

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

EimerStahl^{LLP}
Docket No. 13-0318
ComEd Ex. 8.02 CORR.

David M. Stahl

(312) 660-7602
dstahl@eimerstahl.com

January 11, 2012

William J. Chambers, Ph.D.
Metropolitan College
Administrative Sciences Department
808 Commonwealth Avenue
Boston, MA 02215

R. Jeffrey Malinak
Managing Principal
Analysis Group, Inc.
1899 Pennsylvania Avenue, NW
Suite 200
Washington, D.C. 20006

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

Dear Dr. Chambers and Mr. Malinak:

This letter will set forth the terms under which Analysis Group 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 Analysis Group, but Dr. Chambers 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 relationship between capital structure and the cost of capital. This retention will likely require the preparation of written testimony and an appearance at an evidentiary hearing. Additional services may be performed as well, as we may request from time to time.

We understand that Analysis Group’s normal hourly rates for work of this caliber are set forth in Attachment A to this letter. You have agreed, however, to a negotiated blended hourly rate of \$400 per hour for all work performed on this engagement. This negotiated blended rate does not affect any compensation arrangements between Dr. Chambers and Analysis Group, and relates solely to ComEd’s responsibility for fees in this matter. Indeed, ComEd understands that Dr. Chambers will be compensated at his normal hourly rate of \$600 per hour. ComEd will also

Chicago • Houston

RCE 00001

William J. Chambers, Ph.D.
R. Jeffrey Malinak
January 11, 2012
Page 2

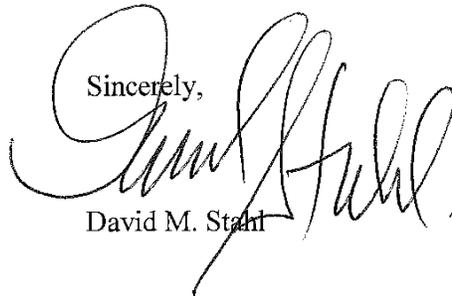
reimburse you for your reasonable out-of-pocket expenses. We ask that Analysis Group submit invoices, addressed to me, on a monthly basis.

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 and Analysis Group will maintain in confidence all materials provided to you in connection with this engagement.

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.

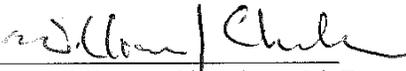
We look forward to working with you on this important matter.

Sincerely,



David M. Stahl

Accepted
Analysis Group, Inc.

By 
William J. Chambers, Ph.D.

By 
R. Jeffrey Malinak
Managing Principal

Attachment A

William J. Chambers	\$600
Managing Principal	\$560
Principal/Vice President	\$450
Manager/Associate	\$325
Senior Analyst/Analyst	\$225

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

David M. Stahl

(312) 660-7602
dstahl@eimerstahl.com

January 11, 2012

R. Glenn Hubbard, Ph.D.
Columbia Business School
3022 Broadway
Uris Hall 101
New York, NY 10027

R. Jeffrey Malinak
Managing Principal
Analysis Group, Inc.
1899 Pennsylvania Avenue, NW
Suite 200
Washington, D.C. 20006



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

Dear Dr. Hubbard and Mr. Malinak:

This letter will set forth the terms under which Analysis Group 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 Analysis Group, but Dr. Hubbard 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 relationship between capital structure and the cost of capital. This retention will likely require the preparation of written testimony and an appearance at an evidentiary hearing. Additional services may be performed as well, as we may request from time to time.

We understand that Analysis Group’s normal hourly rates for work of this caliber are set forth in Attachment A to this letter. You have agreed, however, to a negotiated blended hourly rate of \$450 per hour for all work performed on this engagement. This negotiated blended rate does not affect any compensation arrangements between Dr. Hubbard and Analysis Group, and relates solely to ComEd’s responsibility for fees in this matter. Indeed, ComEd understands that Dr. Hubbard will be compensated at his normal hourly rate of \$1,200 per hour. ComEd will also

R. Glenn Hubbard, Ph.D.
R. Jeffrey Malinak
January 11, 2012
Page 2

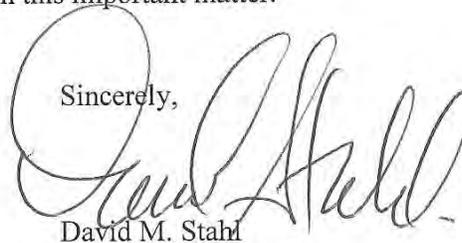
reimburse you for your reasonable out-of-pocket expenses. We ask that Analysis Group submit invoices, addressed to me, on a monthly basis.

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 and Analysis Group will maintain in confidence all materials provided to you in connection with this engagement.

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,



David M. Stahl

Accepted
Analysis Group, Inc.

By R. Glenn Hubbard
R. Glenn Hubbard, Ph.D.

By R. Jeffrey Malinak
R. Jeffrey Malinak
Managing Principal

Attachment A

R. Glenn Hubbard	\$1,200
Managing Principal	\$560
Principal/Vice President	\$450
Manager/Associate	\$325
Senior Analyst/Analyst	\$225

TEMPORARY WORKER AGREEMENT

This Temporary Worker Agreement (the "Agreement") is made this 27th day of July, 2012 by and among Christopher L. Dunn, an individual ("Temporary Worker") and Icon a _____, Temporary Worker's employer ("Employer").

WHEREAS, Employer has contracted with Beeline, a _____ corporation ("Vendor"), for Employer to provide certain services, including work performed on a temporary basis by Temporary Worker, to Vendor's Customer (defined below); and

WHEREAS, Vendor has contracted with Exelon Business Services Company, LLC, a Delaware limited liability company, on behalf of itself and its affiliates ("Customer"), for Vendor to provide certain services related to Customer's temporary workforce under a program managed by Vendor (the "Program"); and

WHEREAS, Temporary Worker may be assigned by Employer, at Vendor's direction, to work for Customer on a temporary basis.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. Temporary Worker.

Temporary Worker may, in Vendor's sole discretion, be engaged to provide services to Customer through the Program as an employee of Employer and not as an employee of Customer. Temporary Worker shall perform all services or work under the Program to the satisfaction of Customer.

Temporary Worker acknowledges and agrees that no employment relationship between Temporary Worker and Customer or between Temporary Worker and Vendor is created by this Agreement, the agreement between Vendor and Customer, or by Employer's agreement with Vendor. Temporary Worker acknowledges and agrees that he or she is not a third party beneficiary of the agreement between Vendor and Customer and hereby waives any such rights which may arise under such agreement between Vendor and Customer.

Temporary Worker acknowledges and agrees that Employer shall be solely responsible for all payments to Temporary Worker including payment of compensation, premium payments for overtime, and other incentive payments, if any, and payments for vacation, holiday, sick days or other personal days, if any. Temporary Worker acknowledges and agrees that Temporary Worker is not eligible to participate in or receive any benefits under the terms of either Vendor's or Customer's pension plans, savings plans, health plans, vision plans, disability plans, life insurance plans, stock option plans, or any other employee benefit plan sponsored by Vendor or by Customer.

Temporary Worker acknowledges and agrees that the cash payments and benefits which Temporary Worker receives from Employer shall represent the sole compensation to which Temporary Worker is entitled, and that Employer will be solely responsible for all matters relating to compliance with all employer tax obligations arising from the performance of services in connection with this Agreement. These tax obligations include the obligation to withhold employee taxes under local, state and federal income tax laws, unemployment compensation insurance tax laws, state disability insurance tax laws, social security and Medicare tax laws, and all other payroll tax or similar laws, and in no event shall either Vendor or Customer be liable for any such obligations.

IN WITNESS WHEREOF, the parties hereto have executed this Temporary Worker Agreement as of the date first written above.

