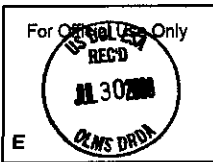


FORM LM-20

AGREEMENT AND ACTIVITIES REPORT

Form approved
Office of Management
and Budget
No. 1215-0188
Expires 11-30-2009



This report is mandatory under P.L. 86-257, as amended. Failure to comply may result in criminal prosecution, fines, or civil penalties as provided by 29 U.S.C. 439 or 440. Required of persons, including Labor Relations Consultants and Other Individuals and Organizations, Under Section 203(b) of the Labor-Management Reporting and Disclosure Act of 1959, as amended. (LMRDA)

READ THE INSTRUCTIONS CAREFULLY BEFORE PREPARING THIS REPORT.

1. File Number: C- 00633

364283

Person Filing

2. Name and mailing address (include ZIP Code):

Name Steven A Beyer

Title Partner

Organization The Crossroads Group

P.O. Box, Bldg., Room No., if any

Street 63 Via Pico Plaza, Suite 505

City San Clemente

State California

ZIP Code + 4 92672

3. Any other address where records necessary to verify this report are kept:

Name

Title

Organization

P.O. Box, Bldg., Room No., if any

Street

City

State

ZIP Code + 4

4. Date fiscal year ends:

Dec / 31

5. Type of person:

a. ☐ Individual b. ☒ Partnership c. ☐ Corporation d. ☐ Other (Specify):

Nature of Agreement or Arrangement

6. Full name and address of employer with whom made (include ZIP Code):

Name Glenn Sieja

Organization Serco, Inc. (North America)

Trade Name, if any

P.O. Box, Bldg., Room No., if any

Street 1818 Library Street, Suite 1000

City Reston

State Virginia

ZIP Code + 4 20190

7. Date entered into:

6 / 4 / 2008

8. Name of person(s) through whom made:

Name Michelle DiCintio

Name

Name

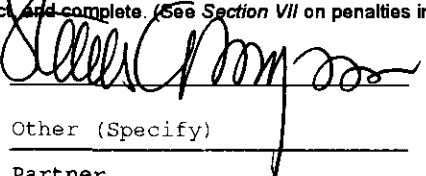
Name

Name

Signatures

Each of the undersigned declares, under penalty of perjury and other applicable penalties of law, that all of the information submitted in this report (including the information contained in any accompanying documents) has been examined by the signatory and is, to the best of the undersigned's knowledge and belief, true, correct, and complete. (See Section VII on penalties in the instructions.)

13. Signed



President
(If other title, see
instructions)

Title Other (Specify)

Partner

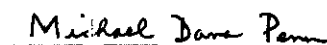
On

7-04-08
Date

(949) 248-0884

Telephone Number

14. Signed



Treasurer
(If other title, see
instructions)

Title Other (Specify)

Partner

On

07/18/08
Date

(818) 999-5632

Telephone Number

9. Check the appropriate box to indicate whether an object of the activities undertaken, is directly or indirectly:

- a. ☒ To persuade employees to exercise or not to exercise, or persuade employees as to the manner of exercising, the right to organize and bargain collectively through representatives of their own choosing.
- b. ☐ To supply an employer with information concerning the activities of employees or a labor organization in connection with a labor dispute involving such employer, except information for use solely in conjunction with an administrative or arbitral proceeding or a criminal or civil judicial proceeding.

10. Terms and conditions (Explain in detail; see instructions. Written agreements must be attached.):

Payment on a fee-for-service basis, plus reasonable and customary expenses (see attached).

Specific Activities to be Performed

11. For each activity, separately list in detail the information required (See instructions):

a. Nature of activity:

To persuade employees to reject union representation and vote NO in an RC election.

11.b. Period during which performed:

6/09/08 through 7/02/08

11.c. Extent performed:

Completed

11.d. Name and address through whom performed:

Name Steven A Beyer

Organization The Crossroads Group

P.O. Box, Bldg., Room No., if any

Street 63 Via Pico Plaza, Suite 505

City San Clemente

State California ZIP Code + 4 92672

Additional Name and address through whom performed, if any:

Name

Organization

P.O. Box, Bldg., Room No., if any

Street

City

State ZIP Code + 4

12.a. Identify subject groups of employees:

All full-time and regular part-time Mechanics, Maintenance Technicians I, Maintenance Technicians II, Maintenance Technicians II/Welder, Maintenance Technicians III, Lead Technicians, Parts Expeditors, Parts Specialists, and Drivers employed by the Employer at all Peco Energy Company sites in the Philadelphia, Pennsylvania metropolitan area

12.b. Identify subject labor organizations:

International Brotherhood of Electrical Workers, Local 614, AFL-CIO



THE CROSSROADS GROUP
Labor Relations Consultants

Michael D. Penn, Partner
818.999.5632
mpenn@tcgconsultants.com

Steven A. Beyer, Partner
949.248.0884
sbeyer@tcgconsultants.com

Personal & Confidential

June 3, 2008

Mr. Glenn Sieja, CSCP
Director of Operations/OCM BC22
Serco Inc. (North America)
1818 Library Street, Suite 1000
Reston, VA 20190

Re: Agreement for Professional Services

Dear Mr. Sieja:

In accordance with our conversation and mutual agreements, this letter will confirm that Serco Inc. (North America) ("Client") has retained The Crossroads Group Labor Relations Consultants ("Consultant") regarding general personnel and labor relations activities related to the NLRB election campaign at your facilities in the Philadelphia, Pennsylvania area.

