

ONCOR ELECTRIC DELIVERY COMPANY LLC
EXECUTIVE PERQUISITES INCLUDED IN THE TEST YEAR
TEST YEAR ENDING JUNE 30, 2010

	Financial Planning	Executive Physical	Physical			Spouse Travel	Other (Tickets)	Total
			Fitness Club Dues					
A561	\$ -	\$ -	\$ -	\$ -	\$ 488.88	\$ -	\$ -	\$ 488.88
A580	-	-	-	-	96.62	-	-	96.62
A921	-	-	-	5,128.92	7,052.15	473.50	-	12,181.07
A926	70,075.00	6,863.00	-	-	-	-	-	76,938.00
	\$ 70,075.00	\$ 6,863.00	\$ 5,128.92	\$ 7,637.65	\$ 473.50	\$ 90,178.07		

REQUEST:

Does the Company's requested payroll expense include employee activity costs for attending picnics, parties, lunches, dinners, and awards ceremonies? If so, please quantify by FERC account and identify by Oncor direct costs and allocated costs.

RESPONSE:

The following response was prepared by or under the direct supervision of R. Keith Pruett, the sponsoring witness for this response

Oncor employees from time-to-time attend employee recognition events during normal work hours, such as recognition ceremonies for achieving safety-related objectives or for the completion of a major catastrophic storm event, employee retirements, or Company-sponsored events in support of United Way and other charitable organizations. Such events serve to enhance employee morale or maintain continued focus on company objectives. Many of these events may be conducted over the lunch hour, which is not included in the cost of employee salaries.

Oncor's payroll system does not track the hours and related payroll costs of these occasional events, therefore, the requested information is not available.

REQUEST:

Does the Company's requested cost of service include any amounts for moving allowances, signing bonuses, or severance packages? If so, please specify by type, amount and FERC account. Identify by Oncor direct expenses and affiliate allocated expenses.

RESPONSE:

The following response was prepared by or under the direct supervision of R. Keith Pruett, the sponsoring witness for this response.

The Company's requested cost of services does not include any amounts for severance packages. Please see Attachment 1 for the amount of signing bonus expenses included in the requested cost of service. Please see Attachment 2 for the amount of moving allowance expenses included in the requested cost of service.

ATTACHMENTS:

Attachment 1 - Oncor Electric Delivery Company LLC; Signing Bonus Expenses; For the Test Year Ending June 30, 2010; 1 page.

Attachment 2 - Oncor Electric Delivery Company LLC; Moving Allowance Expenses; For the Test Year Ending June 30, 2010; 1 page.

**ONCOR ELECTRIC DELIVERY COMPANY LLC
SIGNING BONUS EXPENSES
FOR THE TEST YEAR ENDING JUNE 30, 2010**

<u>Account</u>	<u>Sum Amount</u>
A560	\$ 19,700.00
A561	4,500.00
A562	875.00
A566	81,775.00
A570	875.00
A580	525.00
A581	1,500.00
A586	8,500.00
A588	13,250.00
A920	95,000.00
	<u>\$ 226,500.00</u>

**ONCOR ELECTRIC DELIVERY COMPANY LLC
MOVING ALLOWANCE EXPENSES
FOR THE TEST YEAR ENDING JUNE 30, 2010**

<u>FERC Account</u>	<u>Sum Amount</u>
A560	\$ 21,960.59
A561	51,811.32
A566	261,396.82
A580	70,314.76
A581	250.00
A586	7,884.58
A588	199,738.98
A902	7,884.59
A910	22,430.02
A921	65,910.93
A932	250.00
	<u>\$ 709,832.59</u>

REQUEST:

Does the Company's requested cost of service include any amounts for the payment or reimbursement of educational assistance expenses? If yes, please provide a copy of the Company's policy regarding the payment/reimbursement of educational assistance expenses.

RESPONSE:

The following response was prepared by or under the direct supervision of R. Keith Pruett, the sponsoring witness for this response.

Yes, the requested cost of service includes \$373,223.80 of tuition reimbursement expense, recorded to FERC account 926. Please see Attachment 1 for a copy of Oncor's Principles, Policies and Procedures relating to Educational Expense Reimbursements.

ATTACHMENTS:

Attachment 1 - Oncor Principles, Policies and Procedures; Educational Expense Reimbursement Plan; 6 pages.



