

Market Monitoring Services Agreement

By And Between

PJM Interconnection, L.L.C.

And

Monitoring Analytics, LLC

Market Monitoring Services Agreement

This Market Monitoring Services Agreement (“Agreement”) is entered into as of this 19th day of December, 2007, by and between PJM Interconnection, L.L.C. (“PJM”), a Delaware limited liability company with an address at 955 Jefferson Avenue, Valley Forge Corporate Center, Norristown, PA 19403 and Monitoring Analytics, LLC (“MMU”), a Pennsylvania limited liability company with an address at P.O. Box 768, Southeastern, PA 19399-0768. PJM and MMU shall be referred to herein individually as a “Party” and collectively as “the Parties.”

RECITALS:

WHEREAS, PJM is a regional transmission organization (“RTO”) that provides grid operations and reliability functions and administers wholesale markets for energy, capacity and energy-related services in portions of the Mid-Atlantic, Southeastern and Midwest United States pursuant to an Open Access Transmission Tariff (“PJM Tariff”), an Operating Agreement and other documents and rules;

WHEREAS, as an RTO, PJM is required to provide independent market monitoring of its markets and operations affecting market outcomes;

WHEREAS, MMU is a Pennsylvania limited liability company that was created to provide external market monitoring services to PJM;

WHEREAS, the initial employees of MMU previously were PJM employees and organized as an internal market monitoring unit division within PJM;

WHEREAS, MMU has the qualifications and ability to perform said external market monitoring services for PJM;

WHEREAS, PJM desires to engage MMU, pursuant to the terms and conditions of this Agreement, as an independent contractor to perform the market monitoring services set forth in Attachment M of the PJM Tariff;

WHEREAS, MMU desires to undertake the performance of such Services, pursuant to the terms and conditions of this Agreement;

WHEREAS, the Parties acknowledge that PJM, its Members, and Authorized Government Agencies are entitled to strong, robust and independent market monitoring, including monitoring of PJM market design, market implementation and operations decisions affecting market outcomes;

WHEREAS, the Parties further acknowledge and agree that their mutual obligations under this Agreement are to be performed in a dispassionate, fair and open manner;

WHEREAS, the Parties further acknowledge and agree that both PJM

PJM Interconnection - Rate Schedules

management and staff and MMU will undertake their respective functions and their mutual interactions with professionalism and appreciation by each group for the important functions of the other; and

WHEREAS, the Parties are committed to acting in good faith and understand the importance of their acting in good faith to all stakeholders.

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties, intending to be legally bound, hereby agree as follows:

Effective Date: 9/17/2010

1. Definitions

Terms capitalized and not otherwise defined herein shall have the meanings set forth in Attachment M of the PJM Tariff. For purposes of this Agreement, the following terms shall have the following meanings:

- 1.1 **“Agreement”** means this Market Monitoring Services Agreement between PJM and MMU.
- 1.2 **“Attachment M”** means Attachment M to the PJM Tariff, as may be amended from time to time.
- 1.3 **“Confidential Information”** means (i) in the case of information provided by PJM to MMU, any documents, data or other information where confidentiality is protected under the Operating Agreement or Attachment M as applied by PJM or other information that PJM advises is confidential; and (ii) in the case of information provided by MMU to PJM, any documents, data or other information that MMU advises is confidential.
- 1.4 **“Commencement Date”** means a date on or after June 1, 2008 and on or before December 1, 2008, as determined by Monitoring Analytics, with 30 days notice to PJM.
- 1.5 **“Interested Party”** has the meaning set forth in Section 17.2(vi) of this Agreement.
- 1.6 **“MMU”** has the meaning set forth in the first paragraph of this Agreement.
- 1.7 **“Party” or “Parties”** has the meaning set forth in the first paragraph of this Agreement.
- 1.8 **“PJM Code of Conduct”** means the PJM Code of Conduct, Policy No. PJM-050-070-1-0.400, approved as of December 12, 2006.
- 1.9 **“PJM Member”** means a member of PJM Interconnection, L.L.C.
- 1.10 **“PJM Region”** shall have the meaning set forth in Part I of the PJM Tariff.
- 1.11 **“PJM Standards of Conduct”** means the PJM “FERC Order No. 889 Standards of Conduct” set forth in the PJM Code of Conduct.
- 1.12 **“Services”** has the meaning set forth in Section 6.

2. *Responsibility For Administering Contract.*

Any question or issue arising out of the performance of this Agreement, or the respective rights and obligations of the Parties ultimately shall be administered by the PJM Board or a subcommittee thereof, on behalf of PJM, and by the Market Monitor, on behalf of MMU. Notwithstanding the foregoing, any dispute arising out of the performance of this Agreement that the above-described counterparty representatives are unable to resolve shall be subject to resolution by the Commission in accordance with its applicable procedures, except as provided for in Section 11 of this Agreement.

Effective Date: 9/17/2010

3. *Term.*

The initial term of this Agreement shall be six years.

Effective Date: 9/17/2010

4. *Termination.*

Any termination of this Agreement shall be in accordance with the provisions regarding termination set forth in Attachment M of the PJM Tariff.

Effective Date: 9/17/2010

5. *Payment.*

Effective Date: 9/17/2010

5.1 Rate.

In payment for the Services to be performed by MMU under this Agreement, effective upon the Commencement Date and until December 31, 2009, and subject to adjustment as set forth in Schedule 9-MMU, PJM shall collect from Market Participants and pay MMU at an annual rate of \$9,276,712. The foregoing rate includes an estimate for amortization and depreciation of information technology costs, build-out costs, and other infrastructure costs and an estimate for interest expense associated with debt service for the foregoing. The rate for the Services shall be adjusted prior to the Commencement Date so as to reflect the amortization and depreciation, and interest expense, that results from the actual information technology costs, build-out costs, and other infrastructure costs itemized in Appendix A to this Agreement. MMU shall coordinate all such expenditures with PJM's Chief Financial Officer before committing to any such expenditures. After December 31, 2009, the rate to be paid for the Services to be performed by MMU shall be established pursuant to the budgeting process described in Attachment M of the PJM Tariff.

Effective Date: 9/17/2010

5.2 Schedule 9-MMU.

PJM shall collect and pay to MMU the rate set forth in Section 5.1 pursuant to Schedule 9-MMU of the PJM Tariff.

Effective Date: 9/17/2010

5.3 Expenses and Capital Expenditures.

For the Services it is rendering to PJM, MMU shall pay for all of its expenses, including capital expenditures, office overhead, administrative support, rent, utilities and other support services, out of the rate referenced in Section 5.1.