Employer

By: Elshadose
Name:
Title:

Temporary Worker

Christopher Dun
Name:

CFRC 0026653

RCE 00008

SCHEDULE 1

TEMPORARY WORKER ACKNOWLEDGEMENT

I Christopher L. Dunn, acknowledge that during the period I perform services for or on behalf of the Exelon Corporation and any of its affiliates and subsidiaries ("Customer") pursuant to an arrangement between my Employer and Vendor, I am not entitled to compensation of any kind from Customer or to participate in any employee benefit plan or program of any kind offered to any employee of the Customer, and I expressly waive any and all such compensation and benefits. I understand that the preceding sentence will not prohibit me from receiving any earned and vested pension or retiree health care benefits from the Customer to which I may already be entitled as a former employee of Customer.

In addition, I represent the following: Check one: I am not a former employee of Customer
 I am a former employee of Customer If I am a former employee of Customer:

REDACTED

A. My employee ID number was: _____

B. Check one: I am not eligible to receive (and am not currently receiving) a benefit under a Customer pension plan. OR

I am eligible to receive (and am not (OR) am) currently receiving) benefits under a Customer pension plan. I am eligible for retiree benefits under the following Customer pension plan(s): Exelon Service Annuity Plan

- 2. I am not currently employed by Customer and will not accept employment with Customer that commences during the period I am employed by Staffing Company.
- 3. I have not provided, and will not provide, services on Customer matters, regardless of whether such services were provided by me as an employee of Staffing Company or any other employer or regardless of hours worked, for an aggregate period in excess of one year, unless I receive written notification from Staffing Company that Customer does not consider such services to be "Staff Augmentation" services or Customer has granted a written exception to such one-year period prior to reaching such one year aggregate period.

Signed: Christopher Dunn

Print Name: Christopher L. Dunn

Date: 7-28-2010

From: IMCEAEX-_O=UCM_OU=COMED_CN=RECIPIENTS_CN=ANGEMJ@exeloncorp.com
Sent: Wednesday, February 01, 2012 1:06 PM
To: frances.fleming@ComEd.com
Subject: RE: Code Block

Code Block	Business Unit	Facility	Department	Sub Account	Project	Operating Unit	Product	Customer Segment
Allocation Units:	601	CED	08522	515060	12RPDFR10			

Matt Engels
Beeline - Client Relations Specialist
(630) 657-2826
matthew.engels@exeloncorp.com

<http://vms.exeloncorp.com>

From: Fleming, Frances:(ComEd)
Sent: Wednesday, February 01, 2012 1:02 PM
To: Engels, Matthew J.:(BSC)
Subject: FW: Code Block

Matt, please update the codeblock for Chris Dunn (Beeline) to the following project effective immediately – 12RPDFR10. That's the only change.

Thanks,
Fran

From: Fruehe, Martin G.:(ComEd)
Sent: Wednesday, February 01, 2012 12:50 PM
To: Fleming, Frances:(ComEd)
Subject: FW: Code Block

FYI – Matt Engels is the person I worked with regarding bringing Chris on board. His contact info is below.

Marty Fruehe
ComEd Revenue Policy Dep't
630-437-2063 (office)
630-346-5626 (cell)

From: Engels, Matthew J.:(BSC)
Sent: Wednesday, January 04, 2012 5:00 PM
To: Fruehe, Martin G.:(ComEd)
Subject: RE: Code Block

Marty,

I have created the new request for Chris Dunn as Project Labor. The cost for 1/3/12 – 6/29/12 is just under \$73,000.

Right now Mr. Hemphill will have to approve twice, the first time as the financial approver and the second as the VP.

He will receive an email from Beeline Notification with an embedded link that he can use for access to the Beeline site.

Please let me know if you or he have any questions.

Thank you.

Matt Engels
Client Relations Specialist, Beeline

D 630-657-2826
matthew.engels@exeloncorp.com

4300 Winfield Road
Warrenville, IL 60555

Intelligent workforce solutions
www.beeline.com

From: Fruehe, Martin G.:(ComEd)
Sent: Wednesday, January 04, 2012 4:52 PM
To: Engels, Matthew J.:(BSC)
Subject: RE: Code Block

Matt –
The code block below is correct for Chris Dunn’s current project work.

Scope of work as a Financial Analyst in Revenue Policy:

- Research financial issues to support ComEd’s position on particular matters in regards to cost recovery
- Create schedules and work papers required for ICC rate case filing
- Respond to discovery requests from third parties
- Support ComEd witnesses as needed

Marty Fruehe
ComEd Revenue Policy Dep’t
630-437-2063 (office)
630-346-5626 (cell)

From: Engels, Matthew J.:(BSC)
Sent: Wednesday, January 04, 2012 3:54 PM
To: Fruehe, Martin G.:(ComEd)
Subject: Code Block

Code Block	Business Unit	Facility	Department	Sub Account	Project	Operating Unit	Product	Customer Segment
Allocation Units:	601	CED	08522	515060	11RPDFR10			

Matt Engels
Client Relations Specialist, Beeline

D 630-657-2826
matthew.engels@exeloncorp.com

4300 Winfield Road
Warrenville, IL 60555

Project Labor Scope of Work Template

This document is evidence that Exelon Corporation does not consider this engagement to be classified as Staff Augmentation. Rather, this is a Project Labor engagement.

TO BE COMPLETED BY EXELON

1. PROJECT OVERVIEW

In order to file the supporting documentation required for a Part 285 (rate case) filing, assistance is needed by the Revenue Policy department to compile, research and analyze the data and information needed to complete the required schedules. Assistance is also needed with the large volume of discovery expected. Such data request need to be completed within the time allotted, usually 2 to 3 weeks.

2. SERVICES

Gather, research and analyze data required for schedule completion.
Complete assigned schedules with appropriate data.
Complete data requests as assigned.

3. DELIVERABLES

Schedules accurately completed in a timely manner as assigned by manager.
Assigned data requests accurately completed in time allotted.

4. SCHEDULE

Schedule Completion - April 27 through rate case filing date (likely July, 2011).
Data Request Completion – As needed, through rebuttal phase of rate case (likely, December 2011)

This project could be cancelled or postponed at any time as regulatory/legislative conditions change.

5. MILESTONES

N/A

6. ACCEPTANCE CRITERIA/TESTING

N/A

TO BE COMPLETED BY SUPPLIER

7. ESTIMATE

Vendor’s charges under this Task Order shall be determined with reference to the Estimate attached hereto as Attachment No. 1.

[Attach Exelon-Estimate as Attachment No. 1.]

8. PROJECT MANAGER

[Insert the name, position and contact information of the Supplier project manager]

**Martin Fruehe
Manager, Revenue Policy
ComEd
3 Lincoln Center
Oakbrook Terrace, IL 60018
630-437-2063**

9. VENDOR PERSONNEL

The following Supplier Personnel will be assigned to perform the Services in this Task Order.

Name	Position	Role
Chris Dunn	Financial Analyst	Assistance with filing rate case and subsequent discovery.

10. EXELON RESPONSIBILITIES

ComEd will provide contractor with access to Lincoln Center 3, an appropriate work space, computer and telephone, and office supplies as needed.

11. OTHER PROVISIONS

This project could be changed, cancelled or postponed at any time as regulatory/legislative conditions change.

[Insert any additional terms agreed to by the parties.]

The terms of this Task Order are agreed to by:

12. [insert the EXELON entity] [acting by and through its agent, Exelon Business Services Company]

13. Vendor

By: ComEd _____

By: _____

Name: Martin Fruehe

Title: Manager, Revenue Policy

Date: 4/22/2011

Name: _____

Title: _____

Date: _____



January 20, 2012

Mr. David Stahl
Eimer Stahl LLP
224 South Michigan Avenue
Suite 1100
Chicago, Illinois 60604

Dear Mr. Stahl:

Booz & Company (“Booz”) is pleased to assist Commonwealth Edison (“ComEd” or “the Company”) in support of certain planned regulatory filings with the Illinois Commerce Commission (“ICC” or “the Commission”). This letter confirms our understanding of the scope of this engagement, the key activities to be completed, and our staffing, timing and professional fees.