ONCOR PRINCIPLES, POLICIES AND PROCEDURES

<i>Title:</i>	Educational Expense Reimbursement Plan
<i>Responsible Officer:</i>	Chief Human Resources Officer
<i>Contact:</i>	Service Center (1-888-812-5465)
<i>Last Revision Date:</i>	January 19, 2009

Scope \ Application

All regular full-time Oncor employees who are scheduled to work the full number of weekly hours (at least 20 hours or more per week), have completed at least ninety days of active, continuous service with the Company and have sustained a performance rating of "3" or higher (or a rating of "0" if new to the job) are eligible ("Eligible Employees") to enroll and participate in the Educational Expense Reimbursement Plan (the "Program")

If an employee who is otherwise eligible wishes to participate in the Program and does not have a performance rating of "3" or higher, courses must be required as part of the employee's Performance Improvement Plan and participation in the Program must be approved by the Learning and Development Manager in order to receive reimbursement under the Program. Failure to maintain an acceptable level of job performance while taking course(s) will result in suspension of future benefits under the Program until performance is improved and then sustained for one year.

Individuals are not eligible to receive benefits under the Program if they are:

- Temporary employees.
- Extended temporary employees.
- Contract workers.
- Part-time employees.
- Employees on leave of absence unless the coursework began and Program application was made and approved prior to the beginning of leave.

Purpose

The Educational Expense Reimbursement Plan has been established under section 127 of the Internal Revenue Code (the "Code") to help meet Oncor's current and future talent requirements. Oncor recognizes that its workforce is critical to its success and recognizes the need to invest in the knowledge and proficiency of its workforce. Therefore, Oncor's Program is intended to encourage employees to increase and broaden their professional skills and knowledge, improve their job performance, and increase their potential for advancement opportunities through continuing education.

Through the Program, Oncor will provide financial assistance to Eligible Employees who voluntarily enroll in and satisfactorily complete approved courses of study at accredited institutions that relate directly to the employee's current or anticipated future position within Oncor. Completion of a formal education program or job-related course may be utilized as one element of an overall development plan formulated by an individual and his/her manager.

Policy

Upon satisfactory completion of approved courses under the Program, Oncor will reimburse 100% of normal enrollment costs, including required fees and textbooks, up to a maximum annual reimbursement of \$10,000 based on the reimbursement date. Reimbursement, on an annual basis, up to \$5,250 will be provided tax-free to employees under section 127 of the Code. Any amounts reimbursed beyond \$5,250 will be treated as taxable wages to the employee and subjected to Federal income tax withholding and FICA taxation (Social Security and Medicare taxation).

APPROVAL

1. Approval of courses or degree programs under the Program will be limited to those that are job-related, related to the business of Oncor, or courses that are required for an undergraduate or graduate degree in a field related to the employee's current job, a position for which the employee is being trained, or a position within Oncor to which the employee reasonably aspires. To qualify for approval, courses must be taken through educational institutions that have received regional accreditation (1) by the Commission of Recognition of Post Secondary Accreditation (and which are not on academic probation) or (2) in a nationally accepted certification program. Courses and degree plans may be classified as any of the following types:

- Undergraduate
- Graduate
- Post Graduate
- Certificate
- Recertification
- Executive Development

Exceptions for non-accredited courses may be approved by the Learning and Development Manager. If a degree is being pursued, a copy of the degree program must be filed with the employee's immediate exempt-level supervisor and a copy attached to the Educational Expense Reimbursement Plan Form.

2. To qualify for reimbursement, an employee must receive approval for the courses from his/her immediate exempt-level supervisor prior to enrollment, successfully complete the approved courses*, complete the Educational Expense Reimbursement Plan Form, and remain continuously employed with Oncor as an Eligible Employee while completing the courses and through the time of reimbursement. If the employee transfers to another business unit and the employee has been approved for a course or degree program, the employee does not need to be re-approved. Participants must apply for reimbursement within 60 days after the completion of the courses and disclose other forms of contribution or payment they have received or will receive from other sources toward the course or degree program, e.g., scholarships, loans, etc. The number of courses for which an employee may be eligible for reimbursement may be limited if, in the assessment of the employee's immediate exempt-level supervisor, the employee's course load may interfere with the employee's present job performance.

An employee that uses a student loan to pay for an approved course at the time of enrollment may be reimbursed under the provisions of this plan; provided, the employee is

otherwise eligible for reimbursement. An employee intending to use a student loan to pay for an approved course must inform his/her exempt-level supervisor of this intent at the time the employee seeks approval for the course to be reimbursed. Upon receiving reimbursement following the successful completion of an approved course, the employee must provide documentation to his/her exempt-level supervisor within thirty (30) days to demonstrate that the employee has paid-off the balance of his/her student loan.

