compensation committee to fund NEO awards. Awards are interpolated to the extent performance falls between the threshold, target, and distinguished levels. In addition, the compensation committee has the discretion to apply an individual performance multiplier that can be used to adjust awards from minus 50% to plus 10%, subject to the maximum 200% of the target opportunity and the amounts available under the incentive pool.

Long–term Incentives

As noted above, the compensation committee believes that a substantial portion of long–term compensation also should be performance–based, using goals established by the compensation committee. Long–term incentives are made available to executives and key management employees who affect the long–term success of the company. The long–term incentives are designed to provide incentives and rewards closely related to the interests of Exelon's shareholders, as measured by the performance of Exelon's total shareholder return and stock price appreciation. To further align the interests of the recipients of long–term incentive compensation, including the NEOs, with our shareholders, our long–term incentive compensation programs are equity–based. The compensation committee has adopted additional policies based on its desire to align the interests of NEOs and other officers with the interests of our shareholders, such as our guidelines for stock ownership and restrictions on stock sales, as described below.

Long–term incentives for Exelon's executives are generally based on a combination of non–qualified options to purchase Exelon common stock and performance share units awarded under the company's shareholder–approved long–term incentive plan. The compensation committee grants a portion of the long–term incentive compensation in the form of performance share units that are awarded only if, and to the extent that, performance conditions established by the compensation committee are met. The balance of long–term incentive compensation is in the form of time–vested stock options. The use of both forms of long–term incentives is consistent with the practices in our peer group, as reported by Towers Perrin. The stock options provide value only if, and to the extent that, the market price of Exelon's common stock increases following the grant. In this way, stock options align the interests of the option holders with our shareholders, so that option holders only gain if our shareholders gain. The mix of long–term incentives varies from year to year. The mix depends on the compensation committee's assessment of the appropriate balance between cash and equity–based incentive compensation and short and long–term incentives, as well as the competitive compensation practices of companies in the peer group identified by Towers Perrin in its report to the compensation committee. In 2005, the mix of long–term incentive value was 50% stock options and 50% performance shares. In 2006, the compensation committee determined that the value mix should be changed to 35% stock options and 65% performance shares based on trends in long–term incentive compensation practices that Towers Perrin reported to the compensation committee. This trend is due in part to the effect of the implementation of SFAS No. 123–R on the accounting for equity–based compensation.

Stock Options

A portion of the long–term incentive opportunity is delivered in the form of stock options to align management and shareholder interests, support a long–term perspective and planning process and attract, motivate and retain executive talent. Stock options correlate well with shareholder interests because they gain value only to the extent that the stock price increases above the exercise price. Individuals receiving stock options are provided the right to buy a fixed number of shares of Exelon common stock at the closing price of such stock on the grant date. The target for the number of options awarded is determined by the portion of the long–term incentive value attributable to stock options and a theoretical value of each option determined by the compensation committee using a Black–Scholes valuation formula. Options vest in equal annual installments over a four–year period and have a term of ten years. Time vesting adds a retention element to our stock option program. Stock option repricing is prohibited by policy or terms of the company's long–term incentive plans. Accordingly, no options have been repriced. Stock option awards are generally granted at the regularly scheduled January compensation committee meeting when the committee reviews results for the preceding year and establishes the compensation program for the coming year. The compensation committee has delegated to the CEO the authority to make off–cycle awards to an employee who is not subject to the limitations of Section 162(m), is not an executive officer for purposes of reporting under Section 16 of the Securities Exchange Act of 1934, and is not an executive vice president or higher of Exelon, provided that such authority is limited to making grants of up to 1,200,000 options in the aggregate and 20,000 options per recipient in any year. These grants are ratified by the compensation committee. On rare occasions, stock options are granted to new hires on the date they commence employment. This delegated authority was used to make seven grants in 2006, none of which were to NEOs. All grants to the NEOs must be approved by the full board of directors, which acts after receiving a recommendation from the compensation committee, except grants to Mr. Rowe, which must be approved by the independent directors, who act after receiving recommendation from the compensation committee.

