

**GENERAL PRESIDENTS' PROJECT MAINTENANCE AGREEMENT
FOR
EXELON GENERATION COMPANY, LLC, GENERATING FACILITIES**

Southern Region Amendment

This Amendment is established under the provisions of Article I: Section 2. of the General Presidents' Project Maintenance Agreement For Exelon Generation Company LLC, Generating Facilities (hereinafter referred to as Agreement). This Amendment is added to the Agreement for the purposes of making contractors competitive and reflects current conditions and / or practices associated with projects within low density and Right To Work states. Further, the Amendment specifically addresses market conditions within the Southern Region. This Amendment shall only apply to those Generation Facilities listed herein, which will be added to Exhibit A of the Agreement.

Specifically Amended Agreement Terms And Conditions

Article II: Management Rights

1. J. The Contractor may bring in or transfer up to one hundred percent (100%) of the workforce, including foremen, general foremen and craft supervisors within the Unions' jurisdiction.
1. K. Use of discretionary mixed crews and / or composite crews will determine the number of employees needed to safely perform the work with due consideration of the appropriate skills mix; make all work assignments and jurisdictional assignments.
1. L. All signatory parties understand and agree that eligibility for employment is conditioned upon successful completion of all of the following requirements.
- Occupational Safety and Health Administration (OSHA) 10 – Hour Outreach
 - Training for applicants or OSHA 30 – Hour Outreach Training for supervision
 - (as applicable).
 - Owner's and / or Contractor's required drug and alcohol (D&A) screening.
 - Required welder testing and certifications.
 - Any required trade – specific qualifications and certifications.

All such required pre – employment non – paid processing time (NPPT) shall be on the employees own time.

Article III: Union Security And Referral

- 3. The above shall not restrict the Contractor from soliciting and / or hiring qualified personnel from any source, provided that the Unions are unable to fulfill the Contractor's manpower requirements within 24 hours after the Contractor's request for manpower. If the Contractor notifies the Union that the situation is an emergency, the Union must fulfill the Contractor's manpower request within 12 hours. If the request of the Contractor is unfilled, the Contractor can fill the manpower request from any source necessary.**

- 6. The Contractor shall not be bound by the hiring and book – classification layoff practices of Unions. The Contractor reserves the right to lay off at its discretion in order to maintain the best qualified workforce to meet the Owner's needs. The Contractor also reserves the right to call by name and / or qualifications or candidates with previous experience with the Contractor.**

- 9. The Contractor reserves the right to use up to 30% of the workforce utilizing apprentices, sub – journeymen and tradesmen classifications as identified in the Unions' Attachment A wage sheet in order to produce a more competitive cost structure within the composite rate.**

Article VIII: Work Assignments

- 3. As stated within Article II: K. the Contractor shall have the right to make all jurisdictional work assignments. Jurisdictional disputes shall be resolved pursuant to Article XXIV.**

- 5. The Contractor and the Unions agree that the Contractor may use a composite or discretionary mixed crew if the Owner or the Contractor deems such use necessary to respond to an urgent or emergency plant condition.**

Article IX: Jobsite Representative

- 3. The Jobsite Representative shall be paid at a rate not less than the equivalent of craft foremen's pay. The Jobsite Representative is not guaranteed forty (40) hours per week due to the nature of the work not being steady state.**

Article XI: Wage Rates And Payday

- 8. The Contractor will use direct deposit or pay cards for all pay roll requirements including lay off is pay off.**

9. All Overtime work, Call-In work and work performed on Saturday, Sunday and Holidays shall be paid at the rate of time and one – half (1.5).

Exhibit A

The following Generating Facilities are hereby added.

Wolf Hollow II (Granbury, Texas)

Colorado Bend II (Wharton, Texas)

Hillabee (Alexander City, Alabama)

Albany Green Energy (Albany, Georgia)

Exhibit B Power House Committees

Due to the Nature of the work to be performed at the Generating Facilities covered by This Amendment, the voting composition of a PAC may be a minimum of two labor and two management representatives. It is understood however, that the individuals voting cannot be a party to a dispute to be adjudicated.

Appendix B Mandatory Eight Straight Time / Attendance Program

Delete: Section II C)

Delete: 3) 4) 5) of Section II D)

Appendix E Baseline Maintenance

- IV For any facility that requires Baseline Maintenance, the Contractor has the right to utilize discretionary mixed crews and / or composite crews; make all work assignments and jurisdictional assignments for all work associated with Baseline Maintenance crews. The establishment of these crews will take into consideration required skills to accomplish the work in a safe and productive manner. The Contractor reserves the right to periodically adjust these crews to meet the skills requirements of the project.

This Amendment approved by majority vote of the General Presidents' Committee this 20th Day of December 2017

By: 