

## Purchase Order



Allegheny Energy Service Corporation  
an Allegheny Energy company

AGENT-FOR-BUYER  
800 Cabin Hill Drive  
Attn: Procurement  
Greensburg, PA 15601-1650  
FAX: (724) 830-5692

Page 1 of 2  
PO# 4500120394

THE ARTEMIS GROUP  
ATTN: PAT SCHIAVONE  
59 FRANKLIN ST  
ANNAPOLIS MD 21401-2726

**Your Vendor Number with us**  
10027456

**Please Deliver to :**  
PATH Allegheny Transmission  
Company, LLC  
Attn: Chuck Kruff  
800 Cabin Hill Drive  
Greensburg PA 15601

**Bill and Mail Invoices to :****Buyer :**

**PATH Allegheny Transmission Company,**

Disbursement Accounting  
800 Cabin Hill Drive  
Greensburg, PA 15601-1650

**Purchase Order****Purchasing Document Date**

4500120394

04-15-2008

**Purchasing Buyer**

Diane Radvansky

**Telephone**

724-838-6010

**Fax number**

724-830-5692

**Our Reference**

LISA DUGAN

All Correspondence, Shipping Papers, Invoices, Bills of Lading and Packages must show the Stock Number, Purchase Order Number and Change Order Number. ( If Applicable )

ANY AGENT, REPRESENTATIVE, CONSULTANT OR CONTRACTOR PROVIDING SERVICES TO ALLEGHENY ENERGY IS EXPECTED TO FOLLOW ALLEGHENY ENERGY'S CODE OF BUSINESS CONDUCT AND ETHICS, WHICH IS AVAILABLE ON THE COMPANY'S WEBSITE, [WWW.ALLEGHENYENERGY.COM](http://WWW.ALLEGHENYENERGY.COM), IN THE CORPORATE GOVERNANCE SECTION. IT IS ALSO AVAILABLE AT [HTTP://MEDIA.CORPORATE-IR.NET/MEDIA\\_FILES/NYS/AYE/CORPGOV/CODE4.PDF](http://MEDIA.CORPORATE-IR.NET/MEDIA_FILES/NYS/AYE/CORPGOV/CODE4.PDF)

**IncoTerms :** FOB N/A

**Currency :** USD

**Terms of Payment :** Within 45 days Due Net

This offer to purchase includes all the terms and conditions applicable to this purchase order. Acknowledgement is required for services or exceptions only. Shipment of goods will constitute your acceptance of this purchase order's terms and conditions.

AUTHORIZED BY: 

**Header text**

BUYER: PATH ALLEGHENY TRANSMISSION COMPANY, LLC

This purchase order is issued for developing and implementing a Public Advocacy Campaign, to support building the Marylanders for Reliable Power Coalition.

Purchase Order shall be effective upon issuance through December 31, 2009.

Note : If it has been determined that the product purchased is a hazardous substance according to OSHA 1910.1200, 2 copies of the material safety data sheet for such product must be included with the shipping papers to the receiver of the product. If seller fails to supply such information, seller shall be considered to be in breach of contract.

Vendor Copy

Newman-1-Attachment A

**Purchase Order**



**Allegheny Energy Service Corporation**  
*an Allegheny Energy company*

ISSUED BY

AGENT-FOR-BUYER  
 800 Cabin Hill Drive  
 Attn: Procurement  
 Greensburg, PA 15601-1650  
 FAX: (724) 830-6692

Tasks shall include but are not limited to the following:

- Coalition Development and Recruitment**
- Develop third party support and champions
  - Develop "Grasstops"
  - Develop coalition materials, training workshops for the grassroots
  - Coalition members, and schedule special events.
  - Quantitative and Qualitative Research and Analysis

- Coalition Management**
- Database design, integration and management
  - Make determinations with client

- Media Relations**
- Develop theme with key messages for the Coalition
  - Develop and implement a strategic communications plan

**Measure Success**

Hourly rates, estimated hours, scope of services, terms and conditions are in accordance with the following documents, which are attached hereto and/or incorporated herein by reference and made a permanent part hereof:

- A. Allegheny Energy Inquiry DMR028, dated 12/05/07, as posted on the Power Advocate on-line bidding platform;
- B. The Artemis Group LLC Proposal for Developing and Implementing a Public Advocacy Campaign dated December 18, 2007, and associated information submitted via the Power Advocate on-line bidding platform, Allegheny Energy Collective Number DMR028;
- C. E-Mail from Patricia Schiavone of The Artemis Group LLC dated February 6, 2008, with revised hourly rates and revised time estimates;
- D. PATH Allegheny Transmission Company, LLC General Terms and Conditions for Professional Services dated February 26, 2008 (attached hereto).

