

CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is made as of the ____ day of February, 2018, between Commonwealth Edison Company ("ComEd"), a subsidiary of Exelon Corporation with offices at 440 South LaSalle Street, Chicago, IL 60605 and Jay D. Doherty & Associates ("Consultant"), an entity with offices located at 210 E. Pearson Street, #9B, Chicago, IL 60611.

WHEREAS, Consultant has experience in government affairs and advisory services, including lobbying, in the State of Illinois, Cook County and the City of Chicago, and

WHEREAS, ComEd desires to engage the advisory services of Consultant, and Consultant desires to provide advisory services to ComEd upon the terms and conditions below.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Advisory Services. Consultant will advise ComEd on legislative issues affecting ComEd and its subsidiaries, work with appropriate State and Local committees, leadership, and individual members to facilitate ComEd's agenda (the "Services"). In this role, Consultant shall also assist ComEd in its legislative risk management activities and expanding its government outreach activities including lobbying on behalf of ComEd. Consultant agrees to perform the services in a diligent and competent manner and to complete the services on or before any completion dates specified by the ComEd. Consultant further agrees to furnish the ComEd, from time to time, with such reports regarding the status and progress of assignments and/or Consultant findings and conclusions with respect to projects, and in such degree of detail, as may be requested by the ComEd.
2. Reporting. The aforesaid Services to be performed and the hours Consultant should work on any given day will be entirely in the Consultant's control; provided, however ComEd will rely on the Consultant to put in such number of hours as is reasonable necessary to fulfill the spirit and purpose of the Agreement. Consultant shall keep ComEd informed of activities conducted on its behalf, and shall, make both informal reports to ComEd about such activities, as well as monthly written reports detailing Consultants Services during the month including time, place, subject matter and name of contacted office holder or official of each such lobbying activity. Any work product delivered to ComEd will be the sole and exclusive property of ComEd.
3. Term. Consultant's duties under this Agreement shall commence effective January 1, 2018, and continue until December 31, 2018; *provided* that the parties may renew this Agreement for an additional time period as may be further agreed in writing.
4. Independent Contractor Status. It is understood that Consultant is an independent contractor and is not an employee, agent, partner, spokesperson or representative of ComEd, and shall not hold itself out to the public as an employee, agent, partner, spokesperson or representative of ComEd.

5. Employees of Consultant. Consultant may, in its sole discretion, hire as many employees, contractors or other persons as it requires fulfilling its obligations under Section 1 of this Agreement. Consultant personnel will maintain all professional qualifications, licenses, permits, certifications and skills and appropriately complete all training required by applicable laws or necessary for performance of the Services. Such persons shall not be deemed employees of ComEd. If such persons are employees of Consultant, then Consultant shall be solely responsible for all necessary insurance and payroll deductions for such persons, including, but not limited to, federal, state, and local income taxes, social security taxes, unemployment compensation taxes, and workers' compensation coverage, and any other fees, charges or licenses required by law. If such persons are contractors of Consultant, then the independent contracting relationship shall be established between such contractor and Consultant exclusively, and Consultant shall be responsible for directing the duties of such contractor.
6. Comparable Services. Consultant may engage in any other business desired and is not required to devote all of its energies exclusively for the benefit of ComEd. However, during the term of this Agreement, Consultant shall not, without ComEd's prior consent, provide government affairs services for an electric generation supplier, electricity supplier, or utility company other than ComEd or its affiliates or for any other entity that advocates in a manner that is inconsistent with ComEd's interests in the State of Illinois or the City of Chicago.
7. Nondiscrimination. No person on the ground of handicap, race, color, religion, sex, sexual orientation, age, or national origin, will be excluded from participating in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this contract, or in the employment practices of Consultant. Consultant shall, upon request, show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants, notices of non-discrimination.
8. Compensation.
 - a) Monthly Fees. As consideration for the monthly services of Consultant, as described herein, ComEd shall pay Consultant thirty-two thousand five hundred dollars (\$32,500) per month, plus sales tax if applicable. Except for state sales or use taxes that apply to this purchase price is inclusive of any and all taxes, fees, excises, and charges which are now or hereafter imposed by federal, state, municipal or local public authority with respect to the prices set forth, and ComEd shall not be required or obligated to reimburse Consultant for any taxes or similar expenses which may arise or be incurred in connection with this Agreement.
 - b) Expenses. ComEd shall reimburse Consultant for other reasonable and appropriate out-of-pocket costs such as travel, meals, accommodations, courier and shipping at cost, as incurred. Travel and costs greater than \$250 shall be pre-approved by ComEd.
9. Invoices; Payments Thereof. Consultant will submit invoices on a monthly basis to ComEd for costs and expenses incurred under the terms of this Agreement. Reimbursable costs must be submitted within 60 days from incurrence. Upon receipt of the monthly invoice, payment will be made to Consultant within 45 days.
10. Disclosure and Confidentiality. All non-public information provided to Consultant by ComEd will be considered Confidential Information and shall be maintained as such by Consultant until the same becomes known to third parties or the public without release thereof by Consultant, or unless Consultant is otherwise ordered by