** Successful course completion is letter grade of "C" or higher; "Passing" if pass/fail course.*

Employees will not be reimbursed for expenses associated with dropped courses. However, an employee may submit a written reimbursement request for consideration by the employee's exempt-level supervisor if the employee drops the course as a direct result of job demands.

3. Educational expense reimbursement is based upon the actual amount the employee must pay for the coursework. Any portion of tuition, fees, exams and course textbooks paid by grants, scholarships, veteran's assistance or other outside sources is not reimbursable under the Program.
4. Requests for reimbursement must be supported by transcripts, or other evidence of completion. Additionally, receipts for tuition costs, registration fees, laboratory fees, technology fees and textbooks specifically required by the course curriculum must be provided. If a degree program is being pursued, a copy of the degree program must be submitted with each reimbursement request.
5. Reimbursement is processed through Oncor's EZ Pay system. Employees must submit the original approved Educational Expense Reimbursement Plan Form (Attachment 1), proof of successful course completions, a copy of the actual receipt of payment and a copy of the degree plan to their immediate exempt-level supervisor before submitting for reimbursement in EZ Pay. The exempt-level supervisor will retain the original documents for a minimum of 5 years and send a copy of the Educational Expense Reimbursement Plan Form to Learning & Development.

REPAYMENT

In the event an employee involuntarily leaves Oncor for one of the following Involuntary Reasons for Repayment before the two-year anniversary date of completion of the coursework or degree program, the employee will be required to repay Oncor for any reimbursement amount received according to the Reimbursement Schedule below. If the employee involuntarily leaves for any other reason, the Learning and Development Manager will determine the repayment schedule.

Involuntary Reasons for Repayment

Engages in conduct that constitutes:

- A breach of his/her fiduciary duty to Oncor or its shareholders
- Gross negligence
- Gross misconduct resulting in material economic harm to Oncor
- A felony or other crime involving dishonesty, theft or moral turpitude
- Misappropriation of a material business opportunity of Oncor; breach of Oncor's Code of Conduct; or violation of an express employment policy or rule of Oncor governing employee conduct



In the event the employee voluntarily leaves Oncor, for any reason before the two-year anniversary date of completion of the coursework or Degree Program, he/she will be required to repay Oncor for any reimbursement amounts received according to the Reimbursement Schedule.

Reimbursement Schedule

Within 0-12 months = 100% reimbursement
Within 12-18 months = 75% reimbursement
Within 18-24 months = 50% reimbursement

AMENDMENT AND TERMINATION

Oncor may amend or terminate the Program in its sole discretion at any time without notice. If Oncor amends or terminates the Program, any employee who had received the requisite approval for reimbursement for any course prior to the date of the amendment or the termination of the Program will receive reimbursement for the approved course provided he/she meets the requirements for reimbursement that were in effect on the date of such approval.

INDEMNIFICATION OF COMPANY

If any employee receives one or more payments or reimbursements under the Program that are not for benefits authorized under the Program, such employee shall indemnify and reimburse Oncor for any liability it may incur for the failure to withhold Federal income tax, unemployment tax or social security tax from such payments or reimbursements. However, such indemnification and reimbursement shall not exceed the amount of additional Federal and state income tax that the employee would have owed if the payments or reimbursements had been made to the employee as compensation, plus the employee's share of any unemployment or social security tax that would have been paid on such compensation, less any such additional income, unemployment and social security actually paid by the employee.

Governance \ Implementation

For additional information regarding the Program, contact the Oncor Service Center at 1-888-812-5465 or your HR Manager.

The Educational Expense Reimbursement Plan is intended only to communicate the terms and conditions for Program participation. This Program does not grant specific rights to individuals, entitle participants to remain employed by Oncor for any set period of time, or otherwise create an employment contract. Oncor reserves the right to alter, interpret and /or terminate this Program, in whole or in part, at any time.



INSTRUCTIONS FOR EDUCATIONAL EXPENSE REIMBURSEMENT

Employee - To receive educational expense reimbursement, please read and comply with the Oncor Educational Expense Reimbursement Plan located on Connect.

