



An Exelon Company

**Richard G. Webster, Jr.**  
Vice President  
Regulatory Policy and Strategy

Telephone 215.841.4000 ext 5777  
Fax 215.841.6208  
www.peco.com  
dick.webster@peco-energy.com

PECO  
2301 Market Street, 515  
Philadelphia, PA 19103

RECEIVED

April 29, 2013

APR 29 2013

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, Second Floor  
Harrisburg, PA 17120

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

Re: Affiliated Interest Agreement(s) between PECO Energy Company, Commonwealth Edison Company, Commonwealth Edison Company of Indiana, Inc. and "Additional Entities" (General Service Agreement – Master Agreement and all associated service agreements) and PECO Energy Company and "Affiliates" (Mutual Service Agreement – Master Agreement and all associated service agreements) – Docket No. G-2010-2211383

Dear Secretary Chiavetta:

PECO previously filed in this docket its General Services Agreement ("GSA") and Mutual Services Agreement ("MSA"), each executed on January 1, 2001. Pursuant to discussions with Commission staff, PECO is providing additional documents and information that provide additional detail regarding the cost allocation procedures and practices that PECO uses to implement the provisions of the GSA and the MSA.

An unbound original of the following documents are attached to this letter for filing in this docket and for Commission approval:

- PECO Energy Company Affiliate Service Agreements and Cost Allocation Manuals. (Although the MSA & GSA were previously provided, they are attached again to this letter for the reader's convenience.)

These documents in totality represent the complete set of agreements between PECO Energy and its affiliates and addresses concerns raised in discussions with Commission Staff. Pursuant to 66 Pa. Code Section 2103, these documents will be subject to continuing jurisdiction for any modifications or amendments. In the event that PECO materially modifies or amends these documents, it will therefore submit such future modifications or amendments for Commission approval. PECO submits the BSC cost allocation manual to the Federal Energy Regulatory Commission each year. PECO requests Commission approval of the BSC manual to the extent necessary given the FERC's jurisdiction over that manual.

# RECEIVED

APR 29 2013

Rosemary Chiavetta, Secretary  
April 29, 2013  
Page 2

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

In addition, an unbound original of the following documents are provided for filing in this docket for informational purpose only, but not for approval:

- PECO Energy Company Service Level Arrangements, June 2012
- PECO Energy Company Affiliate Level Arrangements, January 2013
- Exelon Corporation Corporate Organization Chart, January 2013
- Description of companies listed in Organizational Chart – Business Activities, January 2013

PECO considers its Cost Allocation Manuals, Service Level Arrangements, Affiliate Level Arrangements, and its Business Activities document to be confidential and proprietary information not to be included in public files. PECO has therefore designated those documents as Confidential, and is providing both a Confidential and Public version of this letter. PECO requests that only the Public version, which will not contain the Confidential attachments, be placed in the public file.

In addition, PECO will provide the Commission with its future Service Level Arrangements and Affiliate Level Arrangements as those arrangements are modified. Such changes will occur nominally on an annual basis for informational purposes only, but could occur more or less often than that.

Please let me know if you have any questions regarding this filing.

Sincerely,



Richard G. Webster, Jr.  
Vice President  
Regulatory Policy & Strategy

cc: Paul Diskin, Director, Technical Utility Services  
Darren Gill, Deputy Director, Technical Utility Services  
Carl Lesney, Director, Bureau of Audits  
Robert Young, Law Bureau  
Anthony Rametta, Technical Utility Services  
Dennis Hosler, Bureau of Audits  
John Clista, Bureau of Audits  
Tanya McCloskey, Office of Consumer Advocate  
Johnnie Sims, Bureau of Investigation and Enforcement  
Dan Asmuth, Office of Small Business Advocate

Re: Affiliated Interest Agreement(s) between PECO Energy Company, Commonwealth Edison Company, Commonwealth Edison Company of Indiana, Inc. and "Additional Entities" (General Service Agreement – Master Agreement and all associated service agreements) and PECO Energy Company and "Affiliates" (Mutual Service Agreement – Master Agreement and all associated service agreements)

Docket No. G-2010-2211383

**Contents:**

General Services Agreement (January 1, 2001)	Section A
Mutual Services Agreement (January 1, 2001)	Section B
Exelon Business Services Company Associate Transactions Procedures Manual (April 2013)	Section C
PECO Energy Company Mutual Services Agreement and Asset Transfer Agreement Cost Allocation Manual (March 2009)	Section D

**RECEIVED**

APR 29 2013

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

Re: Affiliated Interest Agreement(s) between PECO Energy Company, Commonwealth Edison Company, Commonwealth Edison Company of Indiana, Inc. and "Additional Entities" (General Service Agreement – Master Agreement and all associated service agreements) and PECO Energy Company and "Affiliates" (Mutual Service Agreement – Master Agreement and all associated service agreements)

Docket No. G-2010-2211383

**PECO Energy Company**

**Affiliate Service Agreements  
and  
Cost Allocation Manuals**

**April 2013**

**RECEIVED**

**APR 29 2013**

**PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU**

Re: Affiliated Interest Agreement(s) between PECO Energy Company, Commonwealth Edison Company, Commonwealth Edison Company of Indiana, Inc. and "Additional Entities" (General Service Agreement – Master Agreement and all associated service agreements) and PECO Energy Company and "Affiliates" (Mutual Service Agreement – Master Agreement and all associated service agreements)