Effective Date: 9/17/2010

5.4 Taxes.

PJM shall not withhold any amounts for payment of any local, state or federal taxes from the compensation of MMU hereunder. MMU shall be responsible for all taxes arising from compensation and other amounts paid under this Agreement, and shall be responsible for all payroll taxes, and payment for the provision of fringe benefits to its employees. MMU understands that it is responsible to pay, according to law, MMU's taxes and MMU shall, when requested by PJM, properly document to PJM that any and all federal and state taxes have been paid.

Effective Date: 9/17/2010

5.5 Transition.

PJM will bear the reasonable transition expenses incurred by Bowring, while Bowring is still an employee of PJM, to establish MMU. Bowring shall coordinate all such expenditures with PJM's Chief Financial Officer before committing to any such expenses. For purposes of this paragraph, transition costs do not include capital expenditures. Capital expenditures will be funded by MMU. To the extent requested by MMU, PJM will provide, prior to the Commencement Date, a loan to MMU to cover the capital expenditures consisting of the information and technology costs, build-out costs and other infrastructure costs identified in Appendix A to this Agreement. The loan will be repaid to PJM, with interest (at an interest rate consistent with PJM's cost of borrowing), over a period consistent with the depreciable lives of the assets. PJM and MMU will execute loan agreements to implement the foregoing prior to the advancement of any funds for capital expenditures.

Effective Date: 9/17/2010

6. *General Statement of Services.*

MMU shall perform the market monitoring responsibilities set forth in Attachment M (“Services”).

Effective Date: 9/17/2010

7. *Location and Physical Access.*

MMU shall retain office space located in close proximity to the PJM campus in the Valley Forge Corporate Center in Norristown, PA. Such office space is envisioned to be in the Business Center of the PJM campus located at 2621 Van Buren Avenue, Valley Forge Corporate Center, Norristown, PA. PJM shall provide initial assistance to MMU in locating lease space, should MMU so desire, and shall agree to sublease space to MMU if necessary.

Effective Date: 9/17/2010

8. *Data Access.*

Effective Date: 9/17/2010

8.1 MMU Data Access.

MMU shall have access to data and information from PJM as set forth in Attachment M, which access will be implemented in accordance with the separate service level agreement.

Effective Date: 9/17/2010

8.2 PJM Data Access.

MMU shall share all MMU data with PJM as reasonably required to understand MMU conclusions and analyses.

Effective Date: 9/17/2010

9. *Informal Communications.*

MMU may communicate informally (e.g. via email, telephone, or face-to-face communications) with any PJM employee as necessary to carry out the implementation of the Plan; provided that such communications are reasonable and offer appropriate time for the employee to respond consistent with the employee's other duties.

Effective Date: 9/17/2010

10. *Staffing.*

Effective Date: 9/17/2010

10.1

The Market Monitor shall have the full authority and responsibility to manage MMU without PJM's involvement, including but not limited to making all human resources decisions, hiring of employees, firing of employees, and determining the compensation of employees of MMU.

Effective Date: 9/17/2010

10.2

All employees of the internal market monitoring unit as of the day before the Commencement Date of this Agreement shall have the right to employment at MMU.

Effective Date: 9/17/2010

10.3

All those persons who were PJM employees in the internal market monitoring unit as of July 1, 2007 and who remain PJM employees in the internal market monitoring unit through the Commencement Date shall have the right to return to PJM's employment, without loss of any benefits, in a position comparable to such person's position at PJM prior to the Commencement Date. This right shall terminate three years after the Commencement Date. This right of return to PJM employment shall supersede any conflicting provisions of Section 18 regarding mutual non-solicitation.

Effective Date: 9/17/2010

10.4

MMU shall maintain a staff or otherwise provide for subcontractors with the necessary expertise to perform the Services.

Effective Date: 9/17/2010

11. Dispute Resolution.

Effective Date: 9/17/2010

11.1 Applicability.

This Section 11 shall apply to any disputes between MMU and PJM under sections IV.C, V.A, and V.E of Attachment M or any provisions of this Agreement implementing these sections of Attachment M. Notwithstanding the foregoing, nothing in this Section 11 shall limit any obligations of MMU set forth in sections IV.I.1 and IV.I.2 of Attachment M.

Effective Date: 9/17/2010

11.2 Procedures.

For any dispute between MMU and PJM for which this Section 11 is applicable, the Parties shall use the procedures set forth in this Section 11.2.

- (a) The Parties shall refer any continuing dispute between MMU and PJM to the PJM Liaison. The PJM Liaison shall attempt to facilitate resolution of such dispute by facilitating discussions among appropriate PJM employees and management and MMU.
- (b) If the PJM Liaison is unable to facilitate the resolution of any continuing dispute to the satisfaction of either MMU or PJM within 7 business days, or such other time as the Parties may agree, then either Party may refer on a non-public, confidential basis any continuing dispute to the Commission's Dispute Resolution Service and request that the dispute resolution service attempt to mediate the dispute.
- (c) If the Commission's Dispute Resolution Service is unable to resolve any continuing dispute to the satisfaction of either MMU or PJM within 15 business days, or such other time as the Parties may agree, then either Party may refer such dispute to the PJM Board or a designated committee of the PJM Board for assistance in resolving the dispute. The PJM Board or designated committee shall have the opportunity to attempt to resolve the dispute within 15 business days or such other time as the Parties may agree.
- (d) No formal proceeding may be commenced with the Commission regarding any dispute for which this Section 11 is applicable without first exhausting the procedures set forth in the foregoing Sections 11.2(a)-(c).

Effective Date: 9/17/2010

11.3 Data Preservation.

Upon the initiation of the procedures set forth in Section 11.2, the Parties shall preserve any data or information that is the subject of such dispute pending resolution of such dispute.

Effective Date: 9/17/2010

11.4 Excepted Disputes.

Notwithstanding the procedures set forth in Section 11.2, upon a notice or referral pursuant to section IV.I.1 or IV.I.2 of Attachment M, the Commission Staff may recommend with regard to any dispute that modified procedures be utilized for the dispute or that the Parties commence formal proceedings before the Commission without first exhausting the procedures set forth in Section 11.2.

Effective Date: 9/17/2010

12. *Independent Contractor.*

Nothing herein shall be construed to create an employer-employee relationship between PJM and MMU. MMU is an independent contractor and not an employee of PJM or any of its subsidiaries or affiliates. The consideration set forth in Section 5 shall be the sole consideration due to MMU for the Services rendered hereunder. MMU will not represent to be or hold itself out as an employee of PJM. No workers' compensation insurance shall be obtained by PJM covering MMU or MMU's employees.