Supervisor/Manager - Please adhere to the following process for approval and submittal of educational expense reimbursements:

1. Read and comply with the Oncor Educational Expense Reimbursement Plan, located on Oncor Connect.
2. Upon approving reimbursement, send a copy of the Educational Expense Reimbursement Plan Form to Learning & Development at Energy Plaza 22-130A.
3. Upon receiving an e-mail from Learning & Development providing instructions on submitting the expense, direct employee to submit expenses in EZ Pay and as appropriate approve expenses in EZ Pay.

EDUCATIONAL EXPENSE REIMBURSEMENT PLAN FORM

Name: _____ Social Security #: _____

Business Unit /
Organization / Department: _____

Job Title: _____

Work Location: _____ Work Phone: _____

Degree* (Associates, Bachelors, Masters, Ph.D.): _____

Major: _____

School: _____

Graduation Year: _____ Hours Remaining: _____

* Attach a copy of degree program to this form

COURSE TYPE

_____ Undergraduate (Associates, Bachelors)	_____ CPA/PE Review
_____ Graduate (Masters, Doctorate)	_____ Non-degree credit
_____ Non-credit/Continuing Education	

Course Number	Course Name	Hours	Grade**

** Attach a copy of transcript or certificate to this form

\$ _____ Tuition \$ _____ Books \$ _____ Fees \$ _____ Scholarships/VA Payment

Attach a copy of receipts to this form

Additional Reimbursement Source: _____

Amount: _____

Timeframe: _____

I certify that I have read and understand Oncor's Educational Expense Reimbursement Plan. I agree that, in the event I leave Oncor before the two-year anniversary date of the completion of my coursework or degree program or improperly receive any payments under the Program, I will repay Oncor for any educational reimbursements I received in accordance with the terms of the Program. I authorize Oncor to withhold any required repayments from my paychecks.

Employee Signature: _____ Date: _____

Supervisor Signature: _____ Date: _____
(Prior approval required from immediate exempt supervisor before enrolling)

The following section to be completed by Learning & Development - Send copy to Energy Plaza 22-130A

Request Number: _____ Date Entered: _____

REQUEST:

Has the Company experienced any reductions in force since the end of the test year? If yes, please describe and quantify.

RESPONSE:

The following response was prepared by or under the direct supervision of Charles W. Jenkins, the sponsoring witness for this response.

As of June 30, 2010, the end of the test year, Oncor had 3,864 full-time employees, excluding contract employees used for staff augmentation and unfilled vacancies. As of December 31, 2010, the Company had 3,805 employees. This represents a normal staffing attrition of 59 employees, or 1.53% of the employee count at the end of the test year. Most of these positions have been or will be posted to be filled through our Staffing and Recruiting group.

REQUEST:

Does the Company have a written severance policy? If yes, please provide a copy of the policy. If no, please explain why not and provide details of any non-written policies that are utilized by the Company.

RESPONSE:

The following response was prepared by or under the direct supervision of Charles W. Jenkins, the sponsoring witness for this response.

Attached is the Oncor Severance Plan effective January 1, 2010. Prior to that date, the Company had a policy of being a participating employer under the EFH Severance Plan which had provisions identical to the current Oncor Severance Plan.

ATTACHMENT

ATTACHMENT 1 - Oncor Severance Plan Effective 01Jan2010, 7 pages



ONCOR PRINCIPLES, POLICIES AND PROCEDURES

<i>Title:</i>	Severance Plan
<i>Responsible Officer:</i>	Chief Human Resources Officer
<i>Contact:</i>	Service Center (1-888-812-5465)
<i>Last Revision Date:</i>	November 4, 2010

Purpose

The Oncor Severance Plan (the "Severance Plan") was established by Oncor Electric Delivery Company LLC ("Oncor" or the "Company") effective January 1, 2010, to provide certain benefits to employees of the Company, not covered by a collective bargaining agreement, who meet the eligibility criteria below

Policy

SEVERANCE PLAN BENEFIT PACKAGE

Eligibility to Participate in the Severance Plan

The Company expressly reserves the right at any time, for any reason in the Company's sole discretion, to change, modify, alter, amend, or terminate the Severance Plan. All provisions of the Severance Plan that reference or otherwise relate to other employee benefit plans of the Company are expressly limited by the provisions of such other employee benefit plans. The provisions of the Severance Plan may not grant or create any rights under another employee benefit plan unless such plan expressly provides otherwise.