UNDERSTANDING AND APPROACH

You have asked Booz to support the Company in assessing certain costs. The intent of this assessment is to develop targeted material that will be available to the Company. Booz & Company has experience in the conduct of assessments of service company costs and charges. We will analyze the inclusion of incentive costs in the service company allocations to ComEd. As a result of our analyses, Booz & Company will prepare a written summary of our findings available to you for potential use in the regulatory proceedings.

Booz & Company (N.A.) Inc.
901 Main Street
Suite 6500
Dallas, TX 75202
Tel 1 214 746 6500
Fax 1 214 712 6660
www.booz.com

STAFFING, TIMING, QUALIFICATIONS AND, FEES

Mr. Earl M. Simpkins, Jr., a Vice President in the Utilities Practice in our Dallas Office, will have overall client service responsibility. He will be assisted by **Eric Powell**, a Senior Associate in our Dallas Office. Additionally, one other qualified Booz resource will be used on a day-to-day basis. We are prepared to begin this assignment immediately and anticipate this assignment to continue as needed in support of potential testimony development and ICC proceedings.

Based on our understanding of the scope of review that you request, we estimate our total professional fees to range between \$35,000 and \$40,000 per week. Administrative expenses will be billed at the actual cost thereof.

Additional assignments outside the scope of the engagement provided for herein (e.g., witness preparation, oral testimony, discovery support, and rebuttal testimony).

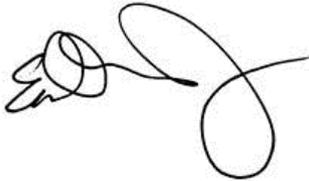
We will submit our invoice monthly for our fees and for expenses incurred. Invoices are payable via electronic funds transfer to the following bank account within 10 days of receipt:

JP Morgan Chase Bank
REDACTED

Booz & Company will devote its best professional efforts to this assignment. All findings, conclusions, and recommendations will represent our best judgment based on the information available. A copy of our standard terms and conditions is attached as Appendix I. Should you have any questions, please call me at 214-746-6571.

To confirm your agreement to the foregoing and authorize us to begin work, kindly sign the enclosed copy of this letter and return it to us at the above address.

Sincerely,



Earl M. Simpkins, Jr.
Vice President

BOOZ & COMPANY

**ACCEPTED AND AGREED AS OF THE
DATE FIRST ABOVE WRITTEN:**

ON BEHALF OF COMMONWEALTH EDISON

Accepted By: _____

Title: _____

Date: _____

CONFIDENTIALITY

Booz & Company shall not disclose to any third party any information provided to it by or on behalf of the Company or its affiliates in connection with services performed by Booz & Company pursuant to this engagement, including, without limitation, information relating to the contemplated regulatory filings and the existence of discussions with respect thereto (the "Confidential Information"), except for information which (a) now is or hereafter becomes available to the public (including, without limitation, any information filed with any governmental agency and available to the public) other than as the result of a disclosure by Booz & Company in breach hereof, (b) becomes available to Booz & Company on a non-confidential basis from a source other than the Company who is not known by Booz & Company to be otherwise bound by a confidentiality agreement with the Company or is not otherwise known by Booz & Company to be prohibited from disclosing such information to Booz & Company by obligation to the Company, (c) is developed by Booz & Company independently of, or was known by Booz & Company prior to, any disclosures of such information made by the Company to Booz & Company, (d) is required to be disclosed by Booz & Company by order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by subpoena, or any other administrative or legal process, or by applicable regulatory or professional standards, provided that Booz & Company gives advance notice of its intentions to disclose such information and reasonably cooperates in obtaining an appropriate protective order, (e) is disclosed by Booz & Company upon the advice of its counsel in connection with any judicial or other proceeding involving Booz & Company and/or the Company relating to the subject of this engagement letter or the services provided hereunder, provided that Booz & Company gives advance notice of its intentions to disclose such information and reasonably cooperates in obtaining an appropriate protective order or (f) is disclosed with the written consent of the Company.

Booz & Company agrees that Confidential Information disclosed to it by the Company shall be solely used in connection with providing services pursuant to this engagement letter or other services Booz & Company may be engaged to provide relating to potential future regulatory filings. Booz & Company will return or destroy all information and analyses and work product to the Company at the conclusion of the engagement contemplated by this letter, not otherwise necessary to be maintained to support discovery requests that may emerge. Booz & Company shall carry out its obligations hereunder using the same degree of care that it uses in protecting its own proprietary information, but at least a reasonable degree of care. Provided that Booz & Company shall have met the foregoing standard of care, it shall not be liable or responsible for any inadvertent or accidental disclosure of Confidential Information. The obligations set forth

herein with respect to Confidential Information shall continue in full force and effect for a period of three years from the effective date of this engagement letter.



July 16, 2012

Mr. David Stahl
Eimer Stahl LLP
224 South Michigan Avenue
Suite 1100
Chicago, Illinois 60604

Dear Mr. Stahl:

This letter confirms the engagement whereby Booz & Company, N.A., ("Booz") is assisting Eimer Stahl LLP (the "Client") on behalf of its client, Commonwealth Edison Company (the "Company"), in support of certain regulatory filings contemplated to be made by the Company with the Illinois Commerce Commission ("Commission"). This letter confirms our understanding of the scope of this engagement, the key activities to be completed, and our staffing, timing and professional fees.

SCOPE OF THE ENGAGEMENT

Booz will, under your direction and supervision, perform the following activities:

Rebuttal Testimony Development

The focus of our assistance will be on the preparation of rebuttal testimony associated with the 2011 merger costs allocated to ComEd. This includes responding to certain intervenor arguments that these costs should not be included in ComEd's formula rate determination. The specific tasks to be conducted include:

- Prepare a detailed outline of rebuttal testimony supporting the inclusion of ComEd merger costs
- Prepare draft rebuttal testimony supporting ComEd merger costs
- Review rebuttal testimony with Client and Company management
- Revise rebuttal testimony based on Client and Company management comments

Booz & Company (N.A.) Inc.
901 Main Street
Suite 6500
Dallas, TX 75202
Tel 1 214 746 6500
Fax 1 214 712 6660
www.booz.com

- Unplanned and unforeseeable rate case preparation support

Discovery Support

Once the rebuttal testimony has been filed, the focus of our assistance will be on developing responses to discovery requests from ICC Staff and interveners related to this testimony. The specific tasks to be conducted include:

- Preparation of draft responses based on intervener discovery related to rebuttal testimony filed
- Review of draft responses with Client and Company management
- Revise draft responses based on Client and Company comments
- Unplanned and unforeseeable discovery support (e.g., workshop preparation, workshop delivery, etc.)

Hearings Preparation

Once the discovery period ends and the ICC Staff and interveners have filed rebuttal testimony related to the case, the focus of our assistance will be on preparing surrebuttal testimony (if required) in response to intervener testimony. Additionally our assistance will include preparing for the rate hearings related to the rebuttal and surrebuttal testimony filed. The specific tasks to be conducted include:

- Analysis of intervener rebuttal testimony
- Preparation of draft outline of surrebuttal testimony
- Prepare draft surrebuttal testimony
- Review draft surrebuttal testimony with Client and Company management
- Revise draft surrebuttal testimony based on Client and Company comments
- Preparation, review and revision of surrebuttal testimony, as required
- Preparation for rate hearings (e.g., review of testimony and backup workpapers, review of ICC Staff and intervener testimony, preparation for cross examination)
- Unplanned and unforeseeable hearings support
- Unplanned and unforeseeable support subsequent to hearings (e.g., settlement scenario analysis, etc.)
- Testimony at rate hearings

STAFFING, TIMING, AND FEES

Mr. Todd J. Jirovec, a Vice President in the Utilities Practice in our Dallas Office, will have overall client service responsibility. He will be assisted by 1-2 qualified Booz resources on a day-to-day basis. We are prepared to begin this assignment immediately and anticipate this assignment to continue as discovery proceeds in support of Commission proceedings.