Our fees are charged on an hourly basis in minimum units of a quarter of an hour for all time actually expended on your behalf. You will receive my personal services, which are billed at \$375.00 per hour. Clients are billed at the hourly rate for all time expended on their behalf, plus reasonable and customary out-of-pocket expenses and one-half travel time.

We agree to send you statements clearly showing the basis for our fees and charges by detailing the services rendered and costs incurred on a weekly basis. We will send you statements on a weekly basis and expect to be paid on a weekly basis. All fees and expenses not previously paid are due and payable upon receipt of each statement. Unless prior arrangements are made, the Client agrees to pay the statement promptly and in full, understanding that if payment is not made in full within thirty (30) days of the statement date, the Client's account shall be considered past due and an interest charge may be added to the outstanding balance in an amount equal to one and one-half percent (1.5%) per month. Consultant is retained to provide independent and objective professional judgment and recommendations; accordingly, a difference of opinion on a question of professional judgment shall not excuse the Client from fees and costs incurred in the collection of any outstanding accounts receivable.

Serco Inc. (North America)

June 3, 2008

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Our firm always strives to offer our clients the greatest value possible by delivering the highest quality services in a timely fashion. In return, we request that upon receipt of our statements, you review them to determine if you have any questions or comments. If so, please call me immediately. Additionally, we reserve the right to withdraw as your Consultant if you fail to pay our statements and other bills in a timely manner.

If Consultant is requested by Client, or if as a consequence of an assignment Consultant is required by judicial or administrative process, to participate, appear, or testify in anticipation of, or during legal or dispute resolution proceedings of any kind during the period Consultant is providing services or thereafter, Consultant will reasonably comply with any such request or requirement based on advice of legal counsel. In the event that Consultant does so participate in any manner, the Client shall pay to Consultant all professional fees and other fees of Consultant in effect as well as the cost and expenses, including reasonable attorneys' fees, incurred in anticipation and resulting from such proceedings. These fees and expenses are in addition to any fees paid or owed for services performed or to be performed.

Any controversy or claim arising out of or relating to this Agreement, its validity, or the breach thereof, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA). A single neutral arbitrator shall be appointed in accordance with the AAA Rules to resolve the dispute.

The arbitrator shall be an attorney who is knowledgeable in business and labor laws, and who is experienced in labor relations and union organizing activities involving employers. The arbitration hearing shall be held in Orange County, California. This contract shall be interpreted and governed by the laws of the State of California. The arbitrator shall award to the prevailing party all its costs and fees, including AAA filing, administrative and attorneys' fees.

Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Should any party refuse to arbitrate or file a court action regarding a claim, which is subject to arbitration under this Agreement, the other party shall be entitled to recover its costs and reasonable attorneys' fees in enforcing this arbitration agreement in court.

During the course of our representation, we will endeavor to keep you fully advised as to the status and progress of this matter, including our view of your rights and potential liabilities or exposure, and our recommendation as to an appropriate course of action in view of the facts, circumstances and issues involved. Consultant will have Client's labor counsel review campaign materials and draft communications for legality prior to dissemination.

Serco Inc. (North America)

June 3, 2008

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However, we must emphasize that our firm has not made, and cannot make any representations or guarantees regarding the successful outcome of any matter or the actual amount of any fees or costs you will incur. Often, the results in a matter, and the costs and expenses are controlled by external factors beyond our control, including the factual circumstances, course of the campaign or negotiations, etc.

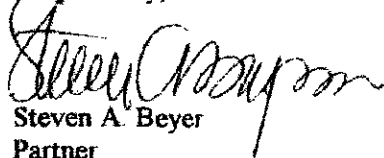
We will send copies of all substantive correspondence and other documents generated in the matter, and I ask that you call me at any time should you wish to discuss our invoices, or any other aspect of this matter.

If the terms and conditions of this letter are satisfactory to you, please evidence your consent to such terms and conditions by signing this letter and returning it to me by mail. Upon signing this document, you agree to return to our offices a good faith retainer in the amount of \$5,000.00. This retainer will be credited against the amount of our final invoice for this project.

This is a final agreement and this agreement supersedes any other oral or written representations by either the Client or Consultant.

We appreciate the opportunity to serve you. We will provide you with our best professional efforts as we endeavor to help you achieve a successful outcome on this project.

Respectfully,



Steven A. Beyer

Partner

THE CROSSROADS GROUP

Labor Relations Consultants

The foregoing fee agreement letter has been read and its terms are hereby agreed to and accepted.

Serco Inc. (North America)

By: Michelle D'Amico Title: SVP & General Counsel
Date: June 4, 2008