1. An employee is eligible to participate in the Severance Plan only if:
 - a. immediately prior to the time of termination, the employee is a non-bargaining unit, "regular" employee, as characterized on the payroll records of the Company, and has completed the ninety-day (90) probationary period;
 - b. employment with the Company is terminated
 - i. by the Company involuntarily for reason(s) other than:
 - (1) misconduct,
 - (2) job performance,
 - (3) participation in the LTD Plan, or
 - (4) pursuant to a transaction involving the transfer of assets or securities of the Company if the employee is offered employment with the acquiring or succeeding entity, or
 - ii. voluntarily by the employee in lieu of accepting a relocation or transfer to a work location which is at least the greater of:
 - (1) fifty (50) miles from the employee's pre-relocation residence, or

- (2) the distance from the employee's pre-relocation residence to the employee's pre-relocation work location; and
- c. employee agrees to all of the terms and conditions of the Severance Plan, including the signing of an Agreement and Release in the form provided by the Company.
- 2. For purposes of the eligibility criteria, the determination of whether an employee is terminated for misconduct will be made by the Company in its sole discretion. Misconduct by an employee may include, but is not limited to, violation of a Company rule, policy or practice, including failure to report to work or any action (or failure to act) which may be detrimental to the Company.
- 3. If the employee becomes eligible to participate in the Severance Plan as the result of an involuntary termination by the Company, the employee will be notified by the Company of such termination and eligibility for the severance benefits.
- 4. In the case of a relocation meeting the criteria set forth herein, the employee will be notified by the Company of such relocation and the option to voluntarily terminate employment with the Company in lieu of accepting such relocation and receiving the benefits provided for in this Severance Plan.

In work groups where staff reductions are required, management may allow employees within the affected work group to self-nominate for the Severance Plan. Self-nomination for the Severance Plan does not guarantee that the self-nominating employee will be selected for termination under the Severance Plan, or provide the self-nominating employee with any other rights with regard to the Severance Plan. The decision of whether to allow employees within a work group to self-nominate for the Severance Plan, and the decision of which employees are selected for termination under the Severance Plan, are made by the Company at its sole discretion. If applicable, self-nomination for the Severance Plan will be implemented and administered in accordance with the procedures outlined below.

- 5. In order to participate in the Severance Plan and receive benefits there under, an employee must:
 - a. in the case of a qualifying relocation, voluntarily terminate employment with the Company, and
 - b. in the case of a qualifying relocation or termination by the Company, sign and date the Agreement and Release, and provide the completed Agreement and Release to the Company's Human Resources department within the time specified by the Company.

Benefits Available Under the Severance Plan

Eligible employees who choose to participate in the Severance Plan will receive the following benefits:

1. Severance Payment

- a. The severance payment will be made in one (1) lump sum cash payment in an amount equal to: (i) two (2) weeks pay for each full year of actual service or Retirement Plan Service, whichever is greater, up to and including a maximum of twenty (20) years; plus (ii) three (3) weeks pay for each additional full year of actual service or Retirement Plan

Service, whichever is greater. In no case shall the amount of the severance payment be less than eight (8) weeks pay. For purposes of calculating the severance payment, pay shall be based on the employee's salary or hourly base rate as of the last full pay period prior to the employee's termination date.

Eligible employees who receive benefits under this Severance Plan will not be eligible for, or entitled to receive any benefits under any other severance plan, policy, program or arrangement of the Company. The severance payment will also be reduced by the amount of any obligations owed to the Company. Such obligations may include some or all of the following:

- (1) The entire balance, if any, owed under the Company's appliance purchase plan, energy conservation program or employee relocation plan; and
 - (2) Any other relevant items, including amounts owed as reflected on the employee's expense report.
- b. In determining an eligible employee's actual service, only active service (not under the Retirement Plan) accrued with the employer prior to the Enserch Merger together with all active service after the Enserch Merger shall be included.
 - c. In determining an eligible employee's Retirement Plan service, only active service accrued under the Retirement Plan prior to the Enserch Merger, together with all active service after the Enserch Merger shall be included.
 - d. No severance pay will be received for unused holidays, whether floating or regular.
 - e. Previously severed employees who are rehired by the Company and are subsequently severed again will be eligible for the applicable severance payment calculated on the basis of service from the employee's date of rehire rather than (i) from the employee's original or adjusted service dates, or (ii) on the basis of total accredited service for retirement purposes.