Based on our understanding of the scope that you request, we estimate our total professional fees to range between \$35,000 and \$40,000 per week for rebuttal testimony development. Administrative and out of pocket expenses will be billed at the actual cost thereof.

The Booz staffing levels required to execute the activities related to **Discovery Support and Surrebuttal Testimony and Hearings Preparation** are difficult to estimate at this time and will fluctuate based on the nature, level, and timing of the tasks required. Based on our prior experience, Booz resources required to perform the tasks related to **Discovery Support and Surrebuttal Testimony and Hearings Preparation** will likely be lower and fluctuate based on the amount, timing and complexity of the interrogatories submitted. These tasks will likely also be required to be completed during periods of high intensity efforts to meet the agreed upon response schedule (e.g., responses will be required within a certain number of days after submittal of interrogatory). The **Rebuttal Testimony and Hearing Preparation** tasks will likely consist of more senior dedicated time and will be billed on a time and materials basis reflecting the level of effort required. We will discuss with you our team and fee estimate prior to initiating work in these two phases.

We will submit our invoice monthly for our fees and expenses incurred. Invoices are payable via electronic funds transfer to the following bank account within 10 days of receipt:

IP Morgan Chase Bank
REDACTED

Booz & Company will devote its best professional efforts to this assignment. All findings, conclusions, and recommendations will represent our best judgment based on the information available. A copy of our standard terms and conditions is attached as Appendix I. Should you have any questions, please call me at 214-746-6525.

To confirm your agreement to the foregoing, kindly sign the enclosed copy of this letter and return it to us at the above address.

Sincerely,

A handwritten signature in cursive script that reads "Todd J. Jirovec".

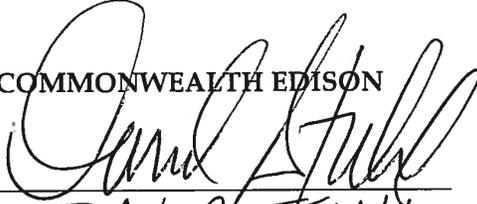
Todd J. Jirovec
Vice President

BOOZ & COMPANY

ACCEPTED AND AGREED AS OF THE
DATE FIRST ABOVE WRITTEN:

ON BEHALF OF COMMONWEALTH EDISON

Accepted By: _____



Name: _____

DAVID STAHL

Title: _____

EIMER STAHL, Partner

Date: _____

7/16/12

1. **Scope of Work:** Booz & Company (N.A.) Inc. ("Booz") hereby agrees to perform the work described in the attached proposal to Client (the "Proposal").
2. **Compensation:** Client agrees to pay Booz for the services rendered to the Client pursuant to this Agreement and to reimburse Booz for expenses incurred in connection with providing such services in accordance with the attached Proposal. Invoices are payable within ten days of receipt of invoice.
3. **Confidentiality:** Each party shall keep confidential and shall not use (except in connection with this Agreement) any confidential information disclosed to it by the other party. The parties agree that the following shall not constitute "confidential information":
 - (i) information that was in the public domain or in the possession of the receiving party at the time of disclosure to that party by the other party,
 - (ii) information independently developed by a party,
 - (iii) information that subsequently comes into the public domain through no fault of the receiving party, and
 - (iv) information that is also disclosed to the receiving party by a third party who is under no obligation to the disclosing party to keep that information confidential.

The foregoing notwithstanding, Booz may serve other clients in the same industry as long as it does so without compromising its responsibility to maintain the confidentiality of Client's confidential information including parties with whom you compete or have a commercial relationship.
4. **Cooperation:** Both Booz and Client acknowledge and agree that successful completion of this assignment will require their full and mutual good faith cooperation. The development tasks to be performed by Client personnel, including staffing requirements, and the obligations of Client regarding such personnel, are as set forth in the Proposal. In addition to performing those tasks identified in the Proposal, Client agrees to provide such services, equipment, software and support as are stated to be Client's responsibility in the Proposal. Client further agrees that information provided to Booz shall be complete, accurate and prompt, that its reviews of Booz work shall be timely and shall be performed by personnel fully familiar with Client's business and requirements.
5. **Use of Information:** Client understands and agrees that in performing this assignment Booz will be using publicly available information and information in reports and other material provided by others, including, without limitation, information provided by Client, and that Booz does not assume responsibility for and may rely, without independent verification, on the accuracy and completeness of any such information.
6. **Use of Work Product:** Client understands and agrees that all reports, analyses or other material provided by Booz are solely for Client's information and use in connection with the assignment and may not be delivered to any third party without the prior written consent of Booz, except as required by law. Booz shall retain all rights to concepts, approaches, methodologies, models, tools, generic industry information, knowledge and experience possessed by Booz prior to, or acquired by it during, the performance of the assignment.
7. **Limitation of Liability:** Booz shall have no liability with respect to its obligations under this Agreement or otherwise for consequential, incidental or punitive damages even if it has been advised of the possibility of such damages. In any event, the liability of Booz to Client for any reason and upon any cause of action shall be limited to the amount paid to Booz by Client hereunder. This limitation applies to all causes of action in the aggregate, including without limitation to breach of contract, breach of warranty, negligence, strict liability, misrepresentations, and other torts.
8. **Indemnification:** Client hereby agrees to indemnify and hold Booz harmless from and against all claims, liability, losses, damages and expenses as they are incurred, including legal fees and disbursements and the cost of Booz personnel time at normal professional rates relating to or arising out of any transaction or matter which is related to the subject matter of the assignment. Client shall not, however, be liable under this indemnity to the extent that any such claims, liability, losses, damages and expenses result from the gross negligence or willful default of Booz.
9. **Dispute Resolution:** Any dispute whatsoever between the parties arising out of or relating to the assignment shall be settled by arbitration in New York, New York under the Rules of Arbitration of the American Arbitration Association ("AAA"), and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof. The arbitration shall be conducted in English by three Arbitrators. The party initiating arbitration shall appoint an Arbitrator in its arbitration notice to the other party who shall appoint the second Arbitrator within 30 days of receipt of the notice. If the second party shall fail to appoint an Arbitrator within that period then the second Arbitrator shall be appointed by the AAA. The first two Arbitrators shall appoint a third Arbitrator within 30 days of the appointment of the second Arbitrator. If the first two Arbitrators fail to appoint a third Arbitrator within that period, the third Arbitrator shall be appointed by the AAA.
10. **Termination:** In the event that either party hereto becomes or is declared insolvent or bankrupt, is the subject of any proceedings relating to its liquidation, insolvency or for the appointment of a receiver or similar officer for it, makes an assignment for the benefit of all or substantially all of its creditors, or enters into an agreement for the composition, extension, or readjustment of all or substantially all of its obligations, then the other party hereto may, by giving written notice thereof to such party, terminate this Agreement as of a date specified in such notice of termination. The Client may also terminate this Agreement at any time by giving Booz thirty days' written notice to that effect; in such event, Booz shall be entitled to payment for services rendered and for expenses and obligations incurred in connection with this Agreement prior to the effective date of termination.
11. **Independent Contractor:** Booz is an independent contractor and not an agent or representative of Client. No employee of Booz shall be deemed an employee of Client. Except as otherwise expressly agreed, Client will not have control over Booz or its employees. Booz agrees that it shall be Booz's responsibility to withhold all federal, state or local income taxes, social security taxes, unemployment and other payroll taxes required by law to be withheld from the compensation of the employees performing services hereunder.
12. **Equal Opportunity:** Booz agrees that it will not discriminate against any employee or applicant for employment on account of race, color, religion, sex, sexual orientation, disability or national origin.
13. **Laws and Regulations:** Booz agrees, in connection with the performance of services hereunder, to comply with all applicable federal, state or local laws and regulations.
14. **Third-Party Hardware and Software:** The parties understand that any work product delivered under this Agreement may include certain third-party hardware and/or software products. It is acknowledged by Client that Client shall be solely responsible for obtaining licenses to such third-party software, if such software is not already in Client's possession, including the right to incorporate such software into its systems. Booz makes no warranties or representations hereunder, express or implied, as to the quality, capabilities, operations, performance or suitability of any third-party hardware or software including the ability to integrate with any software developed for Client, and the quality, capabilities, operations, performance and suitability of such third-party hardware or software lies solely with Client and the vendor or supplier of that hardware or software.
15. **No Third-Party Beneficiaries:** Booz and the Client mutually agree that this Agreement is intended by them to be solely for the benefit of the parties hereto and that no third parties may rely on any reports, analyses or other material provided by Booz or shall obtain any direct or indirect benefits from the Agreement, have any claim or be entitled to any remedy under this Agreement or otherwise in any way be regarded as third-party beneficiaries under this Agreement.
16. **Securities:** No reference may be made to Booz in any prospectus, proxy statement, offering memorandum, or similar document without Booz's prior written consent, which Booz may, in its discretion, withhold.
17. **Best Efforts:** Booz agrees to undertake this assignment on a best efforts basis and that its findings and recommendations will reflect its best judgment based on the information available to it.
18. **Assignment:** The Client and Booz agree that neither party may assign its rights under this Agreement without the prior written consent of the other party.
19. **Force Majeure:** Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to a cause beyond its reasonable control. Performance times shall be considered extended for the period required to make up the work lost because of such cause.
20. **Miscellaneous:** The attached Proposal and these terms and conditions constitute the entire agreement and understanding between the parties with respect to the subject hereof and merges and supersedes all prior discussions and writings with respect hereto. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, as if it were executed and were to be performed entirely within the State of New York. No modification, alteration or amendment of this Agreement shall be effective unless contained in a writing that is signed by both parties and that specifically refers to this Agreement. In the event that any term or provision of this Agreement shall, for any reason, be held to be illegal, invalid or unenforceable under the laws, regulations or ordinances of any federal, state or local government authority to which this Agreement is subject, such term or provision shall be deemed severed from this Agreement, and the remaining terms and provisions will be unaffected thereby.
21. **Headings:** The headings in these Terms and Conditions are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