These documents shall constitute the entire agreement between the parties. The terms and conditions on the back of this purchase order are of no force and effect.

Item	Material	Order Qty.	UOM	Unit Price	Per	Net Value
00010		1	AU	\$ 136,300.00	1	\$ 136,300.00
<b>Description :</b> Coalition Services						
<b>Required Date :</b> 12-31-2009						
<b>Purch. Req. Number :</b> 10103491		<b>Purch. Req. Item :</b> 00010				
<b>Tax Code Description :</b> Vendor Bills Tax						
<b>The item covers the following services :</b>						
	<b>Service Item</b>	<b>Service Number</b>	<b>Service Description</b>	<b>Qty</b>	<b>UOM</b>	<b>Rate</b>
	10		MD Coalition Services	136,300.000	AU	\$ 1.00
<b>Total Net Value</b>						<b>\$ 136,300.00</b>

**End of Purchase Order**

Note : If it has been determined that the product purchased is a hazardous substance according to OSHA 1910.1200, 2 copies of the material safety data sheet for such product must be included with the shipping papers to the receiver of the product. If seller fails to supply such information, seller shall be considered to be in breach of contract.

**Change to Purchase Order**

ISSUED BY  
**Allegheny Energy Service Corporation**  
*an Allegheny Energy company*

AGENT-FOR-BUYER  
 800 Cabin Hill Drive  
 Attn: Procurement  
 Greensburg, PA 15601-1650  
 FAX: (724) 830-7714

Page 1 of 6  
 PO# 4500117177

CHARLES RYAN ASSOC LLC  
 PO Box 2464  
 CHARLESTON WV 25329-2464

**Your Vendor Number with us**  
 10019263

**Please Deliver to :**

All material to Connellsville or Williamsport Distribution Centers must be delivered between 7:00 am and 11:00 am Monday through Friday only. For all other locations, deliveries must be made between 7:00 am and 3:00 pm Monday through Friday (unless otherwise specified on the purchase order). No U.S. holiday deliveries (including New Year's Day, President's Day, Good Friday, Memorial Day, July 4, Labor Day, Veterans' Day, Thanksgiving Day, and Christmas Day).

**IMPORTANT:** Invoice must be in purchase order unit of measure.

Buyer reserves the right to assign this contract, in whole or in part, to one or more of its affiliates, their successors or assigns at any time.

All Correspondence, Shipping Papers, Invoices, Bills of Lading and Packages must show the Stock Number, Purchase Order Number, and Work Order and Op Step Numbers (if applicable and as identified in the Purchase Order header text or item text).

ANY AGENT, REPRESENTATIVE, CONSULTANT OR CONTRACTOR PROVIDING SERVICES TO ALLEGHENY ENERGY IS EXPECTED TO FOLLOW ALLEGHENY ENERGY'S CODE OF BUSINESS CONDUCT AND ETHICS, WHICH IS AVAILABLE ON THE COMPANY'S WEBSITE, [www.alleghenyenergy.com](http://www.alleghenyenergy.com), IN THE CORPORATE GOVERNANCE SECTION. IT IS ALSO AVAILABLE AT [http://media.corporate-ir.net/media\\_files/nys/aye/corpgov/code4.pdf](http://media.corporate-ir.net/media_files/nys/aye/corpgov/code4.pdf).

This document, and any attached or referenced documents, may contain information proprietary to Allegheny Energy Service Corporation, its affiliates, and parent. You agree that this document is to be used solely by you exclusively for the purpose for which it is furnished, and AESC requires it to be returned or destroyed when no longer required for that purpose. This document and any information obtained therefrom shall not be reproduced, transmitted, or disclosed in whole or in part to other organizations without the prior written authorization of AESC.

