance with ComEd's Request for Proposal for a Contractor to complete a Transmission Load Study dated August 25, Addendum No. 1 dated September 12, 2011 to ComEd's RFP for Transmission Loss Study and Consultant's Proposal dated September 16, 2011 and supplement email dated September 24, 2011.

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Review the Final Order in ICC Docket No. 10-0467 (pages 285-292) to understand the background of the requirement to produce a transmission loss study.

Meet with ComEd after contract is awarded to obtain approval of the approach, schedule, data requirements and deliverables prior to executing the analysis.

Evaluate annual energy losses and peak hour losses for calendar year 2010 for all elements of the ComEd transmission system using simulation and / or measurements of power flow.

Provide a detailed report of the approach used, analysis methods, analysis tools, data utilized, assumptions relied upon to complete the loss analysis, and results of the analysis, including limitations on the accuracy of the results.

The Transmission Load Study shall be submitted no later than December 1, 2011.

**REDACTED**

**REDACTED**

Senior Manager Consulting  
Senior Staff Consultant  
Staff Consultant  
Senior Consultant  
Consultant

Travel and Living expenses shall be invoiced at actual cost.

Regulatory Services Estimate will be determined at a later date.

Consultant's Key Personnel for the scope of work shall be as follows:

Douglas Brown  
Greg Woodworth  
Octavio Gutierrez

Any changes to "Key Personnel" must be approved by ComEd.

The following attached document shall form part of this Contract:  
Exelon General Terms and Conditions, GT&C Rev. 8/20/09 as modified and executed  
on October 5, 2011.



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1. Acceptance. Acceptance of this Purchase Order (the "PO") by the Exelon Company ("Buyer") identified on the face of this PO or by Exelon Business Services Company, LLC ("Exelon") as agent for Buyer, is limited to acceptance of the express terms of the offer contained on the face and reverse side thereof and the terms contained herein. Any additional or different terms proposed by the entity to which this PO is addressed ("Seller"), or any attempt by Seller to vary in any degree any of the terms in the PO, are hereby objected to and rejected. The terms of this PO set forth the quantity, price, or delivery schedule of the labor, supervision, administration, and other services (the "Services") or the material, equipment, apparatus, products, supplies, goods, and documentation (the "Material") to be provided by Seller (collectively, the Material and Services shall hereinafter be referred to as "Work"). If a prior offer has been made by Seller, Buyer's acceptance of Seller's offer is expressly conditioned on Seller's assent to all of the terms contained in this PO. This PO is not a requirements contract. Buyer reserves the right to use its own resources and to employ other entities to perform or provide the same or similar Work.

2. Price; Invoices and Payment. In consideration for the performance of Work, Buyer shall pay Seller the prices set forth in this PO, and this PO shall not be invoiced at prices higher than those shown hereon. Seller shall submit invoices to Buyer, at the location designated by Buyer on this PO, as follows: (1) if Work is complete in less than 30 days, then Seller shall submit an invoice within 30 days after completion of Work; or (2) if Work is completed in more than 30 days, then Seller shall submit an invoice every 30 days for Work performed during the previous 30 day period. Unless otherwise specified in this PO, the invoice shall be submitted via Email to "A/P-Invoices@exeloncorp.com". Except as otherwise provided in this PO and herein, Buyer shall pay all undisputed invoices within 30 days after receipt and acceptance by Buyer of the invoice. For any portion of Work, which does not conform to the requirements of the PO, a corresponding portion of the price may be withheld until such nonconformance is corrected. Payment shall not forfeit Buyer's right to inspect and accept Work and its documentation, nor shall the withholding of any payment, or prorated portion thereof, preclude Buyer from pursuing any other rights or remedies it may have under this PO. All invoices shall include Buyer's PO number. Invoices shall separately identify sales/use taxes where applicable, and any authorized prepaid freight charges for parcel post, UPS, or other courier, or any shipments designated "FOB point of shipment, freight allowed." All freight charges must be supported by a copy of the freight bill. Sales/use taxes are not applicable to freight charges. In the event that Buyer so requests, final waivers of lien by all subcontractors and material suppliers and affidavits that all bills for material and labor have been paid by Seller and each subcontractor shall be furnished with Seller's final invoice with respect to Work. Acceptance by Seller of final payment under this PO shall constitute a waiver of all claims against Buyer under this PO. Buyer may set off against any amount payable under this PO.