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

June 6, 2012

David J. O'Brien
Bridge Energy Group
377 Simarano Drive
Suite 260
Marlborough, MA 01752

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

Dear Mr. O'Brien:

This letter will set forth the terms under which Bridge Energy Group 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 Bridge Energy Group, but Mr. O'Brien will be primarily responsible for the work performed, and ComEd will be the ultimate beneficiary 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 comment on issues related to ComEd's Application for Rehearing. Additional services may be performed as well, as we may request from time to time.

We will compensate Mr. O'Brien at the hourly rate of \$375 per hour for all work performed on this engagement. ComEd will also reimburse you for your reasonable out-of-pocket expenses. We ask that Bridge Energy Group 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 and Bridge Energy Group will maintain in confidence all materials provided to you in connection with this engagement. In addition, without our prior consent, you will not disclose to any third parties any work performed by 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

EimerStahl

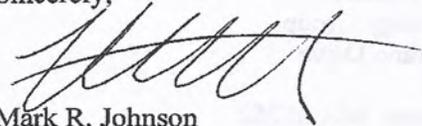
EimerStahl^{LLP}

David J. O'Brien
June 6, 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.

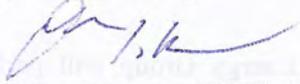
We look forward to working with you on this important matter.

Sincerely,



Mark R. Johnson

Accepted
Bridge Energy Group

By 

David J. O'Brien

GENERAL TERMS AND CONDITIONS

Exelon

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. Seller's commencement of performance of Work shall be deemed an effective mode of acceptance of Buyer's offer or counteroffer, as the case may be, and the terms and conditions contained in this PO. Time is of the essence under 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.

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 45 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, in law, or in equity. 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 copy of the freight bill. Sales/use taxes are not applicable to freight charges. Notwithstanding any provisions in this PO or herein collectively, the "Contract Documents") to the contrary, Buyer may decline to pay an invoice, in whole or in part, to the extent Buyer decides it is necessary to protect it from loss due to: (1) material not reaching by Seller of any of its obligations under this PO; (2) reasonable evidence that Work will not be completed within the time requirements specified in this PO; (3) unsubstantiated or unsupported amounts invoiced by Seller; (4) Seller's failure to properly pay subcontractors; or (5) Seller's failure to submit an invoice within 180 days of the applicable submission provisions hereinabove. 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 any and all present and future indebtedness of Seller to Buyer under any other PO.

3. Delivery. Delivery of Material arriving from international locations shall be "DDP (Delivered Duty Paid)- Exelon delivery dock," unless otherwise specified in this PO. The delivery terms for Material originating domestically shall be "FOB (Destination Freight Prepaid & Add) - Exelon Delivery Dock", unless otherwise specified in this PO. Buyer may expedite deliveries. Seller shall notify Buyer promptly of any conditions affecting the date the Material is to be received at the "ship to" address specified in this PO (the "Delivery Date"). This notice shall be required for conditions affecting both the date and early delivery. Buyer may, at its sole option, accept or reject deliveries that vary from the specified Delivery Date or quantity except for authorized partial shipments.

4. Title and Risk of Loss. (a) Material. Title and risk of loss of the Material shall remain with Seller until Buyer accepts the Material or, if required in this PO, Seller and Buyer execute a Certificate of Final Completion. Title shall be free and clear of all liens and encumbrances. When shipment is "FOB ship point," if Material is received at its destination in a damaged condition and a claim for such damage is denied by the carrier or basis that such damage was attributable to Seller, Seller shall replace such damaged Material at no cost to Buyer. 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 Services or any property of Buyer in the custody of Seller shall remain with Seller until Buyer accepts 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 acceptance 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 or use taxes that apply to this price is inclusive of any and all taxes, fees, excises, and charges which are now or hereafter imposed by federal, state, county, municipal, local, foreign or other governmental or public authorities ("Governmental Authorities") with respect to the prices set forth in the PO, 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 the PO. The invoice shall separately identify 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 (1) state sales and use tax, where applicable, shall be billed on the invoice if Seller is authorized by applicable law to collect such tax or (2) if subsection (1) is not applicable, the tax shall be billed on the invoice as reimbursement by Buyer to Seller at the time Seller pays such tax to the appropriate state. Seller shall bill Buyer for collection or reimbursement of taxes, as applicable, prior to Final Completion and shall bill as a dollar for dollar collection or reimbursement as applicable (dollar collection/reimbursement for dollar paid to Seller). To the extent Seller fails to bill Buyer pursuant to this Section 5, then Seller shall be responsible for all penalties and interest payments associated with such failure (whether assessed against Buyer or Seller) and the payment of such tax shall be the responsibility of the Buyer or Seller as failed.

submit an invoice within the 180 day invoice submission requirement of Section 2. Seller shall not include state sales or use tax in its prices for the Services. Buyer shall have the right to direct the basis on which any taxes included in the prices or for which it may be responsible will be paid or contested and to control any contest, including the right to initiate any contest, in the name of Seller. Buyer shall reimburse Seller for any interest, penalties, or expenses Seller may incur as a result of any contest initiated or any direction given by Buyer with respect to the payment of such taxes. Seller will promptly furnish Buyer with all information Buyer requests for the purpose of determining the amount of any tax liability under this agreement. 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.