**IncoTerms :** FOB Free on board

**Currency :** USD

**Terms of Payment :** Within 30 days Due Net

**This offer to purchase includes all the terms and conditions applicable to this purchase order. Acknowledgement is required for services or exceptions only. Shipment of goods will constitute your acceptance of this purchase order's terms and conditions.**

**AUTHORIZED BY:** \_\_\_\_\_

**Note :** If it has been determined that the product purchased is a hazardous substance according to OSHA 1910.1200, 2 copies of the material safety data sheet for such product must be included with the shipping papers to the receiver of the product. If seller fails to supply such information, seller shall be considered to be in breach of contract.

Purchasing File

Newman-1-Attachment B

**Bill and Mail Invoices to :**

**Buying Company:**

**PATH Allegheny Transmission Company**

Disbursement Accounting  
 800 Cabin Hill Drive  
 Greensburg, PA 15601-1650

**Change to Purchase Order****Purchasing Document Date**

4500117177                      04-02-2008

**Purchasing Buyer**

Carol Johnson

**Telephone**

724-838-6279

**Fax number**

724-830-7713

**Our Reference**

ANGELA ALTON

**E-Mail**

cjohns2@alleghenyenergy.com

**Changed on** 07-24-2009

**Change to Purchase Order**

ISSUED BY  
**Allegany Energy Service Corporation**  
*an Allegany Energy company*

AGENT-FOR-BUYER  
 800 Cabin Hill Drive  
 Attn: Procurement  
 Greensburg, PA 15601-1650  
 FAX: (724) 830-7714

Page 2 of 6  
 PO# 4500117177

**Header text**

\*\*\*Change Order #2 dated 05-12-09 PO#4500117177\*\*\*

Change order #2 to purchase order #4500117177 with Charles Ryan Associates is issued to incorporate Amendment #2 (attached) documenting changes effective March 1, 2009 through December 31, 2009, signed by Mr. James R. Haney, PATH Allegheny Transmission Company, LLC and Susan Lavenski, Charles Ryan and Associates, LLC and to change the split of contracted services effective April 1, 2009 as shown below.

Effective April 1, 2009 the payment of the Contracted Services shall be apportioned twenty-four (24) percent to PATH Allegheny and seventy-six (76) percent to PATH West Virginia per Kathryn L. Patton, Deputy General Counsel, AP.

NOTE: there are no line items 40, 50, or 60 on this order.

All other terms and conditions remain unchanged.

\*\*End of change order #2 to PO#4500117177\*\*

\*\*\*Change Order #1 dated 9-18-08 to PO#4500117177\*\*\*

This change order #1 is issued to amend section 3b of the service agreement dated 2-29-08 as detailed in the attached Amendment #1 signed by David Feinberg, PATH Allegheny Transmission Company, LLC and Susan Lavenski, Charles Ryan Associates, LLC. This change allows for agency markups of 20% for production and 15% commission for media buys, rather than by hourly rates -- see details in Amendment #1.

\*\*\*End of change order #1 to PO#4500117177\*\*\*

Buyer: PATH Allegheny Transmission LLC  
 800 Cabin Hill Drive  
 Greensburg, PA 15601

This purchase order contract is issued Charles Ryan and Associates, LLC for the performance of communications and public relations services relating to the siting and construction of the PATH Allegheny 500 KV transmission line.

Reference the attached Agreement between PATH Allegheny Transmission Company, LLC and Charles Ryan and Associates, LLC dated 2/29/08 and signed by David Flitman, President, Allegheny Power and Kevin L. Hall, Senior VP, Charles Ryan and Associates, LLC.

Vendor: Charles Ryan and Associates, LLC  
 300 Summers Street, Suite 1100  
 Charleston, WV 25301  
 Phone: 304-342-0161

**Header note**

internal: change order dated 7-24-09 chj  
 this internal change order issued at the email request of Angela Alton dated 7-22-09 (see attached) to lower the funds on line 80 from \$196,700 to \$32,000 and to add line item 120, Outside Services, in the amount of \$164,700 using GL 616314 and Order ECCPATHAE. Change requested to charge non-open house expenses from capital to expense accounts.