Suspension/Termination Right - Seller reserves the right to suspend work if Buyer is over thirty (30) days late in payment of an undisputed invoice. 3. Not applicable

4. Title and Risk of Loss. (a) Material. Title and risk of loss or damage to the Material shall remain with Seller until Seller delivers the Material in accordance with section 3. Title shall be free and clear of any and all liens and encumbrances. In any event, Seller shall assist Buyer without charge in establishing carrier liability for Material damage by supplying evidence that the Material was properly manufactured, packaged, and secured to withstand normal transportation condition. (b) Services. Risk of loss or damage to the Services or any property of Buyer in the custody of Seller shall remain with Seller until Seller completes the Services or, if required in this PO, until Seller and Buyer execute a Certificate of Final Completion. If any loss of or damage to the Services occurs prior to the date of completion or, where required, Seller and Buyer execute a Certificate of Final Completion, Seller shall, at its sole expense, promptly repair or re-perform the portion of the Services affected.

5. Taxes. Except for state sales, use, d uties, fees, VAT, excise and other similar taxes that apply to this purchase, Seller's price is inclusive of all other taxes which are now or hereafter imposed by Governmental Authority with respect to the prices set forth in the Pricing Schedule and/or the Purchase Order, and Buyer shall not be required or obligated to reimburse Seller for any taxes or similar expenses which may arise or be incurred in connection with delivery of the Material or performance of the Services. The invoice shall separately list taxable and nontaxable charges where applicable. Unless Buyer provides Seller an exemption certificate or notifies Seller that Buyer will pay such taxes directly to the applicable Department of Revenue, then state sales and use tax, where applicable, shall be billed on the invoice if Seller is authorized by applicable Law to collect such tax. To the extent Seller fails to bill Buyer pursuant to this Section 5.2, then Seller shall be responsible for all penalties and interest payments associated with such failure (whether assessed to Buyer or Seller) and the payment of such tax if Section 5.9.5 is applicable. Buyer shall reimburse Seller for any interest, penalties, or expenses Seller may incur as a result of Buyer providing Seller with an exemption certificate. Seller will promptly furnish Buyer with all information Buyer requests for the purpose of determining the amount of any tax liability under this Agreement. Notwithstanding the foregoing, Seller shall pay sales and use taxes on the purchase of all construction materials unless specific evidence of exemption from such tax is provided by Buyer. At the request of Buyer, Seller shall prepare, execute, and deliver to Buyer a Federal Form W-9 or the equivalent thereof. Seller shall comply with the reporting requirements of all Governmental Authorities, and, upon the request of Buyer, will provide proof that Seller has complied with such reporting requirements.

6. Warranties for Work. (b) Services. Seller warrants that qualified personnel shall perform the Services in a competent manner in conformance with the warranties herein, and that the Services will comply with the specifications contained in the PO. Seller further warrants that the Services will be properly performed in accordance with the then prevailing applicable laws, industry standards and practices.

SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION,

**WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.**

**7. Remedies.** Buyer's sole and exclusive remedies for any breach of the Warranties shall be for Seller to correct or replace any nonconforming Work, at Seller's expense, promptly after notification by Buyer within a period of 1 year after completion of Work by Buyer, or such other period stated in this PO. The decision whether to correct or replace Work shall be made with the concurrence of Buyer and the correction or replacement of Work shall be scheduled consistent with Buyer's operating requirements so as to minimize loss of production or use of Work or of any plant or facility of which Work is a part. To the extent providing working access to the Work was included in the original Work scope costs and expenses associated with access to, correction or replacement of Work shall be paid by Seller. In all other respects Buyer shall be responsible for providing Seller with working access to the Work or Materials, including the removal, disassembly, replacement or reinstallation of any equipment, materials or structures to the extent necessary to permit Seller to perform its warranty obligations, or transportation costs to and from the Seller factory or repair facility, or for damage to equipment components or parts resulting in whole or in part from improper maintenance or operation or from their deteriorated condition. All exchanged Products replaced under this Limited Warranty will become the property of Seller. All warranties for any corrected or replaced Work shall extend to 1 year from the date of Seller's completion of the corrected or replaced Work. Inspection, testing, acceptance, payment, or use of any Work shall not affect the warranties and obligations of Seller hereunder and such warranties and obligations shall survive any such inspection, testing, acceptance, payment, or use. Each of Buyer's rights and remedies under this PO shall be cumulative and additional to any other or further rights or remedies provided herein. Buyer shall retain all rights of legal action in tort under this PO on all issues relating to contribution, insurance coverage, and contractual indemnity.