2. Final Pay Check and Vacation

Eligible participants will also receive their final pay check, as well as pay for unused vacation in accordance with the Vacation Policy. With supervisory approval, an eligible participant may cancel previously scheduled vacation and receive pay for the unused vacation.

3. Other Benefit Plans

Eligible participants will be entitled to receive any vested, accrued benefits to which they have become entitled under any of the employee benefit plans covering the participant in accordance with and subject to the respective provisions of such employee benefit plans as they may be amended from time to time. Such individuals will not be considered retirees for purposes of any such employee benefit plan, unless and to the extent such participants otherwise meet the requirements for retiree status under the provisions of any such employee benefit plans.

4. Health Care Benefits

Eligible participants who, under the terms and conditions of the applicable health care plans covering them immediately prior to their severance, are eligible for retiree health care coverage will be able to participate in, and receive, such retiree health care coverage

subject to the terms and conditions of the relevant health care plan documents as they may be amended (or terminated) from time to time in the Company's sole discretion. COBRA coverage will be offered to participants subject to the provisions of COBRA. Employees eligible for retiree medical coverage may elect COBRA and then utilize the one-time opt-in feature for retiree medical coverage. The premium rate(s) which Severance Plan participants will be charged for COBRA coverage will be the applicable employee rate(s) during a period equal to two (2) weeks for each full year of the participant's actual service or Retirement Plan Service, whichever is greater. Thereafter, the premium rate(s) for the remaining portion of the COBRA coverage will be at the prevailing COBRA rate(s).

5. Outplacement Assistance

Outplacement services, such as employee counseling, resume preparation and job search information will be provided at the Company's expense by an independent outplacement consulting firm, for up to sixty (60) days, unless otherwise approved by the Chief Human Resources Officer.

Governance \ Implementation

ADMINISTRATIVE GUIDELINES

Decisions to sever employees under this policy require the approval of the Chief Operating Officer and concurrence from the Chief Human Resources Officer.

Management is to partner with the appropriate Human Resources representative and Employee Relations to coordinate the severance process. Confidentiality is critical to the effectiveness of the process. Management should coordinate with HR in the following areas:

1. Inform HR of possible restructuring, reorganization, downsizing or other process that may involve reductions in the workforce where the Severance Plan may be used.
2. Identify possible affected employees and conduct appropriate assessments. Assessment criteria include relevant job-related factors, including:
 - a. Assess employee skills and abilities relative to the competencies and requirements for the position.
 - b. Review employee performance evaluations over the last two to three years and other applicable employment information, i.e., resume, employee profile.
3. Review with Employee Relations staff and arrange schedule for notification of employees.
4. Notification of employees
 - a. Confidentiality is to be maintained throughout the process.
 - b. No employee or employee groups may be given preliminary notice of possible reductions in their work group more than thirty (30) days prior to the official notification of affected employees.

- c. In work groups where staff reductions will be required, management may allow employees within the affected work group to self-nominate for the Severance Plan. (See Attachment 1 - Procedure for Self Nomination.)
- d. Official notification occurs when the severance package and agreement and release form prepared by Employee Relations (or their designee(s)) are presented to the affected employees.

For additional information contact your Human Resources manager or the Employee Service Center at 1-888-812-5465.

Revision History

August 1, 2008	Adoption of Oncor policy regarding EFH Severance Plan
November 4, 2010	Updated to reflect the establishment of the Oncor Severance Plan effective January 1, 2010

ATTACHMENT #1**Oncor Severance Plan Procedure
for Self-Nomination**

In work groups where staff reductions will be required, management may allow employees within the affected work group to self-nominate for the Oncor Severance Plan (the "Severance Plan"). Work groups may include entire business units or specified classifications (e.g., by function or job category) within a business unit. The decision to allow employees within a work group to self-nominate for the Severance Plan will be made by the manager of the work group with concurrence from the Business Unit President over the work group and the Chief Human Resources Officer.

- If the decision is made to allow self-nomination in a particular work group, the manager will inform all employees within the affected work group that the Severance Plan will be applied in the work group, and that employees within the designated work group will have the opportunity to self-nominate for termination under the Severance Plan if they desire to do so. Management should clearly state that employees are under no obligation to self-nominate and that self-nomination will not guarantee that the Severance Plan will be made available to them.
- Employees will self-nominate by completing the form below and submitting a signed copy to their manager.
- Self-nomination will *NOT* guarantee selection for the Severance Plan. The Company is under no obligation to sever an employee under the Severance Plan merely because he/she has self-nominated.
- Individuals who are severed under the Severance Plan will be determined by applicable management taking into consideration the needs of the work group. Whether an individual has self-nominated may be considered as one factor in making the determination of who will be severed under the Severance Plan.
- In order to obtain the severance benefits under the Severance Plan, eligible individuals must sign the Agreement and Release regardless of whether or not they have self-nominated.