INTERNAL NOTES for external co#2 - CHJ

Note : If it has been determined that the product purchased is a hazardous substance according to OSHA 1910.1200, 2 copies of the material safety data sheet for such product must be included with the shipping papers to the receiver of the product. If seller fails to supply such information, seller shall be considered to be in breach of contract.

**Change to Purchase Order**



ISSUED BY  
**Allegheny Energy Service Corporation**  
*an Allegheny Energy company*

Page 3 of 6  
 PO# 4500117177

AGENT-FOR-BUYER  
 800 Cabin Hill Drive  
 Attn: Procurement  
 Greensburg, PA 15601-1650  
 FAX: (724) 830-7714

reference requisition 10170448 line items 40 and 50 being added as line items 70 and 80 to cover invoices for the external communications 2009 budget, and lines 60 thru 80 added to cover services incorporated in Amendment #2.

Also this change order will show the new split of 76/24 effective April 1, 2009.

po total \$573,000  
 co#2 adds \$927,325  
 new total\$1,500,325

NOTE: \$393,400 is for lines 70 and 80  
 \$533,925 is for lines 90, 100, and 110  
 (See attached emails and amendments).

\*\*\*Internal Change Order dated 11-05-08 to PO#4500117177\*\*\*

Internal Change order to purchase order #4500117177 with Charles Ryan Associates currently providing communications and public relation services relating to the siting and construction of the PATH Project. This change order is necessary to increase the expense limit due to a budget revision.

11-06-08: Deleted lines 40, 50, and 60, which imported from requisition # 10170448. The additional \$208,000.00 was added to lines 20 and 30, respectively, in order to expedite payment of invoices. jlh

Item	Material	Order Qty.	UOM	Unit Price	Per	Net Value
00010 US		1	AU	\$ 24,995.98	1	\$ 24,995.98

**Description :** Public Relations

**Required Date :**

**A/C Assig. Cat :** F

<b>G/L Account</b>	<b>Order</b>	<b>Quantity</b>
616314	ECCPATHAE	1

**Purch. Req. Number :** 10107804      **Purch. Req. Item :** 00010

**Tax Code Description :** Vendor Bills Tax

PATH Allegheny Transmission Company, LLC

**Please deliver to :** Attn: Doug Colafella  
 800 Cabin Hill Drive  
 Greensburg PA 15601

00020 US		1	AU	\$ 378,004.02	1	\$ 378,004.02
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**Description :** Public Relations - Advertising

**Required Date :**

**A/C Assig. Cat :** F


<b>G/L Account</b>	<b>Order</b>	<b>Quantity</b>
620000	ECCPATHAE	1

**Tax Code Description :** Vendor Bills Tax

PATH Allegheny Transmission Company, LLC

**Please deliver to :** Attn: Doug Colafella  
 800 Cabin Hill Drive

Note : If it has been determined that the product purchased is a hazardous substance according to OSHA 1910.1200, 2 copies of the material safety data sheet for such product must be included with the shipping papers to the receiver of the product. If seller fails to supply such information, seller shall be considered to be in breach of contract.

**Change to Purchase Order**  
 ISSUED BY  
 **Allegheny Energy Service Corporation**  
*an Allegheny Energy company*

AGENT-FOR-BUYER  
 800 Cabin Hill Drive  
 Attn: Procurement  
 Greensburg, PA 15601-1650  
 FAX: (724) 830-7714

Greensburg PA 15601

00030 US 1 AU \$ 170,000.00 1 \$ 170,000.00

**Description :** Informational Meetings  
**Required Date :**

**A/C Assig. Cat :** F

<b>G/L Account</b>	<b>Order</b>	<b>Quantity</b>
616314	33003570	1

**Purch. Req. Number :** 10127831 **Purch. Req. Item :** 00020

**Tax Code Description :** Vendor Bills Tax

**Please deliver to :** PATH Allegheny Transmission Company, LLC  
 Attn: Doug Colafella  
 800 Cabin Hill Drive  
 Greensburg PA 15601