Performance Share Units

The compensation committee established a performance share unit award program contingent on performance as measured against predetermined objectives over a multi–year measurement period with the value fluctuating with stock price changes as well as performance against objectives. At the beginning of each year, the compensation committee and the board of directors establish targets for performance share unit awards for each executive. The performance goals are based on total shareholder return for Exelon as compared to the companies in the Standard & Poor's 500 Index and the Dow Jones Utility Index for the three–year period ending on December 31 of that year and may include other measures. For information concerning the goals applicable to the 2006 long–term performance share unit awards, please see the Long–term Incentives section below. Actual awards are determined at the January meeting of the compensation committee and the board of directors after the end of the performance period when the extent of achievement of the performance goals is known. One third of the awarded performance shares vests upon the award date with the balance vesting in January of the next two years. The vesting schedule is designed to add a retention factor to the program. The form of payment provides for payment in Exelon common stock to executives with lower levels of stock ownership, with increasing portions of the payments being made in cash as executives' stock ownership levels increase in excess of the ownership guidelines. This payment structure serves to deliver the long–term compensation in cash where the executive has substantially greater than the required stock ownership and provides the executive with liquidity and the opportunity for diversification.

Restricted Stock & Restricted Stock Units

In limited cases, the compensation committee has determined that it is necessary to grant restricted shares of Exelon common stock or restricted stock units to executives as a means to recruit and retain talent. They may be used for new hires to offset annual or long–term incentives that are forfeited from a previous employer. They are also used as a retention vehicle and are subject to forfeiture if the executive voluntarily terminates.

Executive Stock Ownership And Trading Requirements

To strengthen the alignment of executives' interests with those of shareholders, officers of the company are required to own certain amounts of Exelon common stock by the later of five years after their employment or promotion to their current position. For additional information about Exelon's stock ownership guidelines, please see the Directors' and Officers' Stock Ownership Requirements in the previous section titled "Ownership of Exelon Stock"

Exelon has adopted a policy requiring officers, executive vice presidents and above, who wish to sell Exelon common stock to do so only through Rule 10b5–1 stock trading plans, and permitting other officers to enter into such plans. This requirement is designed to enable officers to diversify a portion of their holdings in excess of the applicable stock ownership requirements in an orderly manner as part of their retirement and tax planning activities. The use of Rule 10b5–1 stock trading plans serves to reduce the risk that investors will view routine portfolio diversification stock sales by executive officers as a signal of negative expectations with respect to the future value of Exelon's stock. In addition, the use of Rule 10b5–1 stock trading plans reduces the potential for accusations of trading on the basis of material, non–public information that could damage the reputation of the company. All of the NEOs have such plans, and their exercises during 2006 are reflected in the "Option Exercises and Stock Vested" table below. Because Mr. Rowe retains a portion of the shares obtained upon the exercise of stock options, the number of shares he owns increases through his stock trading plan. Exelon's stock trading policy does not permit short sales or hedging.

Other Benefits

Other benefits offered by Exelon include such things as qualified and non-qualified deferred compensation programs, post-termination compensation, retirement benefit plans and perquisites. The company also provides other benefits such as medical and dental coverage and life insurance to each NEO to generally the same extent as such benefits are provided to other Exelon employees, except that executives pay a higher percentage of their total medical premium. These benefits are intended to make our executives more efficient and effective and provide for their health, well-being and retirement planning needs. The compensation committee reviews these other benefits to confirm that they are reasonable and competitive in light of the overall goal of designing the compensation program to attract and retain talent while maximizing the interests of our shareholders.

Deferred Compensation Programs

Exelon offers deferred compensation plans to permit the deferral of certain cash compensation and equity awards to facilitate tax and retirement planning and satisfaction of stock ownership requirements for executives and certain key managers. Exelon maintains non-qualified deferred compensation plans that are open to certain highly-compensated employees, including the NEOs.

The Deferred Compensation Plan is a non-qualified plan that permits executives and key managers to defer base salary, annual incentive, and contributions that would be made to the Exelon Corporation Employee Savings Plan (the company's tax-qualified 401(k) plan) but for the applicable limits under the Internal Revenue Code. The Deferred Compensation Plan permits participants to defer taxation of a portion of their income. It benefits the company by deferring the payment of a portion of its compensation expense, thus preserving cash.

The Employee Savings Plan is tax-qualified under Sections 401(a) and 401(k) of the Internal Revenue Code. Exelon maintains the Employee Savings Plan to attract and retain qualified employees, including the NEOs, and to encourage employees to save some percentage of their cash compensation for their eventual retirement. The Employee Savings Plan permits employees to do so, and allows the company to contribute, in a relatively tax-efficient manner. The amount of compensation that can be taken into account under a tax-qualified plan is limited under the Internal Revenue Code, which also limits amounts that can be deferred in any year. Subject to the applicable Internal Revenue Code limitations, participating management employees may contribute up to a total of 50% of base salary each year on a pre-tax, Roth or after-tax basis (or any combination thereof). In addition, the company will match the contributions dollar for dollar up to the first 5% of base salary deferred each pay period. The Deferred Compensation Plan (described above) includes a feature that provides for the deferral and payment, out of general assets, of an amount substantially equal to the difference between the amount that, in the absence of the Internal Revenue Code limitations, would have been allocated to an employee's Employee Savings Plan account as pre-tax contributions plus matching contributions, and the amount actually allocated under the Employee Savings Plan. The company maintains the excess matching feature of the Deferred Compensation Plan to enable management employees to save for their eventual retirement to the extent they otherwise would have were it not for the limits established by the IRS for purposes of Federal tax policy.