Docket No. G-2010-2211383

## **Section A**

### **General Services Agreement (January 1, 2001)**

**RECEIVED**

APR 20 2013

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

GENERAL SERVICES AGREEMENT

BETWEEN

EXELON BUSINESS SERVICES COMPANY

AND

EXELON CORPORATION; EXELON ENERGY DELIVERY COMPANY, LLC;  
COMMONWEALTH EDISON COMPANY; PECO ENERGY COMPANY; EXELON  
VENTURES COMPANY, LLC; EXELON GENERATION COMPANY, LLC; EXELON  
ENTERPRISES COMPANY, LLC; UNICOM INVESTMENT INC.; AND THE  
SUBSIDIARIES, AFFILIATES AND ASSOCIATES OF EACH LISTED ENTITY.

THIS AGREEMENT, made and entered into this 1st day of January, 2001, by  
and between the following Parties: EXELON BUSINESS SERVICES COMPANY ("Services  
Company"), EXELON CORPORATION; EXELON ENERGY DELIVERY COMPANY, LLC;  
COMMONWEALTH EDISON COMPANY; PECO ENERGY COMPANY; EXELON  
VENTURES COMPANY, LLC; EXELON GENERATION COMPANY, LLC; EXELON  
ENTERPRISES COMPANY, LLC; UNICOM INVESTMENT INC; AND THE  
SUBSIDIARIES, AFFILIATES AND ASSOCIATES OF EACH LISTED ENTITY  
(collectively, the "Client Companies");

WITNESSETH:

WHEREAS, Client Companies, including EXELON CORPORATION, which is  
registered under the terms of the Public Utility Holding Company Act of 1935 (the "Act") and its  
other subsidiaries, affiliates and associates desire to enter into this agreement providing for the

performance by Services Company for the Client Companies of certain services as more particularly set forth herein;

WHEREAS, Services Company is organized, staffed and equipped and has filed with the Securities and Exchange Commission (“the SEC”) to be a subsidiary service company under Section 13 of the Act to render to EXELON CORPORATION, and other subsidiaries, affiliates and associates of EXELON CORPORATION, certain services as herein provided; and

WHEREAS, to maximize efficiency, and to achieve merger related savings, the Client Companies desire to avail themselves of the advisory, professional, technical and other services of persons employed or to be retained by Services Company, and to compensate Services Company appropriately for such services;

NOW, THEREFORE, in consideration of these premises and of the mutual agreements set forth herein, the Parties agree as follows:

#### Section 1. Agreement to Provide Services

Services Company agrees to provide to Client Companies, upon the terms and conditions set forth herein, the services hereinafter referred to and described in Section 2, at such times, for such period and in such manner as Client Companies may from time to time request. Except with respect to “Corporate Governance Services” as defined in Section 7 hereof, the Services Company shall perform only those services as are requested by the Client Companies. Services Company will keep itself and its personnel available and competent to provide to Client Companies such services so long as it is authorized to do so by the appropriate federal and state regulatory agencies. In providing such services, Services Company may arrange, where it deems

appropriate, for the services of such experts, consultants, advisers and other persons with necessary qualifications as are required for or pertinent to the provision of such services.

## Section 2. Services to be Provided

The services expected to be provided by Services Company hereunder may, upon request by a Client Company, include the services as set out in Schedule 2, attached hereto and made a part hereof. In addition to those identified in Schedule 2, Services Company shall provide such additional general or special services, whether or not now contemplated, as Client Companies may request from time to time and Services Company determines it is able to provide.

Notwithstanding the foregoing paragraph, no change in the organization of the Services Company, the type and character of the companies to be serviced, the factors for allocating costs to associate companies, or in the broad general categories of services to be rendered subject to Section 13 of the Act, or any rule, regulation or order thereunder, shall be made unless and until the Services Company shall first have given the SEC written notice of the proposed change not less than 60 days prior to the proposed effectiveness of any such change. If, upon the receipt of any such notice, the SEC shall notify the Services Company within the 60-day period that a question exists as to whether the proposed change is consistent with the provisions of Section 13 of the Act, or of any rule, regulation or order thereunder, then the proposed change shall not become effective unless and until the Services Company shall have filed with the SEC an appropriate declaration regarding such proposed change and the SEC shall have permitted such declaration to become effective.

### Section 3. Changes in Parties

New direct or indirect subsidiaries, affiliates and associates of EXELON CORPORATION, which may come into existence after the effective date of this Services Agreement, may become additional Client Companies of Services Company and subject to this General Services Agreement. In addition, entities which are, as of the effective date of this General Services Agreement, direct or indirect subsidiaries, affiliates and associates of EXELON CORPORATION, may thereafter leave the holding company system, in which case they will no longer be subject to this General Services Agreement. The parties hereto shall make such changes in the scope and character of the services to be provided and the method of assigning, distributing or allocating costs of such services as may become necessary to achieve a fair and equitable assignment, distribution, or allocation of Services Company costs among associate companies taking into account both the new subsidiaries and the subsidiaries which have left the holding company system, subject to the provisions of Section 2 above.