**8. Changes in the PO.** The parties may agree at any time to make changes in this PO, including, but not limited to, changes in presentations, drawings, designs, specifications, by mutual execution of a change order or other writing. If any such changes cause an increase or decrease in the cost, or the time required for the performance of Work, an equitable adjustment shall be agreed by the parties, and this PO shall be modified in writing accordingly. Any such equitable adjustment requested by Seller shall be asserted in writing to Buyer promptly after Seller's receipt of a request for such change.

**9. Subcontracting.** Seller may not, without the prior written consent of Buyer, subcontract any of its obligations under this PO. In the event that Buyer consents to the subcontracting of any portion of Work, (i) such consent shall not relieve Seller of its obligations under this PO with respect to such Work, and (ii) Seller agrees to bring the provisions of this PO to the attention of and to bind every subcontractor to whom it subcontracts any of Work by the provisions of this PO ("Subcontractor").

**10. Indemnification.** (a) **Seller's Indemnification.** Seller shall, to the fullest extent permitted by Law, indemnify, defend upon

request, and hold harmless Buyer and its officers, directors, employees, agents, representatives, subsidiaries, affiliates, successors, and assigns ("**Buyer Parties**") against all losses, claims, damages, expense (including reasonable attorneys' fees and costs) and liabilities sustained or incurred by the Buyer Parties for any damage, harm, loss or injury arising out of claims by third parties for damage to any third party property or personal injury (including death) to the extent arising out of negligence by Seller or a Subcontractor or their respective officers, directors, employees, agents, representative, subsidiaries, successors, or assigns ("**Seller Parties**") To the extent any applicable law may prohibit any application of all or any part of this indemnity obligation, it is the intent of the parties that this clause is severable, and that this clause be construed to impose the indemnity obligation to the fullest extent permitted by law.

(b) **Indemnification for Claims by Governmental Authorities.** Seller agrees to indemnify, hold harmless, and upon request, defend Buyer and its officers, directors, employees, agents, representatives, subsidiaries, successors, and assigns, from any claim, liability, damage, expense, suit, or demand (including, without limitation, reasonable attorneys' fees and court costs) for claims by governmental authorities of any actual or asserted failure of Seller to comply with any law, ordinance, regulation, rule, or order of any governmental body.

(c) **PATENT AND COPYRIGHT INFRINGEMENT.** Seller will, at its own expense, defend or at its option settle any suit or proceeding brought against Buyer in so far as it is based on an allegation that any Product (including parts thereof), or use thereof for its intended purpose, constitutes an infringement of any United States patent or copyright, if Seller is promptly provided notice and given authority, information, and assistance in a timely manner for the defense of said suit or proceeding. Seller will pay the damages and costs awarded in any suit or proceeding so defended. Seller will not be responsible for any settlement of such suit or proceeding made without its prior written consent. In case the Product, or any part thereof, as a result of any suit or proceeding so defended is held to constitute infringement or its use by Buyer is enjoined, Seller will, at its option and its own expense, either: (a) procure for Buyer the right to continue using said Product; (b) replace it with substantially equivalent non-infringing Product; or (c) modify the Product so it becomes non-infringing.

Seller will have no duty or obligation to Buyer under this **Section 10** to the extent that the Product is (a) supplied according to Buyer's design or instructions wherein compliance therewith has caused Seller to deviate from its normal course of performance; (b) modified by Buyer or its contractors after delivery; or (c) combined by Buyer or its contractors with devices, methods, systems or processes not furnished hereunder and by reason of said design, instruction, modification, or combination a suit is brought against Buyer. In addition, if by reason of such design, instruction, modification or combination, a suit or proceeding is brought against Seller, Buyer shall protect Seller in the same manner and to the same extent that Seller has agreed to protect Buyer under the provisions of this **Section 10**.

**THIS SECTION 10 IS AN EXCLUSIVE STATEMENT OF ALL THE DUTIES OF THE PARTIES RELATING TO PATENTS**

AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY PATENT OR COPYRIGHT AND OF ALL THE REMEDIES OF BUYER RELATING TO ANY CLAIMS, SUITS, OR PROCEEDINGS INVOLVING PATENTS AND COPYRIGHTS.