Effective Date: 9/17/2010

13. *MMU Employee Benefit Plans.*

PJM shall convert its 401(k) and pension plans to “multiple employer” plans that make coverage available to both PJM and MMU employees, and MMU shall adopt such plans as a participating employer. PJM shall convert its various other employee benefit plans, specifically its health insurance, dental insurance, educational benefits, life insurance, long-term and short-term disability insurance, flexible spending account for dependent day care and flexible spending account for medical care plans, to “multiple employer” plans or similar jointly sponsored employee benefit plans that make coverage available to both PJM and MMU employees, and MMU shall adopt such plans as a participating employer. Alternatively, PJM may determine that separate but comparable plans shall be established by and for MMU for the benefit of its employees, which plans shall be coordinated with the PJM plans so as to provide continuity of benefits both as to type and amount. PJM will bear the costs incurred in initially establishing such jointly-sponsored or other comparable plans. PJM and MMU will each be responsible for the employer contribution costs for their respective employees, and PJM and MMU will arrange an equitable sharing of the administrative costs for such jointly-sponsored plans.

Effective Date: 9/17/2010

14. Budget.

The procedures for the submission and approval of budgets shall be as set forth in Attachment M.

Effective Date: 9/17/2010

15. *Shared Services.*

MMU may request that PJM provide shared services to MMU, such as janitorial support, help desk support, human resources, security and payroll support. In such case, if PJM agrees to provide said services to MMU, it shall be pursuant to the terms and conditions set forth in a separate contract.

Effective Date: 9/17/2010

16. Branding.

MMU shall establish a separate and distinct name, logo, and letterhead from that of PJM. After the Commencement Date, MMU shall have no authority to use the PJM name, logo, trademarks, service marks, copyrights or other branding on any material that it creates. Notwithstanding the foregoing, MMU may hold itself out publicly as “the Independent Market Monitor for PJM.”

Effective Date: 9/17/2010

17. Conflicts of Interest.

Effective Date: 9/17/2010

17.1 MMU Conflicts Policy.

- (i) MMU shall have the Conflicts Policy set forth in this Section 17. MMU will use its best efforts to assure that all its employees comply with the Conflicts Policy and shall take appropriate disciplinary actions against employees who violate the policy.
- (ii) MMU and employees of MMU assisting on market monitoring matters for PJM, and their spouses and dependent children, may not have a direct equity or other financial interest in a Market Participant or in a parent, subsidiary, or affiliate of a Market Participant. (The term “direct” is meant to exclude investments such as mutual funds in which a person has no direct control, with the exception of sector-specific mutual funds.).
- (iii) MMU and employees of MMU assisting on market monitoring matters for PJM, may not undertake a matter for a third party where such representation would require disclosure of market-sensitive or proprietary information of PJM.

Effective Date: 9/17/2010

17.2 Prohibited Engagements and Conduct by MMU.

- (i) Neither MMU nor its employees will be engaged to provide advice, or undertake a matter for or on behalf of, any entity on any entity's participation in the PJM markets, except as otherwise authorized under subparagraphs (iii) and (v).
- (ii) Neither MMU nor its employees will be engaged by any entity in any litigation, open regulatory docket, alternative dispute resolution procedure, or arbitration with PJM, except as otherwise authorized under subparagraphs (iii) and (v).
- (iii) Neither MMU nor its employees will be engaged to appear on behalf of or against any entity before a state regulatory commission within the PJM Region in any new engagement in the electricity business (after the date of this Agreement) except as authorized under the PJM Tariff, as requested by a state regulatory commission, or as otherwise required by law.
- (iv) Neither MMU nor its employees shall accept any engagement by any market participant outside of the PJM Region that would require the MMU to take a position adverse to any PJM member or inconsistent with any MMU position taken in the PJM Region.
- (v) Neither MMU nor its employees will be engaged to appear on behalf of or against any entity before the Commission on any matter within the PJM Region in any new engagement in the electricity business (after the date of this Agreement) except as authorized under the PJM Tariff, as requested by FERC, or as otherwise required by law.
- (vi) Before MMU accepts any engagement on behalf of or against an Interested Party, it must inform the PJM general counsel and the PJM Board of such potential engagement and provide the PJM Board with an opportunity to state its objection to such representation on the ground the engagement would present a conflict of interest or result in the material appearance of conflict. At the discretion of MMU, MMU may notify the PJM general counsel that the proposed engagement is confidential and request that the general counsel disclose the proposed engagement only to a PJM Board subcommittee in a manner which limits the disclosure of nonpublic information. Within seven (7) business days of being informed of the potential engagement by MMU, the PJM Board shall state any objection to such potential engagement.

PJM Interconnection - Rate Schedules

If MMU disagrees with the PJM Board's determination regarding the potential engagement by MMU, the Parties shall jointly engage the Commission's Dispute Resolution Service to determine whether the engagement would present a conflict of interest or result in the material appearance of a conflict. Unless the Commission's Dispute Resolution Service finds no conflict of interest MMU shall be precluded from accepting the challenged engagement. For these purposes, the term "Interested Party" means (x) a Market Participant; (v) a state regulatory commission within the PJM Region; or (z) a person or entity with a significant financial interest in the organization, governance or operation of PJM but shall not include PJM itself.

- (vii) MMU employees shall not accept gifts, payments, favors, meals, transportation, entertainment, or services (individually, "Gift," and collectively, "Gifts"), of other than nominal value within a calendar year from PJM, Authorized Government Agencies, any market participant, contractor, supplier or vendor to the MMU. Gifts not exceeding One Hundred Fifty Dollars (\$150) shall be deemed to be of "nominal value." Similarly, neither MMU nor any MMU employee shall offer any Gift to any public official or Market Participant unless such Gifts: are legal, not offered for specific gain or reciprocal action, follow generally accepted ethical standards, and are of nominal value.

Effective Date: 9/17/2010

17.3 Compliance with All Applicable Laws.

MMU will use its best efforts to assure the compliance of MMU and its employees with all applicable laws, including but not limited to those referenced in the PJM Code of Conduct.

Effective Date: 9/17/2010

18. *Mutual Non-Solicitation.*

- (a) Neither Party shall solicit the employment of the employees of the other Party either directly or indirectly.
- (b) Notwithstanding paragraph (a), neither Party shall be prohibited from giving consideration to any application for employment submitted by an employee of the other Party, in the absence of solicitation under paragraph (a).
- (c) Should an employee of one Party, in the absence of solicitation under paragraph (a) by the other Party, seek or begin employment with the other Party, then PJM and MMU shall establish a reasonable transition period for the Party losing the employee to restore the functionality that would be lost as a result of the employee's departure.