The Stock Deferral Plan permits executives to defer the receipt of shares awarded under the company's performance share unit award program. Performance shares paid in cash cannot be deferred.

In response to declining plan enrollment and the administrative complexity of compliance with Section 409A of the Internal Revenue Code, the compensation committee approved amendments to the Deferred Compensation and Stock Deferral Plans at its December 4, 2006 meeting. For more information about the amendments, please see ITEM 15. Exhibits and Financial Statement Schedules in Exelon's 10-K.

Change In Control and Severance Benefits

The compensation committee believes that change in control employment agreements and severance benefits are an important part of Exelon's compensation structure for NEOs. The compensation committee believes that these agreements will help to secure the continued employment and dedication of the NEOs, notwithstanding any concern they might have at such time regarding their own continued employment, prior to or following a change in control. The compensation committee also believes that these agreements and the Exelon Corporation Senior Management Severance Plan are important as recruitment and retention devices, as all or nearly all of the companies with which Exelon competes for executive talent have similar protections in place for their senior leadership.

Under the terms of his employment agreement, Mr. Rowe has benefits similar to those provided under the change in control employment agreements and the Exelon Corporation Senior Management Severance Plan. Additional information regarding the change in control employment agreements, the change in control and severance terms of Mr. Rowe's employment agreement, and the Exelon Corporation Senior Management Severance Plan, including definitions of key terms and a quantification of benefits that would have been received by our NEOs had termination occurred on December 31, 2006, is found in the "Potential Payments upon Termination or Change–in–Control" section below.

Retirement Benefit Plans

Exelon sponsors the Exelon Corporation Retirement Program, a traditional defined benefit pension plan that covers certain management employees who commenced employment prior to January 1, 2001 and certain represented employees. Effective January 1, 2001, Exelon also established two cash balance defined benefit pension plans to both reduce future retirement benefit cost and provide an option that is portable as the company anticipated a work force that was more mobile than the traditional utility workforce. The cash balance defined benefit pension plans cover management employees and certain represented employees hired on or after such date, as well as management employees hired prior to such date who elected to transfer from their traditional pension plan to the cash balance plan.

The amount of compensation that can be taken into account under the tax–qualified retirement plans is limited under the Internal Revenue Code and was $220,000 for 2006. As permitted by the Employee Retirement Income Security Act of 1974, as amended (ERISA), Exelon also sponsors non–qualified supplemental pension plans (the SERP) that allow the payment, out of general assets, to certain highly–compensated individuals of any benefits calculated under the applicable tax–qualified plan benefit formula that exceed these limits. Exelon maintains the SERP to restore benefits to the level they otherwise would have been were it not for the limits established by the IRS for purposes of Federal tax policy.

For purposes of the SERP, Mr. Skolds received an additional $7^1/_2$ years of credited service upon his 5^{th} anniversary of employment and will receive an additional $7^1/_2$ years upon his 10th anniversary in 2010. These credited years of service were awarded to him when he came to work for Exelon in 2000 to compensate Mr. Skolds for the pension benefits from his former employer that he surrendered to come to work for the company. Mr. Mehrberg received an additional 10 years of credited service for purposes of the SERP upon his fifth anniversary. He was awarded these credited years of service in 2002 as a retention incentive.

Under his employment agreement, Mr. Rowe is entitled to receive a special supplemental executive retirement plan benefit (the SERP benefit) upon termination of employment for any reason other than for cause. The SERP benefit was negotiated with Mr. Rowe in 1998 as part of his initial employment agreement to attract him from a previous employer, where he also served as CEO. The SERP benefit, when added to all other retirement benefits provided to Mr. Rowe by Exelon, will equal Mr. Rowe's SERP benefit, calculated under the terms of the SERP in effect on March 10, 1998 as if he had earned 20 years of service on March 16, 1998 and one additional year of service on each anniversary of that date occurring prior to his termination of employment.