(c)

(d) Survivability. This Section 10 shall survive termination of the PO. Seller's obligations under this Section 10 are conditioned upon Buyer providing Seller prompt notice of any such claim and Seller having the sole right to control defense and settlement of any such claim

11. Insurance. Seller shall provide and maintain, and shall require each subcontractor (regardless of tier), at their sole cost and expense, to provide and maintain, in effect during the performance of any Work under the PO minimum insurance coverage with carriers satisfactory to Buyer as follows: (a) Workers' compensation insurance with statutory limits of liability and a waiver of subrogation in favor of Buyer, (b) employers' liability insurance with limits of not less than \$1,000,000 per occurrence, (c) Commercial General Liability insurance, providing bodily injury and property damage coverage, including premises liability, products/completed operations liability, and blanket contractual liability, with limits of not less than \$4,000,000 per occurrence and annual aggregate, and (d) automobile liability (covering owned and non-owned vehicles), coverage (including but not limited to coverage for claims against Buyer for injuries to employees of Seller and its subcontractors) with limits of not less than \$1,000,000 per accident. Before any Work begins, Seller shall name Buyer as an additional insured under the coverage to the extent that bodily injury, death or third party property damage is caused by the negligent acts or omissions of Seller or its suppliers and provide evidence of such coverage to Buyer. To the extent permitted by applicable law, such coverage shall: (1) be primary and non-contributory to any other insurance carried by Buyer; (2) contain standard cross-liability provisions as to separation of insureds; (3) provide for a waiver of all rights of subrogation which Seller's insurance carrier might exercise against Buyer; and (4) not require contribution before any excess or umbrella liability coverage will apply. Insurance coverage provided by Seller under this PO shall not include any of the following: any claims made insurance policies; any endorsement limiting coverage available to Buyer which is otherwise required under this PO; any policy or endorsement wording that negates coverage to Buyer for Buyer's own negligence; any policy or endorsement language which limits the duty to defend Buyer under the policy; and any policy or endorsement language which provides coverage to Buyer only if Seller is negligent.

12. Termination and Suspension. (a) Termination With Cause. If the (i) Seller breaches any material provision of this PO and the Seller has not begun to cure the breach promptly after receipt by Seller of notice of such breach, then Seller shall be in default hereunder and Buyer may elect to terminate this PO, or to continue this PO subject to receiving adequate assurances of performance from Seller. In the event of termination for cause, Buyer shall not be required to make any payments to Seller with respect to Work that has not been performed as of the date of termination. (b) Termination or Suspension Without Cause. Buyer may at any time, on 3 calendar days' notice to

Seller, extend, suspend, or delay Seller's performance or upon 30 calendar days' notice to Seller terminate the PO, in whole or in part, for Buyer's convenience. If Buyer terminates Seller's performance hereunder, Seller shall immediately cause its suppliers and subcontractors to cease such Work, unless Seller is directed otherwise in the notice of termination. (c) Suspension for Force Majeure. Buyer may at any time extend, suspend, or delay Seller's performance hereunder if Buyer determines that the project or facility of which Work is a part or Buyer's intended use of that project, facility, or Work is or is likely to be delayed, changed, or stopped due to causes beyond the reasonable control of Buyer. (d) Termination Charges. (1) If Buyer terminates the PO in accordance with Section 12(a), Seller shall not be entitled to receive any further payments under the PO until all Work contemplated by the PO has been fully performed; and (2) If Buyer terminates this PO in accordance with Section 12(b), Buyer shall make payment to Seller for all performed prior to termination plus reasonable and unavoidable disbursements and expenses which Seller has incurred or become obligated for prior to the date of the notice of termination, less the reasonable resale value of material which has been obtained or ordered that was intended to become an integral part of the PO plus any costs arising out of such termination. In no event shall the aggregate termination charges exceed the price of Work hereunder. Seller agrees to take reasonable steps to minimize termination charges. (e) Resumption of Services. If Buyer extends, delays, or suspends Seller's performance under Sections 12(b) or 12(c), Seller shall thereafter resume its performance as soon as is practicable when directed to do so by Buyer. Any completion dates identified in this PO which are affected by an extension, delay, or suspension of Buyer, together with any payment schedules in this PO, shall be extended for a period equal to the time lost by reason of the extension, suspension, or delay. Buyer will pay Seller's incremental direct and verifiable costs and expenses by reason of the extension, suspension, or delay. Seller shall take all reasonable steps to minimize these costs and expenses. (f) No Overhead Costs or Profits. Whether Buyer terminates Seller with or without cause or suspends Seller's Work under this PO, in no event, shall Buyer be responsible for overhead costs associated with Work not performed by Seller, for any profits Seller would have earned if it had completed Work, or for any special, consequential, incidental, or indirect damages.

13. Limitation of Liability. IN NO EVENT, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL BUYER BE LIABLE TO SELLER FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR REVENUE, OR COST OF CAPITAL.