Effective Date: 9/17/2010

19. Confidentiality.

MMU and its employees and contractors shall comply with the confidentiality provisions set forth in Attachment M of the PJM Tariff.

Effective Date: 9/17/2010

20. *Intellectual Property.*

PJM and MMU shall jointly own all intellectual property that the PJM Market Monitoring Unit developed prior to the Commencement Date. During the term of this Agreement, PJM and MMU shall have reciprocal licenses to use each others intellectual property in connection with, in the case of MMU, its rights and obligations under this Agreement and, in the case of PJM, its rights and obligations as an RTO.

Effective Date: 9/17/2010

21. Security.

The Parties agree that physical and cyber security is of utmost importance and critical to the operations of PJM. Accordingly, the Parties agree to the following security provisions:

- (a) Upon reasonable notice and during normal business hours, PJM shall have the right to go onto MMU's property or web site to evaluate MMU's physical and logical security annually or as reasonably necessary. MMU shall provide information reasonably necessary for PJM to complete its security evaluation.
- (b) At PJM's expense, MMU shall comply and demonstrate compliance with any reasonable written recommendations resulting from PJM's physical and logical security evaluation of MMU's site.
- (c) MMU is required to immediately notify PJM of all known attempted and/or successful breaches to MMU's security by any unauthorized third party(ies) that has or reasonably may result in access to or exposure of PJM's data or MMU's performance of the Services. MMU agrees to take commercially reasonable efforts to detect any unauthorized access attempts.
- (d) MMU's use of the service of any person who is not an employee of MMU or of the service of any entity or organization in the performance of the Services is subject to the requirements of this Agreement, including the confidentiality requirements and required security provisions for entities, persons, or organizations that may have access to PJM information.
- (e) PJM reserves the right to have a background investigation performed on any employee, representative or subcontractor of MMU who will be performing Services for PJM, regardless of location, prior to commencement of, or during, such engagement. Such background investigation shall be performed in the same manner and using the same disqualification standards as PJM uses for similarly situated PJM employees or contractors that have access to comparable information or perform similar functions. If any employee, representative or subcontractor of MMU is disqualified from working on an engagement as a result of a finding in the background investigation, MMU will be immediately notified. PJM shall disclose to a single human resources employee of MMU, as designated by MMU, the details of any background investigation that results in a disqualification,

PJM Interconnection - Rate Schedules

which information shall not be shared with any other person, excepting MMU counsel, unless required in the course of the resolution of a dispute under this Agreement, in connection with legal process, or as otherwise required by law; otherwise, PJM shall not be obligated to disclose to MMU any specific details of the background investigation findings which resulted in the disqualification. Within a commercially reasonable period of time after receiving written notification of disqualification, MMU shall be responsible for replacing such disqualified employee, representative or subcontractor with a suitable replacement candidate, subject to the reasonable approval by PJM based on the required background investigation.

Effective Date: 9/17/2010

22. *Force majeure.*

Neither Party shall be considered to be in default in the performance of its obligations under this Agreement to the extent that the performance of any such obligation is prevented or delayed by any cause which is beyond the reasonable control of the affected party.

Effective Date: 9/17/2010

23. *Liability.*

The provisions regarding liability to third parties set forth in Attachment M to the PJM Tariff shall apply with respect to this Agreement. Any monetary liability as between PJM and MMU shall be limited in amount to the rate paid to MMU as set forth in Section 5 of this Agreement. This limitation on damages shall not affect either Party's rights to obtain equitable relief as otherwise provided in this Agreement. The provisions regarding liability shall continue in full force and effect notwithstanding the expiration or termination of this Agreement with respect to events that occurred prior to such termination.

Effective Date: 9/17/2010

24. *Indemnification.*

Each Party shall indemnify and hold harmless the other Party, and the other Party's employees, from and against any and all loss, liability, damage, cost or expense to third parties, including damage and liability for bodily injury to or death of persons, or damage to property or persons (including reasonable attorneys' fees and expenses, litigation costs, consultant fees, investigation fees, penalties or fines, and any such fees and expenses incurred in enforcing this indemnity or collecting any sums due hereunder) (collectively, "Loss") to the extent arising out of, in connection with, or resulting from the negligence or willful misconduct of the indemnifying Party or its contractors, including but not limited to any claims arising under any employment law; provided, however, that no Party shall have any indemnification obligations under this Section 24 in respect of any Loss to the extent the Loss results from the negligence or willful misconduct of the Party seeking indemnity.

Effective Date: 9/17/2010

25. *No Third Party Beneficiaries.*

The Parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the Parties to this Agreement, and shall inure solely to the benefit of the Parties to this Agreement. The provisions of this Agreement are intended only to assist the Parties in determining and performing their obligations under this Agreement. The Parties to this Agreement intend and expressly agree that only Parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a Party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

Effective Date: 9/17/2010

26. Notice.

The PJM Board shall notify MMU in writing as soon as practicable if it determines that MMU has acted (or failed to act) in a manner that the PJM Board believes is not adequate performance of the MMU's functions set forth in the Plan ("inadequate performance"). The notice shall specify in detail the nature of the alleged inadequate performance. The PJM Board and MMU shall meet within 10 days after the delivery of the notice to discuss (i) whether the alleged inadequate performance arose from causes beyond MMU's control or without fault or negligence on MMU's part; (ii) the efforts that MMU proposes (if any) to make to remedy the alleged inadequate performance; and (iii) the procedures which MMU should implement to avoid future inadequate performance of the type alleged in the notice.

Effective Date: 9/17/2010

27. Notice Procedures.

Notice to any party hereto shall be in writing and shall be deemed to be delivered on the earlier of: (a) the date of personal delivery, (b) if deposited in a United States Postal Service depository, postage prepaid, registered or certified mail, return receipt requested, or sent by express courier, in each case addressed to such party at the address indicated below (or at such other address as such party may have theretofore specified by written notice delivered in accordance herewith), upon delivery or refusal to accept delivery, or (c) if transmitted by facsimile, the date when sent and facsimile confirmation is received; provided that any facsimile communication shall be followed promptly by a hard copy original thereof by express courier:

If to MMU:	Monitoring Analytics, LLC P.O. Box 768 Southeastern, PA 19399-0768
If to Dr. Bowring:	Monitoring Analytics, LLC P.O. Box 768 Southeastern, PA 19399-0768
If to PJM:	PJM Interconnection, L.L.C. 955 Jefferson Avenue Valley Forge Corporate Center Norristown, PA 19403-2497 Attn: President Facsimile: (610) 666-4281
With a copy to:	PJM Interconnection, L.L.C. 955 Jefferson Avenue Valley Forge Corporate Center Norristown, PA 19403-2497 Attn: General Counsel Facsimile: (610) 666-4281

Effective Date: 9/17/2010

28. *Disputes.*

Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be presented to the Commission for resolution, subject to any applicable requirements of Section 11. MMU shall provide all Services under this Agreement and PJM shall make all payments under this Agreement until the Commission orders otherwise.