Warranties for Work. (a) Material. Seller warrants that the Material furnished to Buyer hereunder (i) will be of new manufacture and will be free from defects in design, workmanship and materials, (ii) will be suitable for its intended purpose as specified in this PO, (iii) will be fit for the particular purpose intended therefore to the extent such purpose is set forth in this PO, (iv) will be manufactured, sold and delivered in accordance with the then prevailing applicable laws, industry standards and practices, and (v) will have been fully tested to meet the requirements of this PO. Seller further warrants that the Material will comply with (1) the specifications provided to Seller, and (2) all performance requirements, tolerances and representations provided to Seller. Seller agrees that it will obtain and assign or otherwise provide to Buyer the benefits of any warranties provided by manufacturers or suppliers of material or equipment incorporated into the Material, and will perform its responsibilities so that such warranties remain in full force and effect. (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 this PO. Seller further warrants that the Services will be properly performed in accordance with the then prevailing applicable laws, industry standards and practices.

Remedies. Seller shall correct or replace any nonconforming Work, at Seller's expense, promptly after notification by Buyer within a period of 2 years after acceptance 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. All costs and expenses associated with access to, correction or replacement of Work shall be paid by Seller, and Buyer may charge Seller all expenses of unpacking, examining, repacking, and reshipping any rejected Material. All warranties for any corrected or replaced Work shall extend to 2 years from the date of Buyer's acceptance 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. In the event of Seller's failure to correct or replace Work, in accordance with the terms hereof, Buyer, after notice to Seller, may correct any deficiencies in, or replace, Work at Seller's expense. Each of Buyer's rights and remedies under this PO shall be

cumulative and additional to any other or further rights or remedies provided in law or equity under the UCC or otherwise. Buyer shall retain all rights of legal action in tort under this PO on all issues relating to contribution, insurance coverage, and contract indemnity.

8. Changes in the PO. Buyer shall have the right at any time to make changes in this PO, including, but not limited to, change presentations, drawings, designs, specifications, by issuance 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 made, and this PO shall be modified in writing accordingly. Any such equitable adjustments requested by Seller shall be asserted in writing to Buyer within 30 days after Seller's receipt of notification of 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 to the attention of and to bind the attention of Buyer to the provisions of this PO to the attention of and to bind the attention of a subcontractor to whom it subcontracts any of Work by the provisions of this PO ("Subcontractor").

10. Indemnification. (a) Seller's Indemnification. Seller has assumed absolute and entire responsibility for all damage, loss or injury of any kind, direct or indirect, to any person (including death), including but not limited to employees of Buyer Parties, Seller and/or Seller's subcontractor, or property arising directly or indirectly out of or in any manner associated with performance by Seller under this PO (including any way caused by or resulting from the performance of the Work covered by this PO). Seller shall, to the fullest extent permitted by applicable 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 attorneys' fees and costs) and liabilities sustained or incurred by the Buyer Parties for any damage, harm, loss or injury of any kind, direct or indirect, to any property or person (including death), including, but not limited to, claims for injuries to employees of the Buyer Parties, Seller and any Subcontractor, arising directly or indirectly out of or in any manner associated with the Work under this PO or any contact with or encounter with any property, equipment, vehicles, facilities or personnel of Buyer Parties, regardless of whether any such liability, damage, or injury is caused by, results from or arises out of the negligence, fault or other liability of the Buyer Parties or any other party to this PO. Seller shall further, to the fullest extent permitted by applicable Law, indemnify, defend the Buyer Parties upon request, and hold Buyer Parties harmless against any loss sustained or incurred by Buyer Parties (including attorneys' fees and expenses) for any breach or nonperformance by Seller or its Subcontractors of any portion of this PO. The Buyer Parties' right to indemnification shall specifically include loss or damage to the Buyer Parties' property. The Buyer Parties' right to indemnification under this Section 10(a) shall include, but not be limited to, all loss, costs, legal fees and expenses associated with obtaining legal advice, prosecuting and defending any legal claim regarding **CFRG 0026694**, breach,

is PO, contractual indemnity under this PO, or defense of any lawsuit filed by anyone for any claim relating either directly or indirectly to the Work or this PO. Except as may be otherwise provided by applicable law, Buyer's right to indemnification shall not be impaired or diminished by any act, omission, misconduct, negligence or default of Buyer or any employee or agent of Buyer who may be alleged to have contributed thereto. 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 in all circumstances, applications, and situations 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 or others (including Seller's suppliers and subcontractors and the employees of Seller, said suppliers and subcontractors, or Buyer) of any actual or asserted failure of Seller to comply with any law, ordinance, regulation, rule, or order of any governmental body.
- (c) Survivability. This Section 10 shall survive termination of the PO.

1. 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 (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 \$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 required by subsection (c) (including but not limited to coverage for claims against Exelon for injuries to employees of Contractor or any subcontractors) 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. Whenever Seller shall have Buyer's property in its possession for Seller's fabrication or otherwise as herein required, Seller shall be deemed the insurer thereof and shall be responsible for such property until its return to and acceptance by Buyer. Insurance coverage provided by Seller under this PO shall not include any of the following: any claims made insurance policies; any self-insured retention or deductible amount greater than \$250,000 unless approved

in writing by Buyer; 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 negligence; any policy or endorsement language which limits the coverage 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 (i) Work is not performed at the time specified, (ii) Seller breaches any other provision of this PO and the breach is not cured within the number of calendar days of receipt by Seller of notice of such breach, or (iii) Seller is a debtor in bankruptcy or is generally not paying its debts as such debts become due, 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, Buyer shall not be required to make 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 to extend, suspend, or delay Seller's performance or upon 30 calendar days' notice to Seller terminate the PO, in whole or in part, at Buyer's convenience. If Buyer terminates Seller's performance hereunder, Seller shall immediately stop all Work under the PO and immediately cause its suppliers and subcontractors to cease all 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 interest in the 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. Buyer shall have the right to complete the Work by means other than the use of Seller, and in doing so, Buyer shall have the right to exercise its sole discretion as to the manner, method, and reasonableness of the costs of completing the Work. Seller shall bear any extra expenses incurred by Buyer in completing Work, including all increased costs. After all Work contemplated by this PO has been completed, Buyer shall calculate the total expenses for the completed Work. If the total expenses are less than any unpaid balance due Seller, the excess shall be paid to Buyer by Seller. If the total expenses exceed the unpaid balance due Seller, Seller shall be liable to Buyer and shall pay the difference to Buyer on demand; and (2) If Buyer terminates this PO in accordance with Section 12(b), Buyer shall make payment to Seller for all reasonable and unavoidable disbursements and expenses which Seller 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. 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 Section 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 not to exceed the time lost as a result of the extension, suspension, or delay. With the exception of extensions, suspensions, or delays, ~~RCE 0026695~~ force maj

vent, 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.

3. 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.

4. Intellectual Property & Infringements. Seller shall pay all royalties and license fees which may be payable on account of performance or use of any of Work. If any action or proceeding brought against Buyer is based on a claim of infringement of a proprietary or intellectual right or interest arising out of Seller's performance of Work and, if Buyer promptly notifies Seller in writing of any such action or proceeding, Seller shall, at its own expense, do the following to assure continuation or use of Work: (a) indemnify and defend Buyer from such action or proceeding and pay all damages, costs, losses, claims, awards, settlements, attorney's fees and expenses, or any of them, arising out of such action or proceeding; (b) procure for Buyer the right to continue to use any part of Work affected by such action, or replace or modify, with Buyer's approval, any Work determined to be infringing such that the infringement is removed; and (c) if in any such action or proceeding a temporary restraining order ("TRO") or preliminary injunction ("PI") is granted, then Seller shall, by giving a satisfactory bond, or otherwise, endeavor to secure the suspension of such TRO and/or PI against Buyer's use of Work. Buyer may be represented by and actively participate through its own counsel in any such suits and proceedings if Buyer so desires

5. Proprietary and Confidential Information. (a) Seller shall provide Buyer with all reasonable information and documentation requested by Buyer in connection with Work. Buyer shall not be prohibited from disclosure or use of any such information or documents necessary for Buyer to secure or maintain in effect any license or permit, perform maintenance on Work, or otherwise to obtain the full benefits of Work.

b) The term "Confidential Information" shall mean all information or enhancements which relate to past, present, and future research, development, and business activities of Buyer 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 Buyer, including, without limitation, "Confidential Customer Information" as hereinafter defined.

c) Confidential Information shall not include:

- 1 Information lawfully known to Seller prior to the performance of such Work other than through other work with or Buyer or its Affiliates; or
- 2 Information that is publicly disclosed through no act of Seller, Subcontractors or any of their respective employees, either prior or subsequent to Buyer's disclosures of such information to Seller.