### Section 4. Compensation of Services Company

As compensation for the services to be rendered hereunder, Client Companies listed in Attachment A hereto, as revised from time to time, shall pay to Services Company all costs which reasonably can be identified and related to particular services provided by Services Company for or on Client Company's behalf (except as may otherwise be permitted by the SEC). All other Client Companies and their affiliates and associates (see Attachment B) shall pay to Services Company charges for services that are to be no less than cost (except as may otherwise be permitted by the SEC), insofar as costs can reasonably be identified and related by Services Company to its performance of particular services for or on behalf of Client Company.

The services described herein or contemplated to be provided hereunder shall be directly assigned, distributed or allocated by activity, project, program, work order or other appropriate basis. The factors for assigning or allocating Services Company costs to Client Company, as well as to other associate companies, are set forth in Schedules 1 and 2 attached hereto. Attachments A and B and Schedules 1 and 2 are each expressly incorporated herein and made a part hereof.

Any charges to the Client Companies on account of use of capital shall reflect a reasonable and efficient capital structure.

#### Section 5. Securities and Exchange Commission Rules

It is the intent of the Parties that the determination of the costs as used in this Agreement shall be consistent with, and in compliance with, the rules and regulations of the SEC, as they now exist or hereafter may be modified by the Commission.

#### Section 6. Service Review

The parties shall review each service covered by this Agreement on an as needed basis, to assess the quality of the service and to determine the continued need therefor, and shall, subject to the provisions of Section 2 above, amend the scope of services, delete services entirely from this Agreement, and/or decline services which are not "Corporate Governance Services," as defined in Section 7 hereof, as they determine to be necessary or desirable.

### Section 7. Corporate Governance Services.

Whether or not requested by the Client Companies, the Services Company may provide to all Client Companies, and Client Companies shall pay Services Company for, "Corporate Governance Services." Corporate governance consists of those activities and services reasonably determined to be necessary for the lawful and effective management of Exelon System businesses. Corporate Governance Services may be supplied from functions such as accounting, finance, executive, strategic planning, legal, human resources/benefits, audit, corporate communications and public affairs, environmental, health and safety, government affairs and policy, and investor relations. Corporate Governance Services may include, but are not limited to, the following: planning and project evaluation; finance and treasury; accounting and analysis; risk management; tax; shareholder and investor relations; merger and acquisition services; strategic planning; diversity; employee and labor relations; HR planning and development; compensation and benefits; legal services in the areas of securities, PUHCA, employment, regulatory, contract, litigation and intellectual property laws; legal and administrative support to the Board of Directors; environmental compliance activities; ethics and compliance programs; management services for compliance with Federal laws, regulations and other policy requirements, including relationship management with the U.S. Congress and Federal agencies; corporate communications; branding; corporate events; charitable support; community relations and communications to local organizations; and communications to employees.

### Section 8. Payment

Payment shall be by making remittance of the amount billed or by making

appropriate accounting entries on the books of the companies involved. Invoices shall be prepared on a monthly basis for services provided hereunder.

#### Section 9. EXELON CORPORATION

Except as authorized by rule, regulation, or order of the SEC, nothing in this Agreement shall be read to permit EXELON CORPORATION, or any person employed by or acting for EXELON CORPORATION, to provide services for other Parties, or any companies associated with said Parties.

#### Section 10. Client Companies

Except as limited by law or order of the SEC, Client Companies, their subsidiaries, affiliates and associates may provide services described herein to other Client Companies, their subsidiaries, affiliates and associates on the same terms and conditions as set out for the Services Company.

#### Section 11. Effective Date and Termination

This Agreement is executed subject to the consent and approval of all applicable regulatory agencies, and if so approved in its entirety, shall be deemed effective from the date that the merger between PECO ENERGY COMPANY and UNICOM CORPORATION was consummated, and shall remain in effect from said date unless terminated by mutual agreement or by any Party giving at least 90 days' written notice to the other Parties prior to the beginning of any calendar year, each Party fully reserving the right to so terminate this Agreement.

This Agreement may also be terminated or modified to the extent that performance may conflict with any rule, regulation or order of the SEC adopted before or after the making of this Agreement. This Agreement shall be terminated with respect to any Client Company immediately upon such Client Company ceasing to be a member of the Exelon holding company system.

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive such termination or expiration.

#### Section 12. Access to Records

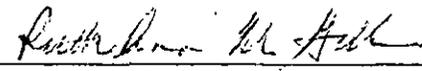
Records will be maintained in accordance with 17 C.F.R. §257 and in any event no less than seven years following a transaction under this Agreement. The Client Company may request access to and inspect the accounts and records of the Services Company, provided that the scope of access and inspection is limited to accounts and records that are related to such transaction.

#### Section 13. Assignment

This Agreement and the rights hereunder may not be assigned without the mutual written consent of all Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their authorized officers as of the day and year first above written.