00070 US 1 AU \$ 196,700.00 1 \$ 196,700.00

**Description :** Public Relations - Advertising  
**Required Date :**

**A/C Assig. Cat :** F

<b>G/L Account</b>	<b>Order</b>	<b>Quantity</b>
620000	ECCPATHAE	1

**Purch. Req. Number :** 10170448 **Purch. Req. Item :** 00040

**Tax Code Description :** Vendor Bills Tax

**Please deliver to :** PATH Allegheny Transmission Company, LLC  
 PATH Allegheny Transmission Company, LLC  
 800 Cabin Hill Drive  
 Greensburg PA 15601

00080 US 1 AU \$ 32,000.00 1 \$ 32,000.00

**Description :** Informational Meetings  
**Required Date :**

**A/C Assig. Cat :** F

<b>G/L Account</b>	<b>Order</b>	<b>Quantity</b>
616314	33003570	1

**Purch. Req. Number :** 10170448 **Purch. Req. Item :** 00050

**Tax Code Description :** Vendor Bills Tax

**The item covers the following services :**

<b>Service Item</b>	<b>Service Number</b>	<b>Service Description</b>	<b>Qty</b>	<b>UOM</b>	<b>Rate</b>
10		Informational Meetings	.000		\$ .00

**Please deliver to :** PATH Allegheny Transmission Company, LLC  
 PATH Allegheny Transmission Company, LLC  
 800 Cabin Hill Drive  
 Greensburg PA 15601

Note : If it has been determined that the product purchased is a hazardous substance according to OSHA 1910.1200, 2 copies of the material safety data sheet for such product must be included with the shipping papers to the receiver of the product. If seller fails to supply such information, seller shall be considered to be in breach of contract.

**Change to Purchase Order**



ISSUED BY  
**Allegheny Energy Service Corporation**  
*an Allegheny Energy company*

AGENT-FOR-BUYER  
 800 Cabin Hill Drive  
 Attn: Procurement  
 Greensburg, PA 15601-1650  
 FAX: (724) 830-7714

00090 US 1 AU \$ 210,000.00 1 \$ 210,000.00

**Description :** Reliable Power Coalition in VA

**Required Date :**

A/C Assig. Cat : F

<b>G/L Account</b>	<b>Order</b>	<b>Quantity</b>
616314	33003293	1

**Purch. Req. Number :** 10170448 **Purch. Req. Item :** 00060

**Tax Code Description :** Vendor Bills Tax

**Please deliver to :**  
 PATH Allegheny Transmission Company, LLC  
 PATH Allegheny Transmission Company, LLC  
 800 Cabin Hill Drive  
 Greensburg PA 15601

00100 US 1 AU \$ 271,425.00 1 \$ 271,425.00

**Description :** PATH Education and Awareness Team

**Required Date :**

A/C Assig. Cat : F

<b>G/L Account</b>	<b>Order</b>	<b>Quantity</b>
616314	33003293	1

**Purch. Req. Number :** 10170448 **Purch. Req. Item :** 00070

**Tax Code Description :** Vendor Bills Tax

**Please deliver to :**  
 PATH Allegheny Transmission Company, LLC  
 PATH Allegheny Transmission Company, LLC  
 800 Cabin Hill Drive  
 Greensburg PA 15601

00110 US 1 AU \$ 52,500.00 1 \$ 52,500.00

**Description :** Labor Coordination Efforts

**Required Date :** 05-12-2009

A/C Assig. Cat : F

<b>G/L Account</b>	<b>Order</b>	<b>Quantity</b>
616314	33003293	1

**Purch. Req. Number :** 10170448 **Purch. Req. Item :** 00080

**Tax Code Description :** Vendor Bills Tax

**Please deliver to :**  
 PATH Allegheny Transmission Company, LLC  
 PATH Allegheny Transmission Company, LLC  
 800 Cabin Hill Drive  
 Greensburg PA 15601


00120 US 1 AU \$ 164,700.00 1 \$ 164,700.00

**Description :** Outside Services

**Required Date :** 05-12-2009

Item text Outside Services

Note : If it has been determined that the product purchased is a hazardous substance according to OSHA 1910.1200, 2 copies of the material safety data sheet for such product must be included with the shipping papers to the receiver of the product. If seller fails to supply such information, seller shall be considered to be in breach of contract.