EXCEPT FOR SELLER'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, EACH PARTY'S MAXIMUM LIABILITY UNDER THIS CONTRACT SHALL BE THE ACTUAL PURCHASE PRICE FOR THE WORK AT ISSUE. EACH PARTY AGREES THAT THE

EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS SECTION 13 ARE SEPARATE AND INDEPENDENT FROM ANY REMEDIES WHICH BUYER MAY HAVE HEREUNDER AND SHALL BE GIVEN FULL FORCE AND EFFECT WHETHER OR NOT ANY OR ALL SUCH REMEDIES SHALL BE DEEMED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THESE LIMITATIONS OF LIABILITY ARE EFFECTIVE EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S LIABILITY WITH REGARD TO THIS AGREEMENT SHALL CEASE UPON THE EXPIRATION OF THE LIMITED WARRANTY PERIOD

14. Reserved (moved to Section 10 Indemnification)

15. Proprietary and Confidential Information. (a) Seller shall provide Buyer with all reasonable information and documentation requested by Buyer in connection with Work. Contingent upon executing a mutually agreeable nondisclosure agreement, Seller shall make available to Buyer intellectual property of Seller describing the construction, operation and/or design of the Material furnished to Buyer under this Agreement ("Material Information"). Buyer and Seller agree that this Material Information provided will only be for Buyer's internal access and use but may be provided to a third party (ies) upon prior written permission by Seller. Any third party having access to such Information shall agree in writing to be bound to the nondisclosure and use provisions substantially similar in all material respects to those agreed to by Seller and Buyer.

(b) The term "Confidential Information" shall mean all information or enhancements which relate to past, present, and future research, development, and business activities of either Party and its affiliates, including inventions, discoveries, formulas, processes, devices, methods, compositions, compilations, system plans, flow charts, source codes, algorithms, procedures, data and other proprietary information of a party, including, without limitation, "Confidential Customer Information" as hereinafter defined.

(c) Confidential Information shall not include:

1 Information lawfully known to the receiving party prior to the performance of such Work other than through other work with or for Buyer or its affiliates; or

2 Information that is publicly disclosed through no act of the receiving party, or any of their respective employees, or affiliates either prior or subsequent to a party's disclosures of such information.

3 is disclosed to a party, without obligation of confidentiality, by a third party having the right to make such disclosure..

(d) Receiving party's Obligations.

During the term of this Agreement and thereafter, except as a disclosing party may authorize in writing, a receiving party shall and shall cause its employees and Subcontractors to:

1 Treat and cause to be treated as confidential all Confidential Information;

2 Use Confidential Information only in connection with the performance of Work pursuant to this Agreement or the Purchase Order for a Specific Project;

3 Make copies of any tangible embodiment of Confidential Information only as necessary for the performance of such Work;

4 Remove any tangible embodiment of Confidential Information from the premises of the disclosing party only with the express written permission of the disclosing party; and (e) "Confidential Customer Information" shall also include any and all information about Buyer's customers obtained by Seller or its employees in the course of performing this Agreement, including, but not limited to, account numbers, names, social security numbers and other identification numbers/letters, service addresses, billing and financial information, capacity data, usage, rates, customer credit information, pricing information, payment methods, or potential termination of service.

(f) Seller hereby acknowledges that all Confidential Customer Information which has or will come into Seller's possession or knowledge, in connection with this Agreement and any amendment or addendum hereto or the performance hereof, consists of confidential information, use of which by or disclosure or which to third parties will be damaging to Buyer customers and to Buyer. Seller therefore agrees to hold such Confidential Customer Information in the strictest confidence, not to make use thereof other than for the performance of this Agreement, to release it only to employees requiring such information and not to release or disclose it to any other party. Seller shall make their employees and subcontractors aware of their duty and responsibility to refrain from any unauthorized use or disclosure of Confidential Customer Information and Seller shall be liable for any alleged breach of its confidentiality obligations by its employees or subcontractors. All of the above restrictions and liabilities shall survive any termination of the Agreement.

16. Assignment. Neither Party may assign its interest in this PO, or delegate any obligation under this PO, without the prior written consent of the non-assigning party. Buyer, without limitation, reserves the right to assign this PO, or any interest, to a majority owned subsidiary or affiliate of Buyer.