Effective Date: 9/17/2010

29. *Expression of Professional Opinion.*

MMU's public expression of its professional opinion in the performance of its duties as set forth in the Plan, including any criticism or comment as to PJM market rules, market design, mitigation, or operations, shall not be grounds for termination, threatening termination, or holding back or impeding payment under Section 5 of this Agreement.

Effective Date: 9/17/2010

30. *Entire Agreement.*

This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and replaces and supersedes all other agreements or understandings, whether written or oral. Notwithstanding the foregoing, it is the express understanding of the Parties that nothing in this Agreement is intended, nor shall it be deemed, to change or amend any terms or conditions of the PJM Tariff. Furthermore, in the event of a conflict between any provision of this Agreement and the terms of the PJM Tariff, in particular Attachment M, the PJM Tariff shall in all events be controlling.

Effective Date: 9/17/2010

31. *Assignment.*

This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by each Party hereto and its respective successors and permitted assigns. Neither this Agreement, nor the duties to be performed hereunder, shall be assigned, delegated or otherwise disposed of by either Party without the prior written consent of the other Party. Other than as specifically set forth herein, MMU shall not subcontract any portion of the duties to be performed under this Agreement or under the PJM Tariff without the express written consent of PJM, which consent shall not be unreasonably withheld. Any assignment of this Agreement without PJM's written consent is unlawful and shall be deemed to be void.

Effective Date: 9/17/2010

32. *Governing Law.*

This Agreement shall be governed and construed in accordance with applicable Federal law and the laws of the Commonwealth of Pennsylvania without regard to its principles of conflict of laws.

Effective Date: 9/17/2010

33. *Severability.*

If any provision of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction because of present or future laws or any rule or regulation of any governmental body or entity, effective during its Term, such provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

Effective Date: 9/17/2010

34. *Modification.*

Except as stated in Attachment M, no amendment, modification, termination or attempted waiver of this Agreement, or any provision thereof, shall be valid unless agreed to by the Parties in writing. Any such modification shall be provided to the OPSI Advisory Committee, MMU Advisory Committee, and PJM members.

Effective Date: 9/17/2010

35. *Compliance with Commission Regulations.*

To the extent that the Commission issues any new rule or regulation, or modifies any existing rule or regulation, the parties shall negotiate in good faith to conform this agreement to such Commission rule or regulation.

Effective Date: 9/17/2010

36. *No Waiver.*

The waiver by a Party of any instance of another Party's noncompliance with any obligation or responsibility of this Agreement must be in writing and signed by the waiving Party to be effective as a waiver, and shall not be deemed a waiver of any other instances of such other Party's noncompliance.

Effective Date: 9/17/2010

37. *No Agency or Joint Venture.*

This Agreement shall not constitute any Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of the other party unless expressly permitted by such Party. Nothing herein is intended, or to be construed, to create a joint venture or partnership between the Parties.

Effective Date: 9/17/2010

38. Counterparts.

This Agreement may be executed in one or more counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, this Agreement is effective as of the date first written above.

PJM INTERCONNECTION, L.L.C.

Monitoring Analytics, LLC

By: /s/Karl Pfirrmann
Karl Pfirrmann
Interim President and CEO

By: _____
Joseph Bowring

Date: 12/18/2007

Date: _____

PJM Interconnection - Rate Schedules

IN WITNESS WHEREOF, this Agreement is effective as of the date first written above.

PJM INTERCONNECTION, L.L.C.

Monitoring Analytics, LLC

By: _____
Karl Pfirrmann
Interim President and CEO

By: /s/ Joseph Bowring
Joseph Bowring

Date: _____

Date: 12/18/07

Effective Date: 9/17/2010

Appendix A

To Market Monitoring Services Agreement

Information Technology Costs, Build-out Costs, and Other Infrastructure Costs

Hardware
<p>General Server:</p> <ul style="list-style-type: none"> • IBM 1x8 Console Switch with 3 Year Onsite Repair 24x7 4 Hour response • 42U Rack - APC with Wire Management - Side Panels and Doors • Extension Cords from UPS to OverHead Outlet Mounted on Cable Ladders • Monitor For KVM • Mini - Keyboard with Integrated Mouse • Ricoh MultiFunction 20 PPM black/white and Color with Fax, Scan, Print, Copy - avg. 5000 pages/month - 5 years • HP Plotter - 44" Black and White with Embedded Post Script • Fax Machine • APC Metered Rack PDU Power Distribution Units - AC 208 V - Ethernet 10/100 - 16 Output Connectors (2U)
<p>Blade Centers Redundant Switches:</p> <ul style="list-style-type: none"> • IBM eServer BladeCenter Chassis with 2x2000W PSU • IBM BladeCenter 2000W Power Supplies 3 & 4 • Nortel Networks L2/3 Fiber GbE Switch Module for IBM eServer BladeCenter • Qlogic® 20-Port 4 GB SAN Switch Module BladeCenter • 4 Gbps SW SFP Transceiver 4 Pack • BladeCenter Redundant KVM/Advanced Management Module • 3 Year Onsite Repair 24x7 4 Hour Response
<p>Blade Servers, 2HDD (Mirrored OS), FC HBA, 8 GB RAM for VMWare:</p> <ul style="list-style-type: none"> • HS21, Xeon Quad Core E5355 2.66 GHz/1333MHz/8 MB L2, 2x1 GB, O/Bay SAS • Intel Xeon Quad Core Processor Model E5355 120w 2.66 GHz/1333MHz/8MB L2 • 8 GB (2x4GB) PC2-5300 CL5 ECC DDR2 Chipkill FBDIMM Memory Kit • IBM 73.4 GB 10K SFF SAS HDD • Emulex 4GB SFF Fibre Channel Expansion Card for IBM BladeCenter • 4 Year Onsite Repair 24x7 4 Hour Response • IBM eServer BladeCenter JS21 - two 2.5 GHz PowerPC 970MP Processors - 2 Way - 4 MB Cache, 4 GB RAM 73 GB SAS • Crucial Memory - 4 GB (2 x 2 GB) Dimm 240 Pin - DDR II • IBM eServer Blade Center SFF Gigabit Ethernet Expansion Card Network Adapter • IBM Ethernet Expansion Card (CFFv) for IBM BladeCenter - Network Adapter • IBM pSeries P5 570 Server with 8 Procs @ 1.65GHz CPU and 64 GB of RAM