**Change to Purchase Order**  
 ISSUED BY  
 **Allegheny Energy Service Corporation**  
*an Allegheny Energy company*

Page 6 of 6  
 PO# 4500117177

AGENT-FOR-BUYER  
 800 Cabin Hill Drive  
 Attn: Procurement  
 Greensburg, PA 15601-1650  
 FAX: (724) 830-7714

00120 US 1 AU \$ 164,700.00 1 \$ 164,700.00

**Description :** Outside Services

**Required Date :** 05-12-2009

**A/C Assig. Cat :** F

<b>G/L Account</b>	<b>Order</b>	<b>Quantity</b>
616314	ECCPATHAE	1

**Tax Code Description :** Vendor Bills Tax

**The item covers the following services :**

<b>Service Item</b>	<b>Service Number</b>	<b>Service Description</b>	<b>Qty</b>	<b>UOM</b>	<b>Rate</b>
10		Outside Services	.000		\$ .00

**Please deliver to :**  
 PATH Allegheny Transmission Company, LLC  
 PATH Allegheny Transmission Company, LLC  
 800 Cabin Hill Drive  
 Greensburg PA 15601

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Total Net Value \$ 1,500,325.00

**End of Change to Purchase Order**

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Note : If it has been determined that the product purchased is a hazardous substance according to OSHA 1910.1200, 2 copies of the material safety data sheet for such product must be included with the shipping papers to the receiver of the product. If seller fails to supply such information, seller shall be considered to be in breach of contract.

**AMENDMENT #3**

This Amendment # 3 to Services Agreement, dated as of February 29, 2008 as amended by Amendments #1 and #2, effective dated February 29, 2008 and March 1, 2009 is entered into by and between **PATH WEST VIRGINIA TRANSMISSION COMPANY, LLC**, a Delaware limited liability company ("PATH West Virginia"), and **CHARLES RYAN AND ASSOCIATES, LLC** ("Service Provider").

**WHEREAS**, PATH West Virginia intends to enter into this Amendment #3 with Service Provider who will provide the services defined in the Services Agreement.

**NOW THEREFORE**, PATH West Virginia and Service Provider for good and valuable consideration the sufficiency of which is hereby acknowledged, agree to the following changes to the terms and conditions of the Services Agreement as amended as follows:

**1. Section L will be replaced in its entirety by the following:**

L. PATH Education & Awareness Team – Service Provider will assist in the creation of the PATH Education & Awareness Team ("PEAT") comprising technical experts, environmentalists, labor and business representatives from West Virginia for a fee of \$370,000 plus expenses beginning March 1, 2009 to be billed as follows:

1. \$150,000 to be billed in equal monthly installments of \$15,000 beginning March 1, 2009.
2. \$190,000 shall be billed to PATH West Virginia for spokespersons on a reimbursement basis. Of this amount, Tom Bloss is to be billed at \$85 per hour plus expenses totaling up to \$50,000.
3. \$30,000 shall be billed for expenses, organizational dues, printing and travel on a reimbursement basis.

The Board of Advisors shall conduct a review of PEAT every ninety (90) days to assure the program is meeting the specified objectives. If it is determined PEAT is not meeting the objectives and should be terminated, all contracts related to PEAT will be terminated within thirty (30) days upon prior written notice.

**2. The following will be added to the services outlined as a new Section N:**

N. Efforts in Virginia - For a total fee of up to \$100,000 plus reasonable expenses. The Service Provider shall coordinate efforts and facilitate PATH West Virginia's involvement and activity in Virginia regarding the PATH project and its promotion. Monthly fee breakdown shall be per the attached schedule.

This Amendment #3 shall be effective as of March 1, 2009 and shall terminate, unless agreed to by the parties in writing, on December 31, 2009.

All other terms and conditions not herein modified shall remain in full force and effect.