17. Choice of Law; Interpretation; Severability. This PO shall be construed and interpreted, without giving effect to principles of conflict of law, in accordance with the laws of Pennsylvania unless Commonwealth Edison is the contracting party under this PO giving rise to the claim, in which case this PO shall be construed and interpreted in accordance with the laws of Illinois. The provisions of this PO shall be interpreted where possible in a manner to sustain its legality and enforceability. If any provision of these terms is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original

intentions of the parties as nearly as possible in accordance with applicable law

18. Dispute Resolution. (a) In the event of a dispute under the PO ("Dispute"), the parties shall follow the dispute resolution process as set forth herein (the "DRP"). Notwithstanding the foregoing, the DRP shall not apply to actions in tort under this PO by Buyer relating to contribution, insurance coverage, and contractual indemnity, which rights of legal action Buyer retains pursuant to Section 7.

(b) Step Negotiations. The parties shall attempt in good faith to resolve all Disputes promptly by negotiation as follows. Any party may give the other party written notice of any Dispute not resolved in the normal course of business. Executives of both parties at levels principally one level above the personnel who have previously been involved in the Dispute shall meet at a mutually acceptable time and place within 10 days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the Dispute. If the matter has not been resolved within 30 days from the referral of the Dispute to senior executives or if no meeting of senior executives has taken place within fifteen 15 days after such referral, either party may initiate such legal action as it deems appropriate. If a negotiator intends to be accompanied at a meeting by an attorney, the other negotiator shall be given at least 5 days notice of such intention and may also be accompanied by an attorney. All negotiations pursuant to this Section 18(b) are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

(c) Continued Performance of Work. In the case of any Dispute, Seller shall continue to perform Work and maintain its progress pending final determination of the Dispute, and Buyer shall continue to make payments to Seller for those portions of Work completed that are not the subject of the Dispute.

19. Nondiscrimination and Affirmative Action. Seller shall, unless exempt, comply with the federal regulations pertaining to nondiscrimination and affirmative action (41 CFR part 60-1), including, but not limited to the following, all of which are incorporated herein by reference: (1) 41 CFR 60-1.40; (2) 41 CFR 60-250.4; (3) 41 CFR 60-741.4; (4) 41 CFR 60-1.4; (5) 41 CFR 60-1.7; (6) Fair Labor Standards Act of 1938, as amended; (7) 41 CFR 60-1.8; (8) 48 CFR Chapter 1, Subpart 19.7 and (9) 29 CFR, part 470. Seller shall also comply, unless exempt, with any applicable state laws pertaining to nondiscrimination and affirmative action.

20. Notices. Any notice pertaining to Work performed or this PO shall be in writing (unless in an emergency and then promptly thereafter in writing) and sent via facsimile transmittal, registered or certified mail (postage prepaid), or by commercial overnight courier, to Buyer's representative or Seller's representative as appropriate at their respective addresses appearing in this PO. Notices shall be effective only when received.

21. Publicity. Seller covenants and agrees that it shall not, either directly or indirectly, publish or disclose any photographs, images, logos, copyrighted or trademark protected information of Buyer or its subsidiaries (collectively, the "Information"); or use such Information for the benefit of itself, another party or any 3<sup>rd</sup> parties, without the prior written consent of Buyer.

22. No 3<sup>rd</sup> Party Beneficiary. No provision of this PO is intended or shall be construed to be for the benefit of any 3<sup>rd</sup> party.

23. Non-Waiver. Failure or delay of either party to insist upon strict performance by the other party or exercise any rights or remedies provided in this PO or by law shall not be deemed or construed as a waiver of any claims. No waiver by either party of a breach of any provision of this PO shall constitute or be construed as a waiver of any other breach or of that provision. No payment or certificate, final or otherwise, nor the approval of any design, shall be construed as (i) an acceptance of defective Work, (ii) relieving Seller of its obligations to make good any defects or consequences for which Seller may be responsible, or (iii) a waiver of any obligations of Seller under this PO.

24. Complete Agreement. These terms and conditions, this PO and other documents specifically referenced in either of the foregoing set forth the entire understanding of the parties, and supersede any and all prior agreements, arrangements or understandings, relating to the subject matter hereof.

25. Background Investigations. Seller will be required to conduct background investigations ("BI") in accordance with Buyer's security procedures for all of its personnel who will have access to any Buyer buildings, properties and/or any Buyer assets or have contact with any Buyer or its affiliates' customers. Such investigations must be completed prior to the 1<sup>st</sup> day upon which Seller and its personnel are to perform Work. BI is a minimum requirement. Some Buyer business units may have more stringent background investigation requirements, which must be followed in addition to these minimum requirements. Seller will be responsible for conducting the BI at its own expense and shall not be entitled to recover costs for conducting such BI. If Seller becomes aware that any individual performing Work hereunder is charged with or convicted of a felony or a misdemeanor, Seller shall remove such individual from performing Work hereunder unless and until (i) the charge is resolved without a conviction, or (ii) Seller informs Buyer of the circumstances and Buyer approves such individual continuing to perform Work.