**Appendix A
To Market Monitoring Services Agreement**

Hardware

Storage Area Network Unit 1 DS4800 15TB:

- DS4000 EXP810 Expansion Unit Model 81
- (26K7941) SW 4 Gpbs SFP Transcvr Pair
- 16-Pk 4 Gbps FC, 300 GB/15K E-DDM
- (39M5696) 1m 50u Fiber Optic Cable (LC-LC)
- Attach to DS4800 (1815)
- Field Integrate EXP810
- (6952300) Power Cord 125V/10A/2.8m, (Group 1)
- DS4000 EXP810 Expansion Unit Model 81
- (26K7941) SW 4 Gpbs SFP Transcvr Pair
- 16-Pk 4 Gbps FC, 300 GB/15K E-DDM
- (39M5696) 1m 50u Fiber Optic Cable (LC-LC)
- Attach to DS4800 (1815)
- Field Integrate EXP810
- (6952300) Power Cord 125V/10A/2.8m, (Group 1)
- DS4000 EXP810 Expansion Unit Model 81
- (26K7941) SW 4 Gpbs SFP Transcvr Pair
- 16-Pk 4 Gbps FC, 300 GB/15K E-DDM
- (39M5696) 1m 50u Fiber Optic Cable (LC-LC)
- Attach to DS4800 (1815)
- Field Integrate EXP810
- (6952300) Power Cord 125V/10A/2.8m, (Group 1)
- DS4800 Disk System Model 84 (8 GB Cache)
- (26K7941) SW 4 Gpbs SFP Transcvr Pair
- (22R4244) DS4800 FlashCopy
- (22R4248) DS4800 FC/SATA Encl. Intermix
- (22R4251) Windows Host Kit
- DS4800 16-Storage Partitions
- Field Inegrate DS4800
- IBM Total Storage Productivity Center Limited Edition
- Per Terabyte w 1Yr SW Maint
- CD-ROM MultiLingual
- IBM Total Stg Prod Center Limited Edition Reg/Ren:L 1 Yr
- 1 Per Terabyte SW Maint No Charge 1 Y Reg

**Appendix A
To Market Monitoring Services Agreement**

Hardware

Storage Area Network Unit 2 DS4800 20TB:

- DS4000 EXP810 Expansion Unit Model 81
- (26K7941) SW 4 GPbs SFP Transcvr Pair
- 16-Pk 4 Gbps FC, 300 GB/15K E-DDM
- (39M5696) 1m 50u Fiber Optic Cable (LC-LC)
- Attach to DS4800 (1815)
- Field Integrate EXP810
- (6952300) Power Cord 125V/10A/2.8m, (Group 1)
- DS4000 EXP810 Expansion Unit Model 81
- (26K7941) SW 4 GPbs SFP Transcvr Pair
- 16-Pk 4 Gbps FC, 300 GB/15K E-DDM
- (39M5696) 1m 50u Fiber Optic Cable (LC-LC)
- Attach to DS4800 (1815)
- Field Integrate EXP810
- (6952300) Power Cord 125V/10A/2.8m, (Group 1)
- DS4000 EXP810 Expansion Unit Model 81
- (26K7941) SW 4 GPbs SFP Transcvr Pair
- 16-Pk 4 Gbps FC, 300 GB/15K E-DDM
- (39M5696) 1m 50u Fiber Optic Cable (LC-LC)
- Attach to DS4800 (1815)
- Field Integrate EXP810
- (6952300) Power Cord 125V/10A/2.8m, (Group 1)
- DS4000 EXP810 Expansion Unit Model 81
- (26K7941) SW 4 GPbs SFP Transcvr Pair
- 16-Pk 4 Gbps FC, 300 GB/15K E-DDM
- (39M5696) 1m 50u Fiber Optic Cable (LC-LC)
- Attach to DS4800 (1815)
- Field Integrate EXP810
- (6952300) Power Cord 125V/10A/2.8m, (Group 1)
- DS4800 Disk System Model 84 (8 GB Cache)
- (26K7941) SW 4 GPbs SFP Transcvr Pair
- (22R4244) DS4800 FlashCopy
- (22R4248) DS4800 FC/SATA Encl. Intermix

**Appendix A
To Market Monitoring Services Agreement**

Hardware
<p style="text-align: center;">Storage Area Network Unit 2 DS4800 20TB:</p> <ul style="list-style-type: none"> • (22R4251) Windows Host Kit • DS4800 16-Storage Partitions • Field Inegrate DS4800 • IBM Total Storage Productivity Center Limited Edition • Per Terabyte w 1Yr SW Maint • CD-ROM MultiLingual • IBM Total Stg Prod Center Limited Edition Reg/Ren:L 1 Yr • 1 Per Terabyte SW Maint No Charge 1 Y Reg
<p style="text-align: center;">Backup Solution:</p> <ul style="list-style-type: none"> • TS3200 Tape Library 78.8TB Capacity (Compressed) – Ultrium 4 Fiber Channel Tape Drive • 3573 Additional Power Supply • 3 Year Onsite Repair 24x7 4 Hour Response • Ultrium 4 Fibre Channel Drive • 3573 Rack Mount Kit • 3573 Right Side Magazine • Ultrium Cleaning Cartridge • Ultrium 4 Data Cartridges (5 Pack) • Rack to PDU Line Cord • 5.0 m LC/LC Fibre Cable
<p style="text-align: center;">Security:</p> <ul style="list-style-type: none"> • ASA 5520 Appliance with AIP-SSM-10 (Advanced Intrusion Prevention) Module/VPN • ASA 5510 Appliance with AIP-SSM-10 (Advanced Intrusion Prevention) 50/VPN • SmartNet 24x7x4 IPS-AS2A10K9 • SmartNet 24x7x4 O/S IPS-AS1A10K9 • RSA EnVision LCT - Local Collection SEM Appliance • RSA Authentication Manager Base Ed-Per/U 30-50U AUT00000050B • RSA SecurID SID700 Key Fob - 3-Year Validity SID700-6-60-36-500
<p style="text-align: center;">Network:</p> <ul style="list-style-type: none"> • Cisco 2821 VCE BDL-PVDM2-32 IOS SP SER • Cisco 3845 SEC BDL-AIM VPN EPII + ADV IP • Cisco 3750G 24 10/100/1000 + 4 SFP SMI Switch • Cisco CAT 2960 48 10/10 PT + 2-SFP LAN LITE I • 6 FT Cat 6 RJ45 UTP Network Cables • 3 FT Cat 6 Molded Patch Cable Grey
<p style="text-align: center;">Phone System with Voicemail and Content Filter:</p> <ul style="list-style-type: none"> • Avaya IP Office 406 with Voice Mail and Phones for 50 Stations • Barracuda Networks Web Filter 310 with 5 Yr Energize Updates Subscription Bundle BYF310a5