(d) Seller's Obligations.

During the term of this PO and thereafter, except as Buyer authorize in writing, Seller shall and shall cause its employees 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 Buyer only with the express written permission of Buyer; and
- 5 Return any and all tangible embodiments of Confidential Information to Buyer promptly following the request of Buyer, in any event upon completion of Work pursuant to this Agreement or the Purchase Order.

(e) "Confidential Customer Information" shall mean any and all information about Buyer's customers obtained by Seller or its employees in the course of performing this Agreement, including, 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 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 confidentiality obligations by its employees or subcontractors. All of the above restrictions and liabilities shall survive any termination of the Agreement.

CFRC 0026696

6. Assignment. Seller shall not assign its interest in this PO, or delegate any obligation under this PO, without the prior written consent of Buyer. Buyer, without limitation, reserves the right to assign this PO, or any interest, to a 3rd party to be selected by Buyer.

7. 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 equality and enforceability. The unenforceability of any provision of this PO in a specific situation shall not affect the enforceability of that provision in another situation or the remaining provisions of this PO.

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.

9. 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 60-7; (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 shall be in writing (unless in an emergency and then promptly thereafter in writing) and sent via facsimile transmittal, registered certified mail (postage prepaid), or by commercial overnight courier to Buyer's representative or Seller's representative as appropriate to 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 3rd parties, without the prior written consent of Buyer.

22. No 3rd Party Beneficiary. No provision of this PO is intended to be construed to be for the benefit of any 3rd party (other than a joint owner of a plant or facility for which Work is intended).

23. Non-Waiver. Failure or delay of Buyer to insist upon satisfactory performance by Seller or exercise any rights or remedies provided in this PO or by law shall not be deemed or construed as a waiver of claims. No waiver by Buyer of a breach of any provision of this PO shall constitute or be construed as a waiver of any other breach of that provision. No payment or certificate, final or otherwise, nor 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 shall 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 Buyer or its affiliates' customers. Such investigations must be completed prior to the 1st 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 misdemeanor, Seller shall remove such individual from performing Work hereunder unless and until (i) the charge is resolved without 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. Seller shall make all notification relating to commencement and progress of the Work as required by applicable laws. Additionally, where not in conflict with any applicable provision of this Section 26, Seller will comply with all applicable rules, policies, jobsite requirements, and procedures of Buyer.

"Policies and Procedures"), which shall be provided to Seller via Buyer's website. Buyer reserves the right to revise or update its 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.

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 assistance is within the scope of DOE's general authorization set forth at 10 CFR section 10.7 or if the transfer of such information is authorized by a special authorization issued by DOE pursuant to 10 CFR section 810.10.

c) Buyer's Policies and Procedures can be found on its secure website. Seller shall be given a password to access the website. Seller shall be responsible for checking the website periodically (but in no event less frequently than monthly) for any updates or revisions to the Policies and Procedures.

7. Independent Contractor Status and Use of Seller Personnel.

a) Seller shall comply with Buyer's Use of Contractor Policy, HR 100-1070, 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 Seller, 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

(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 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 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 of 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 TPAs. This section shall survive this Purchase Order and any release or blanket issued hereunder, for a period of 6 years

28. Audit.

Purchase Orders, all payments received pursuant to such Purchase Orders, and Seller's Work and workplace area and related offices 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 charges and invoices for reimbursement. Seller shall also include all Subcontracts issued in conjunction with any Purchase Order the right of Seller and/or Buyer or Exelon 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.

CFRC 0026698

29. Safeguarding Personal Identifying Information.

- a) "Personal Identifying Information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including any-(1) name, social security number, date of birth, official State or government issued driver's license or identification number, alien registration number, government passport number, employer or taxpayer identification number; (2) unique biometric data, such as fingerprint, voice print, retina or iris image, or other unique physical representation; (3) unique electronic identification number, address, or routing code; or (4) telecommunication identifying information or access device.
- b) Seller will utilize security mechanisms reasonably calculated to protect the confidentiality and integrity of Personal Identifying Information including, without limitation, the use of passwords, encryption technology, access control mechanisms and firewalls.
- c) In addition, Seller shall:
 - (i) hold any and all Personal Identifying Information it obtains in connection with this PO in strictest confidence and use and permit use of this Personal Identifying Information solely for the purposes of this PO;
 - (ii) disclose or provide access to Personal Identifying Information only to employees, subcontractors, vendors, service Sellers, employees, agents and any other third parties ("Seller's Representatives") who have a need to have access to such information in order to provide Services hereunder and only to the extent reasonably necessary to carry out Seller's obligations hereunder;
 - (iii) have, and in the future maintain in effect and enforce, rules and policies to protect against access to or use or disclosure of Personal Identifying Information other than in accordance with this PO, including without limitation written instruction to and agreements with Seller's Representatives to whom Personal Identifying Information is

disclosed to ensure that Seller's Representatives protect confidentiality of Personal Identifying Information;

(iv) have, and in the future maintain in effect and enforce, commercially reasonable and appropriate physical, procedural, administrative and electronic security measures to protect Personal Identifying Information including encryption, which comply with all applicable law requirements and are consistent with industry practice standards;

(v) immediately notify Buyer upon becoming aware of any unauthorized access to, disclosure or use of loss or any other potential corruption, compromise or destruction of any Personal Identifying Information and, Seller's cost and expense, assist and cooperate with Buyer concerning any investigation, disclosures to affected party and other remedial measures as requested by Buyer or required under any applicable privacy laws, and shall reimburse Buyer's reasonable costs and expenses, including without limitation, claims, internal administrative costs, third-party fees and expenses (including attorneys and consultants), and any other costs or losses related to such access, disclosure, use, loss, corruption, compromise or destruction of Personal Identifying Information. In the event of any such unauthorized disclosure of Personal Identifying Information by Seller or Seller's Representatives, Seller shall provide notice of such disclosure to the affected party if required by applicable privacy laws and Seller shall provide Buyer with a copy of such notice prior to providing it to such affected parties; and

(vi) remain responsible for any breach of obligations set forth in this Section 29 and any violation of any applicable privacy laws by Seller's Representative to the same extent as if Seller caused such breach or violation

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

ELON BUSINESS SERVICES COMPANY, LLC  Name: <u>Matthew Jones</u> Title: <u>Category Mgr</u> Date: <u>3-30-09</u>	SELLER: [INSERT SELLER NAME] By: <u>C2 LEGAL</u> Name: <u>DAVE MCISAAC</u> Title: <u>ACCOUNT MANAGER</u> Date: <u>3-10-09</u>
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EXHIBIT 1

THIRD PARTY PERSONNEL ACKNOWLEDGEMENT

DAVE McISAAC ("Seller Personnel"), acknowledge that I am an employee of C2 LEGAL ("Company"). I acknowledge that my Corporation, its affiliates, subsidiaries or any successor (the "Exelon Entities") is that of an independent contractor, not an employee of any of the Exelon Entities and that all services performed by me for one or more of the Exelon Entities is pursuant to an agreement between an Exelon Entity and _____ as an employee of Seller or one of its subcontractors, as applicable. I also acknowledge that during the period I perform services for or on behalf of the Exelon Entities pursuant to an arrangement with Seller, I am not entitled to compensation of any kind from the Exelon Entities or to participate in a plan or program of any kind offered to any employee of the Exelon Entities, and I expressly waive any and all such compensation and benefits. The preceding sentence will not prohibit me from receiving any earned and vested pension or retiree health care benefits from the Exelon Entities to which I am entitled as a former employee of one of the Exelon Entities.