**Oncor Severance Plan
Self-Nomination Form**

I understand that the Oncor Severance Plan (the "Severance Plan") may be offered to certain employees in my work group. If Oncor determines to make any such offering, this document evidences my interest in, and desire to be considered for, the Severance Plan. I understand that my signing this document in no way obligates Oncor to offer the Severance Plan to me. The determination of which employees will be offered the Severance Plan remains the sole discretion of Oncor.

I acknowledge further that this document does not constitute my acceptance of the Severance Plan if it is offered to me. In order to accept the Severance Plan and receive the benefits provided by there under, I understand that I must satisfy all of the conditions provided for in the Severance Plan, including without limitation, my signing (and not revoking) the Agreement and Release referenced in the Severance Plan.

Date

Employee's Signature

Social Security Number (last 4 digits)

Printed Name

REQUEST:

When did the Company last utilize its severance policy?

RESPONSE:

The following response was prepared by or under the direct supervision of Charles W. Jenkins, the sponsoring witness for this response.

The Oncor Severance Plan has been utilized as recently as December 2010 with respect to one individual Meter Reader as a result of AMS deployment.

REQUEST:

Does the Company have any planned reductions in force within the next 18 months?

RESPONSE:

The following response was prepared by or under the direct supervision of Charles W. Jenkins, the sponsoring witness for this response.

As the Smart Meter Installation Program concludes in 2012, meter readers that are not able to be placed in another job within the Company will be released under the Oncor Severance Plan.

REQUEST:

Does EFH or Oncor have an outside consultant policy which sets forth the principles and requirements for services that are provided to the Company? If yes, please provide a copy of the policy.

RESPONSE:

The following response was prepared by or under the direct supervision of Charles W. Jenkins the sponsoring witness for this response.

Oncor does not have an outside consultant policy but includes appropriate requirements in individual contracts. Oncor is unaware of any policies that EFH may have regarding outside consultants.

REQUEST:

Please provide a list of internal and external audits performed for Oncor since January 2008 by its internal and external auditors.

RESPONSE:

The following response was prepared by or under the direct supervision of R. Keith Pruett and Stephen N. Ragland, the sponsoring witnesses for this response.

See Attachment 1 for a list of internal and external audits performed for Oncor since January 2008 by its internal and external auditors.

ATTACHMENT:

ATTACHMENT 1 - Oncor Electric Delivery Company, LLC, PUC Docket 38929, Internal/External Audit Reports Issued by Year, 4 pages.

Oncor Electric Delivery Company, LLC
PUC Docket No. 38929
Internal Audit Reports Issued by Year
AG 1 - 47

2008		
Business	Audit No.	Audit Title
Oncor Electric Delivery	2007-432	WA Process (2007)
Oncor Electric Delivery	2008-084	Earnings Monitoring Report
Oncor Electric Delivery	2008-234	ABC Professional Tree Services, Inc. Audit
Oncor Electric Delivery	2008-233	Purchasing Card Audit
Oncor Electric Delivery	2008-067	Engineering On-the-Go Process
Oncor Electric Delivery	2008-090	Storm Reserve Process
Oncor Electric Delivery	2008-086	Unbilled Revenue
Oncor Electric Delivery	2008-063	AMR Billing Process
Oncor Electric Delivery	2008-078	Separation Commitment to Stakeholders
Oncor Electric Delivery	2008-128	TGM SCADA Controls
Oncor Electric Delivery	2008-109	Network Penetration Testing 2008 - TGM
EFH Corp	2007-452	Account Reconciliation Process
EFH Corp	2008-006	Annual Incentive Plan
EFH Corp	2008-007	Executive Compensation Disclosures
EFH Corp	2008-002	External Legal Expenses
EFH Corp	2008-009	Helpline
EFH Corp	2008-100	Voice over Internet Protocol (VoIP) Review
EFH Corp	2008-235	Taxable Reimbursements
EFH Corp	2008-109	Network Penetration Testing 2008 - External Partners