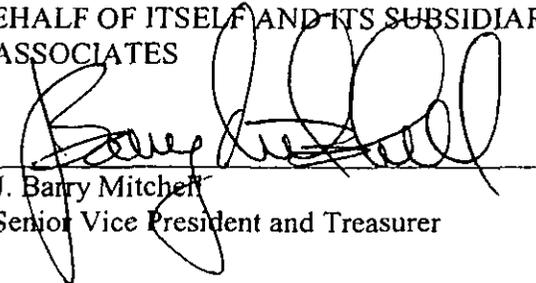
EXELON BUSINESS SERVICES COMPANY **RECEIVED**

By   
Ruth Ann M. Gillis  
Title: President

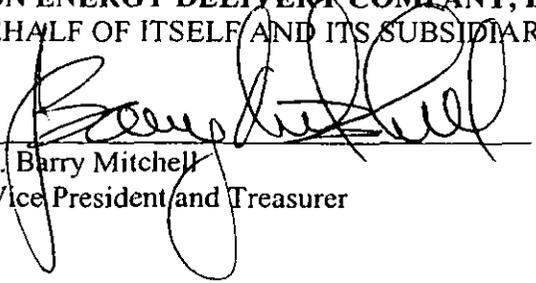
APR 29 2013

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

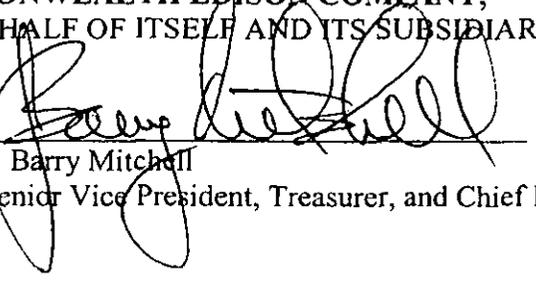
**EXELON CORPORATION,**  
ON BEHALF OF ITSELF AND ITS SUBSIDIARIES, AFFILIATES  
AND ASSOCIATES

By   
J. Barry Mitchell  
Title: Senior Vice President and Treasurer

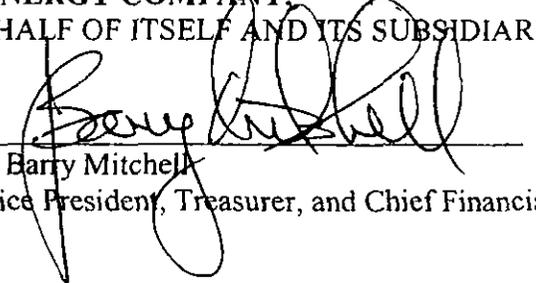
**EXELON ENERGY DELIVERY COMPANY, LLC,**  
ON BEHALF OF ITSELF AND ITS SUBSIDIARIES

By   
J. Barry Mitchell  
Title: Vice President and Treasurer

**COMMONWEALTH EDISON COMPANY,**  
ON BEHALF OF ITSELF AND ITS SUBSIDIARIES

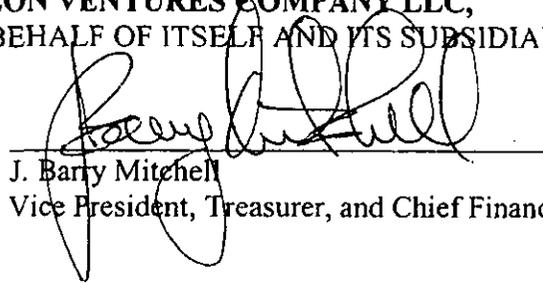
By   
J. Barry Mitchell  
Title: Senior Vice President, Treasurer, and Chief Financial Officer

**PECO ENERGY COMPANY,**  
ON BEHALF OF ITSELF AND ITS SUBSIDIARIES

By   
J. Barry Mitchell  
Title: Vice President, Treasurer, and Chief Financial Officer