**PATH WEST VIRGINIA TRANSMISSION COMPANY, LLC**

By: James R. Haagy  
Name: JAMES R. Haagy  
Title: Co-President

**CHARLES RYAN AND ASSOCIATES, LLC**

By: Susan D. Lavenski  
Name: Susan D. Lavenski  
Title: Senior Vice President

**SCHEDULE****SECTION N - Efforts in VA monthly fee breakdown**

<b>DATE</b>	<b>FEE</b>
May 1, 2009	\$41,250.00
May 1, 2009	\$25,000.00
September 30, 2009	\$16,875.00
November 30, 2009	\$16,875.00

## AMENDMENT #4

This Services Agreement, dated as of January 1, 2010 is by and between **PATH ALLEGHENY TRANSMISSION COMPANY, LLC**, a Delaware limited liability company ("PATH Allegheny"), and **CHARLES RYAN AND ASSOCIATES, LLC** ("Service Provider").

WHEREAS, PATH Allegheny intends to enter into this Amendment #4 with Service Provider who will provide the services defined in the Services Agreement:

NOW THEREFORE, PATH Allegheny and Service Provider have negotiated and agree to the following changes to the original terms and conditions as follows:

### SCHEDULE 1 – CONTRACTED SERVICES

#### II. STATEMENT OF WORK

- K. Maryland Reliable Power Coalition – Service Provider will oversee and coordinate the efforts of the Maryland Reliable Power Coalition ("Coalition") for a fee of \$68,000 plus expenses beginning January 1, 2010. The Coalition will be managed by sub-contractor The Artemis Group ("Artemis"). The total budget for Artemis is \$102,000, plus expenses, to be billed in equal monthly installments of \$8,500 beginning January 1, 2010. Artemis shall submit invoices on a monthly basis to Service Provider for services rendered in a timely fashion to be combined with the Service Provider's fee. Upon receipt from PATH Allegheny, the Service Provider shall remit payment to Artemis by the following business day for their portion of the cash received. The Coalition will also have available up to \$45,000 for paid advertisements, sponsorships, and expenses and up to \$25,000 available to sponsor a spokesperson.
- L. Efforts in Virginia – For a fee of up to \$80,000 plus expenses beginning January 1, 2010 the Service Provider shall coordinate efforts to facilitate PATH Allegheny's involvement and activity in Virginia regarding the PATH project and the management of a Reliable Power Coalition in Virginia. The Coalition will also have available up to \$45,000 for paid advertisements, sponsorships, and expenses and up to \$25,000 available to sponsor a spokesperson. Subcontractors, including McGuire Woods Consulting will be utilized in this effort.
- M. PATH Education & Awareness Team – Service Provider will manage PATH Education & Awareness Team ("PEAT") comprising technical experts, labor and business representatives from Maryland and Virginia for a fee of \$262,500 plus expenses beginning January 1, 2010.
1. \$117,500 for services rendered beginning January 1, 2010.
  2. Up to \$125,000 shall be billed to PATH Allegheny for spokespersons on a reimbursement basis.

- 3. Up to \$20,000 shall be billed for organizational dues, chamber dues, printing, travel and other expenses on a reimbursement basis.

The Board of Advisors shall conduct a review of PEAT every ninety (90) days to ensure the program is meeting the specified objectives. If it is determined PEAT is not meeting the objectives and should be terminated, all contracts related to PEAT will be terminated within thirty (30) days upon prior written notice,

- N. Web site maintenance for the Maryland Power Coalition -The Service Provider shall continue the responsibilities for maintenance of the Maryland Power Coalition web site for a monthly fee of \$1666.67 plus expenses for web hosting, photography rights and other incidentals beginning January 1, 2010.

This Amendment #4 shall be effective as of January 1, 2010 and shall terminate, unless agreed to by the parties in writing, on December 31, 2010.

All other terms and conditions contained in the original documents shall remain in effect unless changes are made and agreed upon by both parties in writing.

**PATH ALLEGHENY TRANSMISSION COMPANY, LLC**

By: James R. Haney  
Name: James R. Haney  
Title: Vice President

**CHARLES RYAN AND ASSOCIATES, LLC**

By: Susan O. LavenSKI  
Name: Susan O. LavenSKI  
Title: Sr. Vice President

## Letter of Agreement

\*PATH West Virginia Transmission Company, LLC (PATH-WV) has asked Brown Communications to provide communications consulting services to the organization from June 1, 2008, through May 31, 2009.