26. Compliance with Laws and Buyer's Policies and Procedures.

(a) Seller warrants that all Work performed hereunder shall fully comply with all applicable laws. Additionally, where not in conflict with any other provision of this Section 26, at the time Work is started, Seller will be in compliance with all applicable rules, policies, jobsite requirements, and procedures of Buyer and any of its affiliates ("Policies and Procedures"), which have been or shall be provided to Seller and/or posted on

a secure website as designated by Buyer. Buyer reserves the right to revise or update the Policies and Procedures from time to time. At the request of Buyer, Seller shall acknowledge in writing which Policies and Procedures of Buyer it has reviewed. Seller shall require that all its Subcontractors comply with all requirements applicable to Seller hereby.

(b) Seller warrants that it shall fully comply with those rules promulgated by the U.S. Department of Energy ("DOE") concerning Assistance to Foreign Atomic Energy Activities set forth at 10 CFR Part 810, as amended from time to time, included among which are rules regulating the granting of access to and use of DOE controlled information provided by Buyer or a U.S. person under the DOE rules. Consistent therewith, DOE controlled information means information and assistance that may be transferred or provided by Buyer or a U.S. person to a non U.S. person under the DOE rules only if such information or assistance is within the scope of DOE's general authorization set forth at 10 CFR section 810.7 or if the transfer of such information is authorized by a special authorization issued by DOE pursuant to 10 CFR section 810.10.

(c) If Buyer's Policies and Procedures are to be found on its secure website, Seller shall be given a password to access the website.

(d) Seller agrees to comply with any and all legal holds as issued by Buyer's Legal Department. A legal hold suspends all document destruction procedures in order to preserve appropriate records under special circumstances, such as litigation or government investigations. Buyer's Legal Department determines and identifies what types of records, documents, or data are subject to legal hold. Buyer's Legal Department will notify Seller if a legal hold is placed on records, documents, or data Seller controls. Seller must then preserve and protect the specified records, documents, or data in accordance with instructions from Buyer's Legal Department. A legal hold remains effective until it is officially released in writing by Buyer's Legal Department. If Seller is uncertain whether specific records, documents, or data is subject to a legal hold, those records, documents, or data should be preserved and protected until such time Buyer's Legal Department can confirm their relevancy.

In the event records, documents, or data placed on legal hold are required for review by Buyer's Legal Department, Seller will work diligently to export all relevant records, documents, or data in a form that is reasonably reviewable.

#### 27. Independent Contractor Status and Use of Seller Personnel.

(a) Seller shall comply with Buyer's Use of Contractor Policy, HR AC 70, as amended.

(b) Seller, in furnishing the Work, is acting as an independent contractor, and Seller has the sole right and obligation to supervise, manage, contract, direct, procure, perform or cause to be performed, all Work to be provided by Seller under this

PO. All Seller personnel who perform any portion of the Work hereunder for Seller (or its subcontractors) shall be, and remain, employees of Seller (or its subcontractors) and Seller (or its subcontractors) will be solely responsible for payment of compensation to such persons as well as all applicable federal, state and local income and employment tax withholding and reporting for all such Seller personnel. Neither Buyer, Exelon Corporation, nor its affiliates, subsidiaries and successors (the "Exelon Entities") are, or shall be construed to be, an employer (common law or otherwise), co-employer or joint employer of any Seller personnel. Neither Seller (nor its subcontractors) nor any Seller personnel is an agent of the Exelon Entities, and no such party or person has any authority to represent the Exelon Entities as to any matters, except as expressly authorized in this Agreement. Seller will assume full responsibility for payment of all federal, state, provincial and local taxes, withholding or contributions imposed or required under unemployment insurance, social security and income tax laws with respect to all Seller personnel. Should any of the Exelon Entities be required to pay any amount to a governmental agency for failure by Seller (or its subcontractors) to withhold any amount as may be required by law, Seller agrees to indemnify each of the Exelon Entities for any amount so paid, including interest, penalties and fines.