**EXELON VENTURES COMPANY LLC,  
ON BEHALF OF ITSELF AND ITS SUBSIDIARIES**

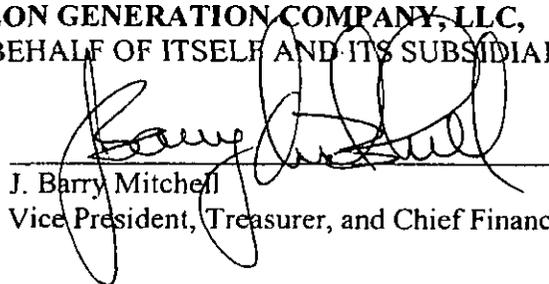
By

  
\_\_\_\_\_  
J. Barry Mitchell

Title: Vice President, Treasurer, and Chief Financial Officer

**EXELON GENERATION COMPANY, LLC,  
ON BEHALF OF ITSELF AND ITS SUBSIDIARIES**

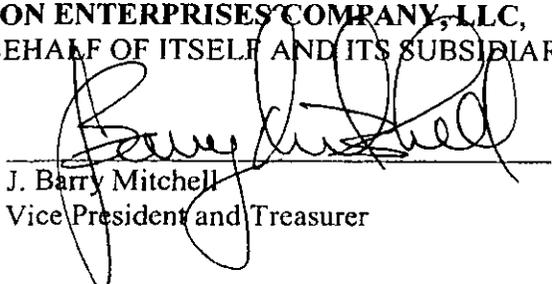
By

  
\_\_\_\_\_  
J. Barry Mitchell

Title: Vice President, Treasurer, and Chief Financial Officer

**EXELON ENTERPRISES COMPANY, LLC,  
ON BEHALF OF ITSELF AND ITS SUBSIDIARIES**

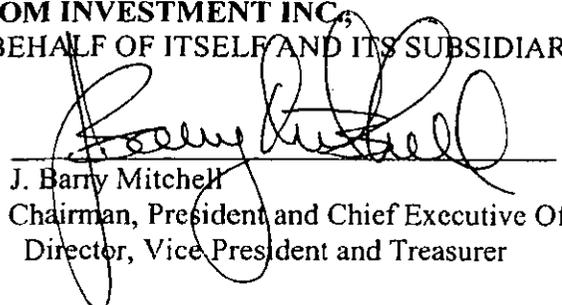
By

  
\_\_\_\_\_  
J. Barry Mitchell

Title: Vice President and Treasurer

**UNICOM INVESTMENT INC.,  
ON BEHALF OF ITSELF AND ITS SUBSIDIARIES**

By

  
\_\_\_\_\_  
J. Barry Mitchell

Title: Chairman, President and Chief Executive Officer,  
Director, Vice President and Treasurer

**RECEIVED**

APR 29 2013

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

**Attachment A**

Commonwealth Edison Company

Commonwealth Edison Of Indiana, Inc.

PECO Energy Company

Exelon Generation Company, LLC

Any subsidiary involved in directly providing goods,  
construction or services to the foregoing companies

**RECEIVED**

**APR 29 2013**

**PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU**

**Attachment B**

All other Client Companies and their affiliates and associates not referred to in Attachment A.

**RECEIVED**

**APR 20 2013**

**PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU**

## Service Agreement Schedule 1

### Allocation Ratios:

#### **General:**

Direct charges shall be made so far as costs can be identified and related to the particular transactions involved without excessive effort or expense. Other elements of cost, including taxes, interest, other overhead, and compensation for the use of capital procured by the issuance of capital stock, shall be fairly and equitably allocated using the ratios set forth below.

#### **Revenue Related Ratios:**

Revenues  
Sales - Units sold and/or transported  
Number of Customers

#### **Expenditure Related Ratios:**

Total Expenditures  
Operations and Maintenance Expenditures  
Capital Expenditures  
Service Company Billings  
Service Company SLA Billings (Non-governance)

#### **Labor/Payroll Related Ratios:**

Labor / Payroll  
Number of Employees

#### **Units Related Ratios:**

Usage (for example: CPU's, square feet , number of vendor invoice payments)  
Consumption (for example: tons of coal, gallons of oil, MMBTU's)  
Capacity (for example: nameplate generating capacity, peak load, gas throughput)  
Other units related

#### **Assets Related Ratios:**

Total Assets  
Current Assets  
Gross Plant

#### **Composite Ratios:**

Total Average Assets and 12 months ended Gross Payroll  
Modified Massachusetts Formula  
Other composite ratios

## Service Agreement Schedule 2

### Services Including But Not Limited To:

#### General:

Direct charges shall be made so far as costs can be identified and related to the particular transactions involved without excessive effort or expense. Other elements of cost, including taxes, interest, other overhead, and compensation for the use of capital procured by the issuance of capital stock, shall be fairly and equitably allocated using the ratios set forth in Schedule 1.

#### Administrative & management services including but not limited to:

- accounting
  - bookkeeping
  - billing
  - accounts receivable
  - accounts payable
  - financial reporting
- audit
- claims
- communications
- customer operations
- customer services
- executive
- finance
- insurance
- information systems services
- investment advisory services
- legal
- library
- record keeping
- secretarial & other general office support
- real estate management
- security holder services
- tax
- treasury
- other administration & management services

**Expected allocation ratios:** Revenue Related, Expenditure Related, Labor/Payroll Related, Units Related, Assets Related, Composite

**Personnel services including but not limited to:**

- recruiting
- training & evaluation services
- payroll processing
- employee benefits administration & processing
- labor negotiations & management
- other personnel services

**Expected allocation ratios:** Labor/Payroll Related, Units Related, Composite

**Purchasing services including but not limited to:**

- preparation & analysis of product specifications
- requests for proposals & similar solicitations
- vendor & vendor-product evaluations
- purchase order processing
- receipt, handling, warehousing and disbursement of purchased items contract negotiation & administration
- inventory management & disbursement
- other purchasing services

**Expected allocation ratios:** Expenditure Related, Labor/Payroll Related, Units Related, Assets Related, Composite

**Facilities management services including but not limited to:**

- office space
- warehouse & storage space
- transportation facilities (including dock & port, rail sidings and truck facilities)
- repair facilities
- manufacturing & production facilities
- fixtures, office furniture & equipment

**Expected allocation ratios:** Expenditure Related, Labor/Payroll Related, Units Related, Composite

**Computer services including but not limited to:**

- computer equipment & networks
- peripheral devices
- storage media
- software

**Expected allocation ratios:** Expenditure Related, Labor/Payroll Related, Units Related, Assets Related, Composite

**Communications services including but not limited to:**

- communications equipment
- audio & video equipment
- radio equipment
- telecommunications equipment & networks
- transmission & switching capability