a court of law or governmental authority to release such information, *provided*, that in such instance, Consultant shall notify ComEd as promptly as possible of such obligation to release Confidential Information. Consultant shall take all necessary steps to safeguard the confidentiality of such material or information. Consultant will give ComEd notice as set forth herein before making such disclosure of non-public information. Further, Consultant agrees to inform ComEd immediately upon receiving reason to believe that persons or entities are seeking to obtain any Confidential Information from Consultant. Consultant will use Confidential Information only in connection with the performance of Services under this Agreement.

11. Legal Filings. It is understood that Consultant may be required to register under the Illinois Lobbyist Registration Act as well as the Chicago Governmental Ethics Ordinance, and the Cook County Lobbyist Ordinance detailing its lobbying activities on the ComEd's behalf. In addition, in order for ComEd to comply with its own reporting requirements, Consultant may provide ComEd with accurate and timely information on its lobbying activities so that it may incorporate this information into ComEd's filings. It is further understood that Consultant will comply with all Federal, State and Local statutes, regulations and ethics rules, governing its activities on behalf of ComEd.
12. Governing Law. This Agreement shall be subject to and governed by the laws of the State of Illinois, without regard to the conflict of law provisions thereof. Any dispute regarding the terms of this Agreement shall be brought in state or federal courts located in the City of Chicago, IL.
13. Termination of Agreement. This Agreement shall terminate upon the expiration of its term described in Section 3, subject to the right of either party to terminate this agreement without cause for any reason with 10 business days prior written notice, and such termination shall not be deemed a breach by the other party. In the case of a material breach by the other party, this Agreement may be terminated immediately. Within 5 business days of termination, or as otherwise required by law, Consultant shall notify any applicable regulatory or reporting agencies that the lobbying engagement has ended.
14. Notices. Whenever notices are required to be given under this agreement, such notices shall be sufficiently given or made if in writing and sent by certified mail, return receipt requested, or by a nationally recognized overnight courier to the address for the party as set forth below. The notice will be effective upon receipt. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it will become effective.

In the case of ComEd:

ComEd Energy Company
Attn: _____

440 South LaSalle Street
Chicago, IL 60605

In the case of Consultant:

Jay D. Doherty & Associates
Attn: _____

210 E. Pearson Street,
#9B Chicago, IL 60611

15. Survival. Each covenant and agreement contained in this Agreement that by its terms contemplates performance after any termination, shall survive termination until such covenant or agreement has been fully performed in accordance with its terms.
16. Waiver. The waiver by either party of any covenant, obligation or breach of this Agreement shall not operate as, or be construed as, a waiver of any other such covenant, obligation or breach hereof.
17. Severability. If any terms and conditions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.
18. Indemnification. Consultant agrees that it will indemnify and hold harmless ComEd, its officers, employees, agents, subsidiaries and affiliates, from and against any and all losses, claims, damages, liabilities, costs or expenses (including reasonable attorney's fees) incurred which are related to or arise out of or are in connection with any act, omission, conduct, negligence or breach of the terms of this Agreement by Consultant.
19. Headings. The headings are inserted for convenience only and shall not be considered when interpreting any of the provisions or terms hereof.
20. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between ComEd and Consultant regarding the matters related hereto. No change, modification or waiver of any term of this Agreement shall be valid unless it is in writing and signed by both parties.

[Signature page follows]

In witness whereof, each of the parties hereto has executed this contract in duplicate originals; one of which is retained by each of the parties.

JAY D. DOHERTY & ASSOCIATES

By: 

Name: Jay D. Doherty

Title: President

Date: February 14, 2018

COMMONWEALTH EDISON COMPANY

acting by and through its agent,

Exelon Business Services Company, LLC

By: 

Name: Carrie J. Bourque

Title: Principal Category Manager

Date: February 15, 2018

Attached 2018 Scope of Services Jay Doherty & Associates