**Appendix A
To Market Monitoring Services Agreement**

Hardware
<p>Laptop / Desktop Hardware:</p> <ul style="list-style-type: none"> • Lenovo ThinkPad Essential Port Replicator 250510W • Lenovo ThinkPlus USB Keyboard with Ultronav 31P8950 • Lenovo ThinkPlus ScrollPoint Pro Optical Mouse USB & PS2 31P8700 • Lenovo ThinkPad Notebook Carrying Case - Backpack 73P3599 • HP Smart Buy L2045W 20.1" LCD Widescreen Flat Panel Monitor RD125A8#ABA • Lenovo ThinkCentre M55 - Intel Pentium D 3.0 GHz Desktop 8811FHU - 1 GB RAM, 80 GB HD, CD-RW/DVD • 1 GB PC2-6400 800 MHz DDR2 SDRAM UDIMM Memory

Software
<p>Document Management System:</p> <ul style="list-style-type: none"> • Express Multi-Tier Protection 11.0 BD Basic 12 MO for Servers and Clients (54 Clients and 18 Servers) • MS MBL W2003 CAL Per User • MS MBL W2003 SRV STD R2 • Windows 2003 CAL • MS MBL SharePoint SRV 2007 • MS MBL Sharepoint ENT User CAL 2007 • MS MBL Sharepoint User Cal 2007 • MS WWF Sharepoint 2007 32/64 Med Ent • MS WWF W2003 SRV STD R2 32/64 Media
<p>Messaging Server – Clustered:</p> <ul style="list-style-type: none"> • Microsoft Windows 2003 Server Enterprise x64 Bit • Microsoft Windows 2003 CALS • OV L/SA Exchng User CAL 3 YR / ACQYR1 - MSOPN VAL • OV L/SA Exchange ENT W/ SVC USER CAL 3Y MS OPN VAL • OV L/SA Exchange SVR-3YR/ACQYR1 - MS OPN VAL • OV L/SA Exchange SVR ENT 3YR/ACQYR1 MS OPN VAL • EXP 1 YR SUB PREM ANTISPAM ADDON 1.0 to SMS Exchange and Dom user BD

**Appendix A
To Market Monitoring Services Agreement**

Software
<p style="text-align: center;">SAS Environment – Group 1 Server S9107-4P1C:</p> <ul style="list-style-type: none">• Microsoft Windows 2003 Server Enterprise• Microsoft Windows 2003 Server CALS• SAS Analytics Pro (Base SAS, SAS/GRAPH, SAS/STAT)• SAS/Access Interface to ODBC Software• SAS /Access Interface to OLE DB Software• SAS/Access Interface to Oracle Software• SAS/Access Interface to PC Files Software• SAS/Connect Software• SAS Enterprise Guide (100 Users)• SAS/ETS Software• SAS/FSP Software• SAS/IML Software• SAS Integration Technologies• SAS/OR Software
<p style="text-align: center;">SAS Environment – Personal Server B S9107-1P2C:</p> <ul style="list-style-type: none">• SAS BI Server• SAS/Connect Software• SAS/Access Interface to ODBC Software• SAS /Access Interface to OLE DB Software• SAS/Access Interface to Oracle Software• SAS/Access Interface to PC Files Software• SAS/STAT Software
<p style="text-align: center;">SAS Environment – Personal Server B S9107-1P2C - For Test Purposes:</p> <ul style="list-style-type: none">• SAS BI Server• SAS/Access Interface to ODBC Software• SAS /Access Interface to OLE DB Software• SAS/Access Interface to Oracle Software• SAS/Access Interface to PC Files Software• SAS/Connect Software• SAS Enterprise Guide (100 Users)• SAS/ETS Software• SAS/FSP Software• SAS/IML Software• SAS/STAT Software• SAS/OR Software

**Appendix A
To Market Monitoring Services Agreement**

Software
<p>VMWare Products:</p> <ul style="list-style-type: none"> • Subscription Only Vmware VI3 Enterprise - 2 Sockets - 1 Year Full • Vmware VI3 Enterprise - 2 Sockets (License Only) • Subscription Only Vmware VCMS 2 - 1 Year Full • VMWare VCMS 2 for VI3 (License Only)s
<p>Citrix Server:</p> <ul style="list-style-type: none"> • Windows 2003 Server • Windows 2003 CAL • Citrix Presentation Server - Enterprise - Works on VMWare
<p>Microsoft SQL Server (on Separate Blade) w/ Integration and Reporting Services:</p> <ul style="list-style-type: none"> • Windows 2003 Server Enterprise Server x64 • Windows 2003 CAL • Microsoft SQL Server 2005 Enterprise Edition for 50 Users x64 • MS MBL SQL User CAL 2005
<p>Domain Controllers and RSA Authorization Primary and Replica:</p> <ul style="list-style-type: none"> • Windows 2003 Server • Windows 2003 CAL
<p>Web Server:</p> <ul style="list-style-type: none"> • Windows 2003 Server • Windows 2003 CAL • BEA Web Logic Application Server
<p>File / Print Server and Management Server for Anti-Virus, Centralized Admin, WSUS, Virtual Center, etc:</p> <ul style="list-style-type: none"> • Windows 2003 Server • Windows 2003 CAL
<p>Backup Server – Tivoli Storage Manager:</p> <ul style="list-style-type: none"> • Windows 2003 Server Enterprise Server • Windows 2003 CAL • Tivoli Storage MGR Ext Ed 10 Values Lic MNT • Tivoli Storage MGR EXT ED 10 Values LIC MNT • Tivoli Storage MGR Storage Area NTWKS 10 Values Lic MNT • Tivoli Storage MGR Databases 10 Values LIC MNT • Tivoli Storage MGR Mail 10 Proc Values (PVUS) LIC MNT
<p>Infrastructure Monitoring Solution:</p> <ul style="list-style-type: none"> • Windows 2003 Server Enterprise • Windows 2003 CAL • Microsoft System Center Essentials 2007 • OLP ML System Center Essentials SVR 2007 NL