**Expected allocation ratios:** Expenditure Related, Labor/Payroll Related, Units Related, Assets Related, Composite

**Machinery management services including but not limited to:**

- equipment
- tools
- parts & supplies

**Expected allocation ratios:** Expenditure Related, Labor/Payroll Related, Units Related, Composite

**Vehicle management services including but not limited to:**

- automobiles
- trucks
- vans
- trailers
- railcars
- marine vessels
- aircraft
- transport equipment
- material handling equipment
- construction equipment

**Expected allocation ratios:** Expenditure Related, Labor/Payroll Related, Units Related, Composite

**Operational services including but not limited to:**

- drafting & technical specification, development & evaluation
- consulting
- engineering
- environmental
- safety
- nuclear
- construction

design  
resource planning  
economic & strategic analysis  
research  
testing  
training  
customer solicitation  
support & other marketing related services  
public & governmental relations  
other operational services

**Expected allocation ratios:** Revenue Related, Expenditure Related, Labor/Payroll Related,  
Units Related, Assets Related, Composite

**Service Level Arrangement**

**Arrangement between \_\_\_\_\_ Services Department and [Client Company]**

---

**Purpose**

**Governing Agreement**

**Term of Service**

**Scope of Services**

<b>Scope of Services</b>

**Service Responsibility Matrix**

<b>Services, Tasks</b>		

**Service Costing Schedule**

**Monthly Billing Table:**

<b>Service/Transaction</b>	<b>Estimated Monthly Billing</b>

**Performance Metrics & Performance Reporting**

<b>Signatures</b>			
Manager Service Company		Name (Client)	
		Title	
_____		_____	
Signature	Date	Signature	Date

**Project Charter**

**Mission:**

**Objective**

- 
- 

**Business Need / Expected Benefits**

- 

**Project Approach**

- 
- 
- 

**Measures of Success / Effectiveness**

- 
- 

**Project Team**

- Sponsor -
- Responsible Director –
- Project Manager –
- Project Team –

**High Level Schedule**

Activity or Deliverable	Start Date	End Date

**High Level Cost Estimate**

Item	Cost

**Major Risks and Issues**

- 

**Assumptions and Constraints**

-

**Project Charter Authorizing Signatures**

Name / Title	Signature	Date

Re: Affiliated Interest Agreement(s) between PECO Energy Company, Commonwealth Edison Company, Commonwealth Edison Company of Indiana, Inc. and "Additional Entities" (General Service Agreement – Master Agreement and all associated service agreements) and PECO Energy Company and "Affiliates" (Mutual Service Agreement – Master Agreement and all associated service agreements)

Docket No. G-2010-2211383

## **Section B**

### **Mutual Services Agreement (January 1, 2001)**

**RECEIVED**

**MUTUAL SERVICES AGREEMENT**

BETWEEN

APR 29 2013

**PECO ENERGY COMPANY**

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

AND

**EXELON CORPORATION AND ANY OR ALL OF ITS SUBSIDIARIES AND/OR  
AFFILIATES WHOLLY OR PARTLY-OWNED BY EXELON CORPORATION**

AND

**EXELON GENERATION COMPANY, LLC AND ANY OR ALL OF ITS  
SUBSIDIARIES AND/OR AFFILIATES WHOLLY OR PARTLY-OWNED  
BY EXELON GENERATION COMPANY, LLC**

AND

**EXELON ENTERPRISES, LLC AND ANY OR ALL OF ITS SUBSIDIARIES  
AND/OR AFFILIATES WHOLLY OR PARTLY-OWNED BY  
EXELON ENTERPRISES COMPANY, LLC**

AND

**COMMONWEALTH EDISON COMPANY AND ANY OR ALL OF ITS  
SUBSIDIARIES AND/OR AFFILIATES WHOLLY OR PARTLY-OWNED BY  
COMMONWEALTH EDISON COMPANY**

**THIS AGREEMENT**, made and entered into this 1st day of January, 2001, by and between the following: PECO ENERGY COMPANY ("PECO"), a Pennsylvania Corporation; and Exelon Corporation ("Exelon") and any or all of its subsidiaries and/or affiliates wholly or partly-owned by Exelon Corporation; Exelon Generation Company, LLC ("Genco") and any or all of its subsidiaries and/or affiliates wholly or partly-owned by Genco; Exelon Enterprises Company, LLC ("Enterprises") and any or all of its subsidiaries and/or affiliates wholly or partly-owned by Enterprises; and Commonwealth Edison Company ("ComEd") and any or all of its subsidiaries and/or affiliates wholly or partly-owned by ComEd (hereinafter collectively the "Affiliates," PECO and its Affiliates are collectively referred to as "Parties.")

**WITNESSETH:**

**WHEREAS**, the Parties desire to enter into this Agreement providing for the performance of certain services as more particularly set forth herein; and

**WHEREAS**, to maximize efficiency, and to achieve cost savings, the Parties desire to avail themselves of the benefits of having services provided by the least cost provider thereof whenever possible, and to compensate such provider appropriately for such services;

**NOW, THEREFORE**, in consideration of these premises and of the mutual agreements set forth herein, the Parties agree as follows:

**Section 1. Definitions**

**Commission** – the Pennsylvania Public Utility Commission.

**Providing Company** – one or more Parties to this Agreement that have agreed to provide requested services to another Party in accordance with the terms of this Agreement.