As of January 1, 2004, Exelon ceased the practice of granting additional years of credited service to executives under the non–qualified pension plans that supplement the Exelon Corporation Retirement Program for any period in which services are not actually performed, except that up to two years of service credits may be provided under severance or change in control agreements first entered into after such date. Service credits available under employment, change in control or severance agreements or arrangements (or any successor arrangements) in effect as of January 1, 2004 are not affected by this policy. To attract a new executive, Exelon is permitted to grant additional years of service under the SERP related to its cash balance pension plan to make the executive whole for retirement benefits lost from another employer by joining Exelon, provided such a grant is disclosed to shareholders. To date, Exelon has not made any such grant.

The compensation committee believes that the pension plans and the SERP are an important part of the NEO compensation program. These plans serve a critically important role in the retention of senior executives, as benefits thereunder increase for each year that these executives remain employed. The plans thereby encourage our most senior executives to remain employed and continue their work on behalf of the shareholders.

Perquisites

Exelon provides limited perquisites intended to serve specific business needs for the benefit of Exelon; however, it is understood that some may be used for personal reasons as well. When perquisites are utilized for personal reasons, the cost or value is imputed to the officer as income and the officer is responsible for all applicable taxes; however, in certain cases, the personal benefit is closely associated with the business purpose in which case the company may reimburse the officer for the taxes due on the imputed income. The Summary Compensation Table and related footnotes below detail the perquisites provided and summarize their incremental cost to the company. In 2005, Towers Perrin reviewed Exelon's perquisites program. Although specific data for Exelon's peer group was not available, Towers Perrin based its analysis on survey data for large energy and general industry companies. Towers Perrin found that Exelon's perquisite program was competitive. The compensation committee reviewed the costs of the perquisite program and determined the costs to be appropriate for a company of Exelon's size.

At its January 22, 2007 meeting, the compensation committee approved the phase-out of most executive perquisites, effective January 1, 2008. The eliminated perquisites will include: leased vehicles (existing leases allowed to expire), financial and estate planning, tax preparation and health and dining/airline club memberships. The phase-out approach includes a one-time transition payment in January 2008. The CEO will not receive a transition payment. Exelon will continue to provide executive physicals, parking in downtown Chicago, supplemental long term disability insurance and executive life insurance for those with existing policies. Exelon will continue to provide Mr. Rowe with 50 hours of personal travel per year on the corporate aircraft and executive chauffeur services because of the time commitments his position requires.

How The Amount Of 2006 Compensation Was Determined

This section describes how 2006 compensation was determined and awarded to the NEOs.

CEO compensation

Exelon's CEO participates in the same programs and receives compensation based on the same factors as the other NEOs. However, Mr. Rowe's overall compensation reflects a greater degree of policy and decision-making authority and a higher level of responsibility with respect to the strategic direction and financial and operating results of Exelon. As such, the independent directors of the Exelon board, on the recommendations of the Exelon corporate governance committee, conducted a thorough review of Mr. Rowe's performance in 2006. The review considered performance requirements in the areas of finance and operations, strategic planning and implementation, succession planning and organizational goals, communications and external relations, board relations, leadership, and shareholder relations. Mr. Rowe prepared a detailed self-assessment reporting to the board on his performance during the year with respect to each of the performance requirements. The Exelon board considered the financial highlights of the year and a strategy scorecard that assessed performance against the company's vision and goals. The factors considered included goals with respect to protecting the current value of the company, including delivering superior operating performance in terms of safety, reliability, customer satisfaction and efficiency, supporting competitive markets, protecting the value of our generation assets, and building healthy, self-sustaining delivery companies. The factors considered also included four goals relating to growing long-term value, including organizational improvement, aligning financial management policies with the changing profile of the company, rigorously evaluating new growth opportunities, and advancing an environmental strategy that leverages Exelon's carbon position. The Exelon board considered, in particular, strong results in operating earnings, Exelon's leading market capitalization, and successful nuclear and fossil operations, as well as the successful implementation of a new billing system at PECO and improvements in communications and external relations. It also considered areas where results were less than hoped for, such as the failure to obtain acceptable merger approvals, the regulatory difficulties in Illinois, and the need to continue improving delivery reliability.

How base salary was determined

Base salaries for the executives were determined based on individual performance and experience, with reference to the salaries of executives in similar positions in the peer group.

Mr. Rowe's 2006 Base Salary The independent directors of the Exelon board, on the recommendations of the compensation committee and the corporate governance committee, determined Mr. Rowe's base salary for serving as the CEO by considering:

- a review of benchmark levels of base pay, which were provided by the compensation committee's consultant;
- Mr. Rowe's length of service as CEO at Exelon and other companies in the industry;
- performance achieved against financial and operational goals; and
- the performance assessment discussed above.