\*Brown Communications LLC proposes to assist PATH-WV grow and promote the *West Virginians for Reliable Power (WVRP)* coalition in order to build support for rebuilding and expanding West Virginia and the nation's aging electric infrastructure.

\*Brown Communications proposes to assist PATH-WV in the following ways:

- Review what has been to date in the formation and recruitment of coalition members.
- Identify potential new members and request their participation in the coalition.
- If needed, facilitate the creation of coalition collateral (white paper, website, brochure, etc.) to assist in communicating key messages.
- Identify and recruit key spokesperson(s) for the coalition and train them on our messages (if needed).
- Conduct coalition events to promote West Virginians for Reliable Power and publicize the need for a reliable, strong and secure transmission grid.
- Activate allies at key times to respond to the media (Op-ed's, letters-to-the-editor, etc.) or contact key influencers (via letter, phone, email, etc.)
- Promote the coalition and our key messages through public/media relations tactics to include:
  - Coalition events
  - Coalition Media Tour and/or Editorial Board Visits
  - Speakers Bureau in Targeted Areas
  - Regular news releases on issues of importance
  - Op-ed's, letters-to-the-editor, etc.
- Managing and coordinating coalition activities
  - Coordinate coalition consultant(s)
  - Provide ongoing administrative support to coalition steering committee and its activities
  - Attend and staff coalition partner events, meetings and other trade shows, as well as other prominent events
  - Develop and implement targeted paid advertising campaign to support coalition activities and the need for additional transmission investment in WV
    - Proposed budget of \$125,000
  - Provide support and guidance to coalition on grassroots activities
- Maintain an accurate list of coalition members and provide such list to PATH-WV as requested.

\*These tactics and activities would be timed around key dates associated with the approval process for the PATH-WV project.

**TIMELINE:**

*Items listed below are tentative and will change based on PATH-WV timelines.*

**May – July:**

WVRP Steering Committee Meeting  
Coalition recruitment  
Develop collateral materials  
Coalition trade show attendance  
Earned media outreach  
Speakers Bureau

**August - October:**

Energy symposium (Eastern Panhandle)  
Grassroots activities, as needed  
WVRP Steering Committee Meeting  
Coalition recruitment  
Coalition trade show attendance  
Earned media outreach  
Speakers Bureau  
Paid Media (potential)

**November - January:**

Infrastructure conference (Charleston)  
Develop strategy for 2009 & Leg. Session  
Grassroots activities, as needed  
WVRP Steering Committee Meeting  
Coalition recruitment  
Coalition trade show attendance  
Earned media outreach  
Speakers Bureau  
Paid Media (potential)

**February - April:**

Grassroots activities, as needed  
WVRP Steering Committee Meeting  
Coalition recruitment  
Coalition trade show attendance  
Earned media outreach  
Speakers Bureau  
Paid Media (potential)

\*Charges for these services will be \$7,500 a month from June 1, 2008, through May 31, 2009.

\*Out-of-pocket expenses, if any, will be billed as incurred. It is understood that Brown Communications will seek prior approval before incurring such expenses.

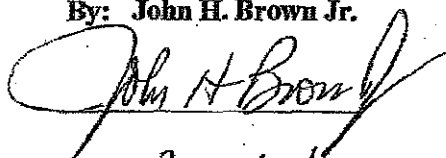
\*PATH-WV may terminate this letter agreement for its convenience by giving ten (10) days prior written notification to Brown Communications. PATH-WV shall compensate Brown Communications for prorata charges earned and actual out-of-pocket expenses incurred prior to the termination date.

\*This Letter Agreement is subject to the Potomac-Appalachian Transmission Highline, LLC, General Terms and Conditions for Consulting Services attached hereto.

Acknowledged, accepted and agreed to this 17 day of July 2008.

**Brown Communications**

By: **John H. Brown Jr.**



Its: President

**PATH West Virginia Transmission Company, LLC**

By: James R. Honey

Its: CO-PRESIDENT