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2009		
Business	Audit No.	Audit Title
Oncor Electric Delivery	2008-261	ACIS Interface
Oncor Electric Delivery	2008-256	Baker & McKenzie LLP
Oncor Electric Delivery	2008-236	Energy Efficiency Program Management
Oncor Electric Delivery	2009-228	Executive Compensation Disclosures
Oncor Electric Delivery	2008-244	Flowers Construction Company
Oncor Electric Delivery	2008-085	Construction Work in Progress
Oncor Electric Delivery	2008-250	Special Power Billing System
Oncor Electric Delivery	2009-069	Advanced Metering Systems Common Web Portal and Data Repository
Oncor Electric Delivery	2008-129	SmartGrid - Mobile Workforce Management
Oncor Electric Delivery	2008-228	Energy Efficiency Program Management
Oncor Electric Delivery	2009-020	Business Continuity Plan Management
Oncor Electric Delivery	2008-239	Asplundh Tree Expert
Oncor Electric Delivery	2009-233	Wright Tree Service
Oncor Electric Delivery	2009-257	Fleet Gas Cards
Oncor Electric Delivery	2009-048	ERCOT Digital Certificates
Oncor Electric Delivery	2009-231	Disaster Recovery
Oncor Electric Delivery	2008-091	LCIS Separation - Affiliate Rules Compliance
Oncor Electric Delivery	2009-070	TGM Network Penetration Test and NERC Compliance - CIP Standards
EFH Corp	2008-108	ERCOT Digital Certificates
EFH Corp	2008-008	SOX Audit - Quality Assurance
EFH Corp	2009-158	Annual Incentive Plan
EFH Corp	2009-240	Cantu Food & Marketing Pricing and Invoicing
EFH Corp	2009-159	Executive Compensation Disclosures
EFH Corp	2009-246	Sales & Use Tax
EFH Corp	2009-162	Account Reconciliation Process
EFH Corp	2009-156	Helpline
EFH Corp	2008-106	Data Loss Prevention Pilot Project

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2010		
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Oncor Electric Delivery	2009-002	Standard Utility Contract Compliance
Oncor Electric Delivery	2008-237	New Master Agreement Implementation
Oncor Electric Delivery	2009-009	Retirement of Assets Controls
Oncor Electric Delivery	2009-027	Contractor Accrual Process
Oncor Electric Delivery	2009-300	Executive Compensation Disclosures - 2010
Oncor Electric Delivery	2009-013	Reliability Metrics - Revised
Oncor Electric Delivery	2009-028	Construction Overhead Loading Process
Oncor Electric Delivery	2009-296	Relocation Process
Oncor Electric Delivery	2010-269	Student Education Program
Oncor Electric Delivery	2009-292	HD Supply
Oncor Electric Delivery	2010-268	Energy Efficiency Commitments 2010
Oncor Electric Delivery	2010-256	McCurley Enterprises, Inc.
Oncor Electric Delivery	2009-001	Chapman Construction Contract Compliance
Oncor Electric Delivery	2009-006	ABB Contract Compliance
Oncor Electric Delivery	2010-230	ERCOT Digital Certificates
Oncor Electric Delivery	2010-044	Payroll Administration & Processing (Interim)
EFH Corp	2009-160	HR Transition Review
EFH Corp	2009-285	Corporate Procurement Activities
EFH Corp	2009-270	Contract Review - Pinnacle
EFH Corp	2010-037	Executive Compensation Disclosure
EFH Corp	2010-032	Delegation of Authority - ePeople
EFH Corp	2009-299	Annual Incentive Payments - 2010
EFH Corp	2010-044	Payroll Administration & Processing
EFH Corp	2009-052	Variable IT Invoice Review
EFH Corp	2010-033	Accounts Payable
EFH Corp	2010-302	Review of Consultant's Work Product
EFH Corp	2009-041	Active Directory Architecture & Design Review
EFH Corp	2009-042	Network Security Review - Corporate Center
EFH Corp	2009-045	Remote Access
EFH Corp	2010-215	Business Continuity Review
EFH Corp	2010-189	IT Infrastructure Projects Risk Assessment

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Title/Description	Date(s)	Preparer
Reports of Independent Registered Public Accounting Firm	March 31, 2008; March 2, 2009; February 18, 2010	Delitte & Touche LLP
2009 Affiliate Standards Code of Conduct Audit filed with the Public Utility Commission of Texas ("PUCT") (Project No. 26066)	May 20, 2009	Oncor Electric Delivery Company, LLC