(c) Seller agrees that neither it, nor its subcontractors, will: (i) assign either (a) any Seller personnel to perform staff augmentation work for the Exelon Entities, or (b) any Buyer or Exelon Entities retiree to perform any Work for the Exelon Entities, for a total period of time (including time under this PO or any other agreement or through Seller, its subcontractors or any other third party employer and without regard to hours worked), in excess of one (1) year, unless Buyer grants a written exception for such Seller personnel to the time limit; or (ii) report income for any of its Seller personnel performing staff augmentation work to the Exelon Entities, to the IRS on Form 1099; or (iii) allow any Seller personnel to commence Work for the Exelon Entities until an executed Third Party Personnel Acknowledgement (as defined below) has been received by Seller. "Retiree" means a former Exelon Entities employee whose employment was not governed by a collective bargaining agreement with IBEW Union Local 15 at the time of such person's termination of employment and who previously received, is eligible to receive or is currently receiving benefit payments under an Exelon tax-qualified retirement plan, including the Exelon Corporation Retirement Program (Service Annuity Plan of PECO Energy Company or Commonwealth Edison Company Service Annuity System), the Exelon Cash Balance Pension Plan and the Exelon Employee Pension Plan for Clinton, TMI and Oyster Creek.

(d) Prior to commencement of Work by any Seller personnel, Seller (or its subcontractor), shall obtain from such Seller personnel, either directly or through its subcontractors, a written acknowledgement from all proposed such Seller personnel, or its subcontractor, substantially in the form of Exhibit 1 attached hereto (the "Third Party Personnel Acknowledgement" or "TPPA"). Seller shall maintain the original of each TPPA for Seller personnel for a period of 6 years following the termination of Seller personnel.

(e) Based upon such executed Third Party Personnel Acknowledgements and prior to commencement of any Work by any such proposed new Seller personnel, Seller shall provide to Buyer's designated representative a written notice that identifies the names (and if possible the former Buyer or Exelon Entities Employee identification number) of Seller personnel assigned to provide Work to Buyer who identify themselves as a former Employee of one of the Exelon Entities or a retiree of one of the Exelon Entities (a "Notice of Former Employees/Retirees"). Notwithstanding any other provision of this PO, Buyer reserves the right, to request additional information about any Seller personnel, to reject any proposed Seller personnel, and to request the removal (with or without replacement) of any or all Seller personnel from performing for Buyer hereunder at any time at its sole discretion. In the event Buyer rejects any proposed Seller personnel or requests the removal of any Seller personnel, Seller shall promptly remove such Seller personnel from providing Work to Buyer and provide a suitable replacement that meets all requirements of the Contract Documents. In the event Buyer requires the removal of any Seller personnel, Seller shall also ensure a prompt and smooth transition of all knowledge, information and data from such Seller personnel to his or her replacement.

(f) In addition to any other audit rights under the Agreement, Seller agrees that Buyer, or any of its authorized representatives acting on Buyer's behalf, may upon reasonable request, audit Seller's files and records regarding the utilization of Seller personnel hereunder, including all TPPAs. This

section shall survive this Purchase Order and any release or blanket issued hereunder, for a period of 3 years.

28. Audit. Purchase Orders, all payments received pursuant to such Purchase Orders for time and material Work, shall be subject to audit and inspection by Buyer or Exelon or any authorized representatives acting on Buyer's or Exelon's behalf. Seller shall comply with all reasonable requests by Buyer or Exelon to make available books and records necessary to substantiate Seller's charges and invoices for reimbursement. Such records shall include, without limitation hereby: all invoices billed to Buyer; payroll records, timesheets and canceled payroll checks; third party invoices for purchases; paid invoices and canceled checks for purchased materials, subcontractor and third-party charges; records relating to air freight and ground transportation. Seller shall also include in all Subcontracts issued in conjunction with any Purchase Order the right of Seller to audit the records of the Subcontractor. This Section 28 shall survive termination of the Purchase Orders for Specific Projects for a period of 2 years, or the warranty period, whichever is longer. Additionally, an audit may be conducted on any other records, such as environmental, safety, security or such other records as are necessary to ensure compliance with the Contract Documents. The parties agree that each shall bear its own reasonable internal and external costs incurred in conducting and supporting the audit process.

29. Reserved

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to sign this Agreement effective as of the date below.

EXELON BUSINESS SERVICES COMPANY, LLC		SELLER: SIEMENS ENERGY, INC. SIEMENS POWER TECHNOLOGIES INTERNATIONAL	
By: <u>David A. Holmes</u>		By: <u>Martin Weiss</u>	
Name: <u>DAVID A. HOLMES</u>		Name: <u>Martin Weiss</u>	
Title: <u>SR. CATEGORY MGR.</u>		Title: <u>Controller</u>	
Date: <u>10-5-2011</u>		Date: <u>10/05/2011</u>	