

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement ("Agreement") is made this 12th day of May 2008 by and between Commonwealth Edison Company ("ComEd") and The Village of Palos Park ("Receiving Party")(collectively, the "Parties").

Recital

Receiving Party desires to use certain information and systems provided by ComEd, and ComEd desires to provide such information and systems.

NOW THEREFORE, in consideration of these premises and the mutual promises set forth below, and intending to be legally bound, ComEd and Receiving Party agree as follows:

1. All references herein to the obligations of, or actions by Receiving Party, shall apply to the officers, employees, agents, consultants, contractors and other representatives of Receiving Party.

2. For purposes of this Agreement, the term "Confidential Information" means any information, plan, specification, pattern, procedure, design, device, list, concept, policy or compilation (including information in computer software or held in electronic storage media) relating to, or provided by, the ComEd Eoutage System which has not been released publicly whether such Confidential Information is conveyed orally, electronically, in writing, or otherwise. Confidential Information also includes any information as defined in this paragraph that was supplied prior to the commencement date of this Agreement.

3. Confidential Information shall not include information that Receiving Party can demonstrate: (1) was in its lawful possession, before receiving it from ComEd; (2) was in the public domain, other than through a wrongful act of Receiving Party; (3) was supplied to Receiving Party without restriction by a third party that is under no obligation to ComEd to keep such information confidential; (4) was independently developed by Receiving Party without reference to Confidential Information of ComEd; or (5) was disclosed with the prior written approval of ComEd.

4. By providing Confidential Information, ComEd does not make any warranties or representations as to its accuracy or completeness. In addition, by supplying Confidential Information, ComEd does not obligate itself to provide any particular information or Confidential Information to Receiving Party nor to enter into any further agreements.

5. IN NO EVENT SHALL COMED BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.

6. ComEd retains all rights, title and interest in the Confidential Information that ComEd discloses to Receiving Party. The disclosure by ComEd to Receiving Party of Confidential Information shall not be deemed a waiver by ComEd or any other person or entity of the right to protect the Confidential Information from public disclosure.

7. Receiving Party shall use at least the same standard of care, but not less than a reasonable standard of care, to protect Confidential Information it receives as that it uses to protect its own Confidential Information from unauthorized disclosure, publication or dissemination.

8. If a third party with the right or authority to do so, requests or requires Receiving Party, by subpoena, oral deposition, interrogatories, requests for production of documents, administrative order, freedom of information request or otherwise, to disclose Confidential Information, Receiving Party shall provide ComEd with prompt notice of such request(s) or requirement(s) so that ComEd may seek an appropriate protective order or waive compliance with the terms of this Agreement. In the absence of a protective order or waiver Receiving Party shall disclose such Confidential Information only to the extent required by law.

9. Upon ComEd's request, Receiving Party shall promptly return or destroy all Confidential Information, and the Receiving Party shall thereafter retain no copy of such Confidential Information unless required by law.

10. Receiving Party agrees and understands that a breach or anticipated breach of the terms of this Agreement may cause irreparable harm for which money damages would not be a sufficient remedy. Therefore, as a remedy for any such breach or anticipated breach, ComEd shall be entitled to seek injunctive relief as well as reimbursement by Receiving Party for reasonable legal and other expenses. Such remedy shall not be deemed to be an exclusive remedy for the breach of this Agreement, but shall be in addition to all other remedies available at law or in equity.

11. Neither Party may assign its rights or obligations under this Agreement without consent of the non-assigning Party which consent will not be unreasonably withheld, except that either Party may, without such consent, assign to an affiliate company.

12. If any provision in this Agreement is ever found to be invalid, illegal, or unenforceable in any way or for any reason by a court of competent jurisdiction, the balance of this Agreement shall continue to be in full force and effect. Failure or omission by ComEd to enforce or require strict or timely compliance with any provision of this Agreement shall not affect or impair the rights of ComEd to pursue any available remedies with respect to any breach or any anticipated breach of that provision. Any waiver by ComEd of any of the provisions of this Agreement must be made in writing, and shall apply only to the instance referred to in the writing, and shall not, on any other occasion, be construed as a bar to, or a waiver of, any right ComEd has under this Agreement.

13. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois without giving effect to any conflict of laws principles.

14. This Agreement together with any documents incorporated herein by reference is the entire agreement between the Parties with respect to the provision of Confidential Information by ComEd in connection with the ComEd Eoutage System, and supersedes any and all prior representations and agreements by the Parties regarding same. The Parties may only modify, amend, or supplement this Agreement by writing signed by both Parties.

15. This Agreement may be executed in two or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement.

IN WITNESS WHEREOF, and intending to be legally bound, the undersigned have duly executed this Agreement on the date set forth above.

COMMONWEALTH EDISON COMPANY

By: _____

Name: _____

RECEIVING PARTY

By:  _____

Name: John F. Mahaney, Mayor