**Requesting Company** – one or more Parties to this Agreement that are requesting services to be provided by another Party in accordance with the terms of this Agreement

**Section 2. Agreement to Provide Services**

PECO and Affiliates agree to provide, upon the terms and conditions set forth herein, services including but not limited to those services hereinafter referred to and described in Section 3, at such times, for such period and in such manner as Requesting Company may from time to time request and Providing Company concludes it is able and willing to provide. In providing such services, Providing Company may arrange, as it deems appropriate, for the services of such experts, consultants, advisers, and other persons with necessary qualifications as are required for or pertinent to the provision of the requested services.

### **Section 3. Services to be Provided**

A Providing Company shall render services as Requesting Company may request from time to time and Providing Company determines it is able and willing to perform.

### **Section 4. New Affiliates**

New direct or indirect affiliates of PECO, which may come into existence after the effective date of this Mutual Service Agreement, may become parties to this Agreement. The Parties hereto shall make such changes in the scope and character of the services to be provided and the method of assigning, distributing or allocating costs of such services as may become necessary to achieve a fair and equitable assignment, distribution, or allocation of costs among all Requesting Companies, including the new affiliates.

### **Section 5. Compensation of Providing Company**

As compensation for the services to be provided hereunder, a Requesting Company shall generally pay to Providing Company charges for services that are no more than the cost thereof (except as otherwise directed or permitted by an appropriate regulatory authority), insofar as costs can reasonably be identified and related to the particular services in question or otherwise fairly and equitably allocated to such services. To the extent that PECO or its affiliated Electric Generation Supplier (as that term is defined in the Pennsylvania Public Utility Code) are participants in a particular transaction, the Requesting Company shall pay to Providing Company charges for services that comply with the Commission's decisions, rules and regulations, including the Commission-approved settlement of Docket Nos. R-00973953 and P-00971265 and Appendices G and H thereto. In addition, all transactions conducted hereunder shall be subject to the Public Utility Holding Company Act of 1935, as administered by the Securities and Exchange Commission.

## **Section 6. Service Requests**

The services described herein or contemplated to be provided hereunder shall be directly assigned, distributed or allocated by activity, project, program, work order or other appropriate basis.

## **Section 7. Payment**

Payment shall be by making remittance of the amount billed or by making appropriate accounting entries on the books of the companies involved. Invoices shall be prepared on a monthly basis for services provided hereunder.

## **Section 8. Effective Date and Termination**

This Agreement has been approved by the Commission in Docket No. A-110550F0147 and shall become effective as of the date of execution and shall remain in effect from said date unless terminated by the Commission or by mutual agreement. Any Party may withdraw from this Agreement by giving at least sixty days written notice to the other Parties prior to withdrawal.

## **Section 9. Access to Records**

For the seven years following a transaction under this Agreement, the Requesting Company may request access to and inspect the accounts and records of the Providing Company, provided that the scope of access and inspection is limited to accounts and records that are related to such transaction.

## **Section 10. Assignment**

This Agreement and the rights hereunder may not be assigned without the mutual written consent of all Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their authorized officers as of the day and year first above written.

**PECO ENERGY COMPANY**

By:   
Craig E. Adams

Title: Senior Vice President and  
Chief Operating Officer

Date: 7/16/2010

**EXELON GENERATION COMPANY, LLC  
AND ANY OR ALL OF ITS SUBSIDIARIES AND/OR  
AFFILIATES WHOLLY OR PARTLY-OWNED BY  
EXELON GENERATION COMPANY, LLC**

By: \_\_\_\_\_  
Doyle M. Beneby

Title: Senior Vice President

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

**EXELON ENTERPRISES COMPANY, LLC  
AND ANY OR ALL OF ITS SUBSIDIARIES AND/OR  
AFFILIATES WHOLLY OR PARTLY-OWNED BY  
EXELON ENTERPRISES COMPANY, LLC**

By: \_\_\_\_\_  
Carter C. Culver

Title: Chief Executive Officer and President

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

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their authorized officers as of the day and year first above written.

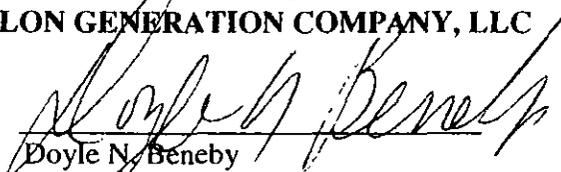
**PECO ENERGY COMPANY**

By: \_\_\_\_\_  
Craig L. Adams

Title: Senior Vice President and  
Chief Operating Officer

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

**EXELON GENERATION COMPANY, LLC  
AND ANY OR ALL OF ITS SUBSIDIARIES AND/OR  
AFFILIATES WHOLLY OR PARTLY-OWNED BY  
EXELON GENERATION COMPANY, LLC**

By:   
Doyle N. Beneby

Title: Senior Vice President

Date: 7/14/2010

**EXELON ENTERPRISES COMPANY, LLC  
AND ANY OR ALL OF ITS SUBSIDIARIES AND/OR  
AFFILIATES WHOLLY OR PARTLY-OWNED BY  
EXELON ENTERPRISES COMPANY, LLC**

By: \_\_\_\_\_  
Carter C. Culver

Title: Chief Executive Officer and President

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

**RECEIVED**

APR 29 2013

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their authorized officers as of the day and year first above written.