**Appendix A
To Market Monitoring Services Agreement**

Software
<p style="text-align: center;">Data Archiving Solution – Princeton Softtech Optim:</p> <ul style="list-style-type: none"> • Windows 2003 Server Enterprise • Windows 2003 CAL • Princeton Softtech - Optim Data Archiving Solution on Windows Platform
<p style="text-align: center;">MMAF Application Server- (MMU30AWP & MMU30AWT):</p> <ul style="list-style-type: none"> • Windows 2003 Server Enterprise • Windows 2003 CAL • Areva MMAF Software and License Transfer or Sublicense
<p style="text-align: center;">Data Warehouse (Oracle on AIX) Clustered Environment using HACMP:</p> <ul style="list-style-type: none"> • IBM AIX Version 6.1 (or latest) • Oracle Enterprise Edition 10G per Processor • Oracle Client
<p style="text-align: center;">Desktop / Laptop Software:</p> <ul style="list-style-type: none"> • Windows Vista Business Edition • Adobe Acrobat Distiller • Adobe Acrobat Standard • CardScan Executive v.8 - Scanner and Software • Austin and Haynes Employee Appraiser Deluxe version 5 • Exceed Hummingbird (latest version or version 9) • IBM Record Now - Free with IBM Laptop / Desktop • Microsoft MAP Point North America (latest) • Microsoft Project 2007 • Microsoft Office 2007 Enterprise • MS Visio 2007 if not included in above • Oracle Forms and Reports • Power DVD • Sonic Express Label Software • Quest SQL Navigator (TOAD) • UltraEdit-32 • VZAccess Manager • Winzip • Quickbooks Enterprise (latest edition) • Mercury Quality Center • Source Gear Vault 4.0 (Version Control Software) • Math CAD • Math Type • Microsoft SQL Client for SSIS/SSRS (integration services and reporting services)

**Appendix A
To Market Monitoring Services Agreement**

Labor
Labor Associated with set-up, configuration, and installation

Other
<p>Building:</p> <ul style="list-style-type: none"> • Architectural / Engineering Design Fees • Temporary / Permanent Relocations • Demolition Within Existing Space • Construction Within Existing Space • Computer Room Air Conditioning Unit • Kitchenette Equipment
<p>Building Wiring:</p> <ul style="list-style-type: none"> • Horizontal Cabling System - furnish and install 52 Work Area Outlets - 156 Cat 5E cables • 13 Each Standard (3x Cat5E) wall-mounted WAOs • 36 Each Standard (3x Cat5E) furniture-mounted WAOs • 3 Each Standard (3x Cat5E) Floor Mounted WAOs • All cables will be Cat 5E cables, plenum (CMP) Rated • All CAT 5E jacks will match the color of faceplates • Cables will be identified with machine-printed labels at each end • Closet Terminations - all Horizontal Cables will terminate to 48 Port Cat 6 modular (8p8c) rackmounted patch panels • Horizontal wire manager below each patch panel plus one at the top per rack • Telecomm Room - Furnish and install racking and wire management to fit-out the telecom room • 1 each 7' x 19" free-standing Data Relay Rack, with 2 vertical wire management channels. • Up to 20 L.F. of 12" wide overhead ladder tray • Demarc Extension • Furnish and install a 25 pr Cat3 cable from server room over to Demarc Closet. Terminate on 66 Block Punchdowns • Furnish and install 4 Cat5E cables from Server room over to Demarc Closet. Terminate on 4 open ports of last patch panel • Testing • All Cat5E Cables will be tested to the latest EIA/TIA Cat5E specifications • Permit Pricing is included • Patchcords or voice cross-connect are not specified as part of this contract

**Appendix A
To Market Monitoring Services Agreement**

Other
<p>Building Furniture:</p> <ul style="list-style-type: none"> • (36) Knoll Dividends : 64" H Panels w/electric, 48x48 Corner, 24x24 & 24x48 worksurface (2) ovrhds, 1 pedstl, 1 30 w lateral file • Goal low back tilter with infinite tilt lock. Pneumatic seat • Comet Arm Chair • Reflect Dble Ped Dsk (66wx30Dx29H) • Reflect Knspc Cred/66wx24dx29h • Reflect Opn Bkcs/36wx15dx42h • Enterprise High Back Tilter with Impact and scuff resistant arms • 9300 Series Lateral File • Racetrack Table 7' x 44" Conf Table Laminate Avant Cherry • Rectangular Table, 6' x 36" Conf Table Laminate Avant Cherry • 48" Round Table Conf Table Laminate • Enterprise Low Back Tilter Impact and Scuff Resistant Arms • 24" Deep free standing table -4 tapered legs with levelers. Bungee Laminate (Mail Room) • 36" Round Table (Kitchen Break Room) • Flexon Stacking arm Chair Durable High Impact polypropylene • Shelving 1 lot (3) Box Shelving Units, 72"H x 36"w x 15" d (Storage Mail Room) • Havana Club Chr Full Uph (Reception) • Havana Settee Full Uph (Reception) • Chambers Coffee Tbl/50wx24dx16h Veneer Top / Chassis (Reception) • Budget for Reception Desk (Reception) • Goal Low Back Tilter with Infinite tilt lock Pneumatic seat (Reception) • Sales Tax on items
<p>Building Security - Access Control System / Closed Circuit TV System with 4 Cameras and DVR - 45 Days of Clips:</p> <ul style="list-style-type: none"> • Access Control System per Card Reader • Key FOBS for Access - Key Chain • Closed Circuit TV - 4 Camera System with Raven Digital Recorder w/ Built-in CD Burner • 9 - Channel DVR - clips recorded and sent to a file server - 45 Days of recording
<p>Building Audio/Video Equipment for 3 Conference Rooms:</p> <ul style="list-style-type: none"> • Conference Room #1 and #3 - 50" Wall Mounted LCD Display with Portable Projector • Conference Room #2 - Two LCD Displays, Audio Conferencing, Presentation Functionality and Control
<p>Power Requirements:</p> <ul style="list-style-type: none"> • APC Symmetra PX 20kW Scalable to 40kW N+1, 208 V + (2) SYBT4 Battery Unit Runtime 32 Minutes - • Electrical Service - Dedicated Circuit

Effective Date: 9/17/2010