I, I represent the following:

1. Check one: I am not a former employee of one of the Exelon Entities. OR

I am a former employee of one of the Exelon Entities

2. If I am a former employee of one of the Exelon Entities:

My Exelon Employee ID number (if available) was: _____

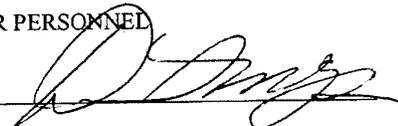
3. Check one: I am not eligible to receive (and am not currently receiving) a benefit under an Exelon Entity pension plan. OR

I am eligible to receive benefits under an Exelon Entity pension plan.

4. I am not currently employed by an Exelon Entity and will not accept employment with an Exelon Entity that commences during the period I was employed by Company.

5. If (a) I am an Exelon Entity retiree, I have not and will not provide any services on Exelon Entity matters, or (b) I am not an Exelon Entity retiree, I have not and will not provide, services designated by an Exelon Entity as "Staff Augmentation" services on Exelon Entity matters, regardless of whether such services were provided by me as an employee of Company or any other third party employer or regardless of whether I have worked, for a total period in excess of one year, unless an Exelon Entity has granted me a written exception to such one-year period, reaching the one year aggregate period.

SELLER PERSONNEL

Signed: 

Print Name: DAVID McISAAC

Date: 3-10-09

Note: An executed acknowledgement shall be provided to Seller named above.

Legal Services
Business Services Company
10 South Dearborn Street, 49th 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

David M. Stahl, Esq.
Eimer Stahl Klevorn & Solberg LLP
224 South Michigan Avenue, Suite 1100
Chicago, IL 60604

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

Dear David:

We are pleased that you and your firm will be able to advise and counsel Exelon Corporation, its subsidiaries and affiliated companies, on regulatory matters, as requested. Please reference our 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. This letter also confirms that we will be billed at your firm's Exelon Team Billing Rate. 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) **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
Enclosures
cc: Roxana Bashqawi

CFRC 0026669

RCE 00037

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

David M. Stahl

(312) 660-7602
dstahl@eimerstahl.com

January 19, 2012

VIA E-MAIL and U.S. MAIL

Richard G. Bernet
Exelon Business Services
10 S. Dearborn Street
49th Floor
Chicago, IL 60603

RE: Fee Arrangement – 2011 Formula Rate Case

Dear Rick:

This letter will memorialize the arrangement between ComEd and Eimer Stahl regarding fees to be paid for professional services in connection with the 2011 Formula Rate Case at the Illinois Commerce Commission (Docket 11-0721), through entry of a final Commission Order (prior to any rehearing). We will charge, and ComEd will pay, a flat fee of \$1,040,000 for all work on the case from inception. Beginning with November 1, 2011, we will bill ComEd for this amount, less the \$180,000 ComEd had paid for work on this case prior to November 1, 2011, in seven equal monthly amounts. In other words, ComEd will pay us an additional \$860,000; we would propose to bill this in installments of \$125,000 for the first six of the seven months, with the seventh bill being in the amount of \$110,000. Moreover, because our bill for November 2011 was in the amount of \$137,000, we will reduce the December bill accordingly, to bring the total for the first two months (November/December 2011) to \$250,000. ComEd will also reimburse our actual reasonable out-of-pocket costs.

Our monthly statements will simply reflect the amount due, but each of our attorneys and legal assistants working on this matter will maintain time records and descriptions of services just as they do on any other matter, for inspection by ComEd, the Commission or any other party as may be required or appropriate.

In addition, because of the uncertainty surrounding the level of work required in this new type of proceeding, if the value of our actual time (calculated at presently authorized ComEd rates) is 90% or less of the fixed fee, we will credit to ComEd 50% of the shortfall. Thus, for example, if the value of our time worked is only \$936,000 (90% of the \$1,040,000) we will credit to ComEd \$52,000. If the value of our time is 80% or less, we will credit to ComEd (in addition to the 50% credit) 75% of the additional shortfall. Thus, for example, if

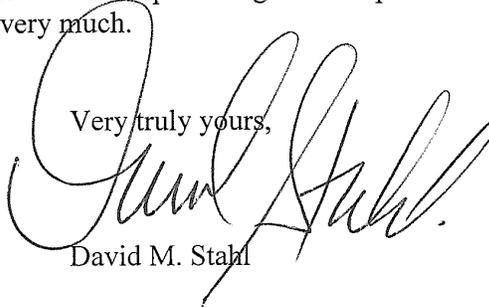
Richard G. Bernet
January 19, 2012
Page 2

EimerStahl

the value of our time turns out to be only \$780,000 (75% of the \$1,040,000), we will credit to ComEd \$169,000 (the \$52,000 plus 75% of the difference between \$936,000 and \$780,000). We will assume the entire risk that our fees exceed the agreed-upon amount.

If this agreement is acceptable to ComEd please sign in the space indicated below and return a signed copy to me. Thanks very much.

Very truly yours,

A handwritten signature in black ink, appearing to read "David M. Stahl". The signature is written in a cursive style with a large initial "D".

David M. Stahl

Accepted by:

A handwritten signature in black ink, appearing to read "Richard G. Bernet". The signature is written in a cursive style with a large initial "R".

Richard G. Bernet
On Behalf of ComEd

RCE 00039

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

David M. Stahl

(312) 660-7602
dstahl@eimerstahl.com

June 8, 2012

VIA E-MAIL and U.S. MAIL

Richard G. Bernet
Exelon Business Services
10 S. Dearborn Street
49th Floor
Chicago, IL 60603

RE: Fee Arrangement – 2012 Rate Case

Dear Rick:

This letter will memorialize the arrangement between ComEd and Eimer Stahl regarding fees to be paid for professional services in connection with the 2012 Formula Rate Case at the Illinois Commerce Commission (Docket 12-0321), through entry of a final Commission Order (prior to any rehearing). We will charge, and ComEd will pay, a flat fee of \$925,000 for all work on the case from inception. Beginning June 1, 2012, we will bill ComEd for this amount, less the \$67,513 ComEd had paid for work on this case prior to June 1, 2012, in seven equal monthly amounts of \$108,000 and a final payment of \$101,487. ComEd will also reimburse our actual reasonable out-of-pocket costs.

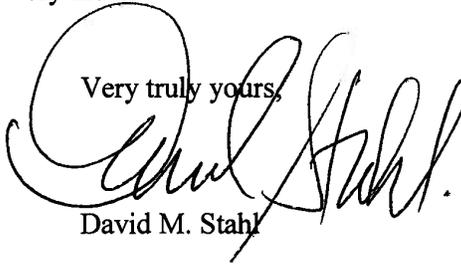
Our monthly statements will simply reflect the amount due, but each of our attorneys and legal assistants working on this matter will maintain time records and descriptions of services just as they do on any other matter, for inspection by ComEd, the Commission or any other party as may be required or appropriate.

In addition, because of the uncertainty surrounding the level of work required in this relatively new type of proceeding, if the value of our actual time (calculated at presently authorized ComEd rates) is 90% or less of the fixed fee, we will credit to ComEd 50% of the shortfall. Thus, for example, if the value of our time worked is only \$832,500 (90% of the \$925,000) we will credit to ComEd \$46,250. If the value of our time is 80% or less, we will credit to ComEd (in addition to the 50% credit) 75% of the additional shortfall. Thus, for example, if the value of our time turns out to be only \$693,750 (75% of the \$925,000), we will credit to ComEd \$150,312 (the \$46,250 plus 75% of the difference between \$832,500 and \$693,750). We will assume the entire risk that our fees exceed the agreed-upon amount.

Richard G. Bernet
June 1, 2012
Page 2

EimerStahl^{LLP}

If this agreement is acceptable to ComEd please sign in the space indicated below and return a signed copy to me. Thanks very much.

Very truly yours,

David M. Stahl

Accepted by:

Richard G. Bernet
On Behalf of ComEd

RCE 00041