**PECO ENERGY COMPANY**

**By:** \_\_\_\_\_  
Craig L. Adams

**Title:** Senior Vice President and  
Chief Operating Officer

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

**EXELON GENERATION COMPANY, LLC  
AND ANY OR ALL OF ITS SUBSIDIARIES AND/OR  
AFFILIATES WHOLLY OR PARTLY-OWNED BY  
EXELON GENERATION COMPANY, LLC**

**By:** \_\_\_\_\_  
Doyle M. Beneby

**Title:** Senior Vice President

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

**EXELON ENTERPRISES COMPANY, LLC  
AND ANY OR ALL OF ITS SUBSIDIARIES AND/OR  
AFFILIATES WHOLLY OR PARTLY-OWNED BY  
EXELON ENTERPRISES COMPANY, LLC**

**By:** \_\_\_\_\_  
Carter C. Culver

**Title:** Chief Executive Officer and President

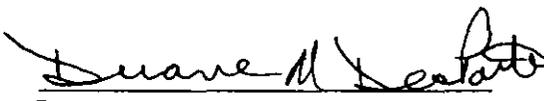
**Date:** July 27, 2010

**RECEIVED**

APR 29 2013

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

**EXELON CORPORATION  
AND ANY OR ALL OF ITS SUBSIDIARIES AND/OR  
AFFILIATES WHOLLY OR PARTLY OWNED BY  
EXELON CORPORATION**

**By:**   
Duane M. DesParte

**Title:** Vice President and Corporate Controller

**Date:** 7-16-10

**COMMONWEALTH EDISON COMPANY  
AND ANY OR ALL OF ITS SUBSIDIARIES AND/OR  
AFFILIATES WHOLLY OR PARTLY-OWNED BY  
COMMONWEALTH EDISON COMPANY**

**By:** \_\_\_\_\_  
Joseph R. Trpik, Jr.

**Title:** Senior Vice President, Chief Financial Officer  
and Treasurer

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

**RECEIVED**

APR 29 2013

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

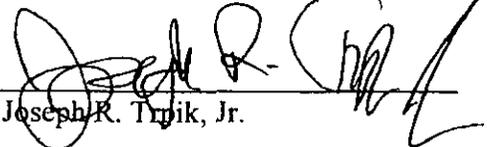
**EXELON CORPORATION  
AND ANY OR ALL OF ITS SUBSIDIARIES AND/OR  
AFFILIATES WHOLLY OR PARTLY OWNED BY  
EXELON CORPORATION**

**By:** \_\_\_\_\_  
Duane M. DesParte

**Title:** Vice President and Corporate Controller

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

**COMMONWEALTH EDISON COMPANY  
AND ANY OR ALL OF ITS SUBSIDIARIES AND/OR  
AFFILIATES WHOLLY OR PARTLY-OWNED BY  
COMMONWEALTH EDISON COMPANY**

**By:**  \_\_\_\_\_  
Joseph R. Tripik, Jr.

**Title:** Senior Vice President, Chief Financial Officer  
and Treasurer

**Date:** July 28, 2010

**RECEIVED**

APR 29 2013

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

From: (215) 841-5776  
Anna Migliaccio  
Exelon  
2301 Market Street S15-2  
Philadelphia, PA 19103

Origin ID: REDA



J13111302120326

Ship Date: 29APR13  
ActWgt: 2.0 LB  
CAD: 98761871/NET3370

Delivery Address Bar Code



SHIP TO: (717) 772-7777

BILL SENDER

Rosemary Chiavetta, Secretary  
Pa Public Utility Commission  
400 NORTH ST FL 2  
COMMONWEALTH KEYSTONE BLDG  
HARRISBURG, PA 17120

Ref #  
Invoice #  
PO #  
Dept #

APR 29 2013

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

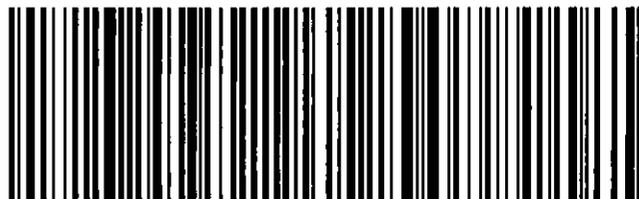
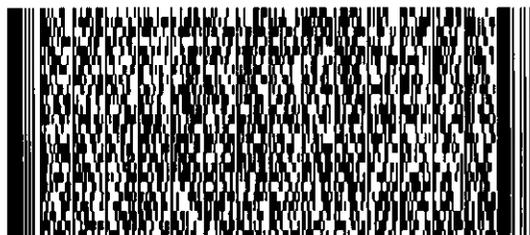
TUE - 30 APR 3:00P  
STANDARD OVERNIGHT

TRK# 7996 4109 1543

0201

17120  
PA-US  
MDT

**ZN MDTA**



518G1/0983/93AB

**After printing this label:**

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

**Warning:** Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on [fedex.com](http://fedex.com). FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.