Mr. Rowe's annualized base salary was increased by 4% to $1,300,000 effective March 1, 2006.

Other Named Executives' 2006 Base Salaries At its January 23, 2006 meeting, the compensation committee reviewed base salary data for the other NEOs listed in the Summary Compensation Table as compared to compensation data at the 50th and 75th percentile of the proposed peer group for the then–planned merger of Exelon and PSEG. However, in light of the delay in closing the proposed merger, the compensation committee recommended that base salaries for several of the named executive officers be increased modestly in 2006, with a further review of base salaries to be conducted after the closing of the merger to determine whether more substantial increases would be appropriate in light of increased responsibilities for the NEOs. Accordingly, the following NEOs received base salary increases during 2006:

Name (A)		Base Salary (B) ($)	Percent Increase (C) (%)	Effective Date (D)
Skolds	**$**	**635,000**	**4.1%**	**3/1/2006**
Young		550,000	3.8%	3/1/2006
Mehrberg		560,000	3.7%	3/1/2006

Due to the termination of the merger with PSEG, no further base salary increases occurred for NEOs in 2006. Mr. Clark received a pay increase in late 2005 and did not receive a base salary increase in 2006.

How 2006 Annual Incentives Were Determined

For 2006, the annual incentive payments to Mr. Rowe and each of nine other senior executives were funded by a notional incentive pool established by the Exelon compensation committee under the Annual Incentive Plan for Senior Executives, a shareholder–approved plan, which is intended to comply with Section 162(m). The incentive pool was funded with 1.5% of Exelon's operating income, the same percentage used in 2005, but was not fully distributed to participants because the committee decided on substantially lesser awards.

Annual incentive payments for 2006 to Messrs. Rowe, Skolds, Young and Mehrberg were made from the portion of the incentive pool available to fund awards for each of them based on the company's operating earnings per share, adjusted for non–operating charges and other one–time, unusual and non–recurring items. The compensation committee reviewed 2006 earnings and decided not to include the effects of certain items in adjusting earnings for purposes of making awards under the annual incentive plan, such as, certain changes in GAAP, mark–to–market adjustments, investments in synthetic–fuel producing facilities, significant impairments of intangible assets, certain losses on sales of businesses, AmerGen nuclear decommissioning obligation, impacts of certain regulatory recoveries and certain costs associated with the terminated merger with PSEG. 2006 annual incentive payments for other NEOs were based upon a combination of adjusted operating earnings per share and other company and business unit financial and operating measures. For executives with general corporate responsibilities, the goal was adjusted operating earnings per share so that they would focus their efforts on overall corporate performance. For executives with specific business unit responsibilities, the goals were a mix of earnings per share (so that they would focus on overall corporate performance) and business unit financial and/or operating measures, depending on the nature of their responsibilities. The following table summarizes the goals and weights applicable to the NEOs.

Name (A)	Adjusted Operating Earnings Per Share Note 1 (B) (%)	Energy Delivery Operational Measures Note 2 (C) (%)	ComEd Financial Measures Note 3 (D) (%)
Rowe	100%		
Skolds	100%		
Young	100%		
Mehrberg	100%		
Clark	20%	40%	40%

1.

The adjusted operating earnings per share threshold, for a 50% payout, was $2.75; the target, for a 100% payout, was $3.15; distinguished, for a 200% payout, was $3.45.

2.

EED Operational Measures are comprised of EED Customer Average Interruption Duration Index (CAIDI), EED System Average Interruption Frequency Index (SAIFI) and EED OSHA Recordable Rate. For the EED CAIDI goal, the threshold (in minutes), for a 50% payout, was 120; the target, for a 100% payout, was 99; distinguished, for a 200% payout, was 90. For the EED SAIFI goal, the threshold (expressed as total number of customer interruptions divided by the total number of customers served), for a 50% payout, was 1.24; the target, for a 100% payout, was 1.08; distinguished, for a 200% payout, was 1.00. For the EED OSHA Recordable Rate goal (calculated as recordable × 200,000 divided by exposure hours), the threshold, for a 50% payout, was 2.66; the target, for a 100% payout, was 1.68; distinguished, for a 200% payout, was 1.51.

3.

The ComEd Financial Measures are comprised of ComEd Total Cost (operating and maintenance expense and capital) and ComEd Net Income. For the ComEd Total Cost goal (as a % of budget), the threshold for a 50% payout, was 103%; the target, for a 100% payout, was 100%; distinguished, for a 200% payout, was 98%. For the ComEd Net Income goal, the threshold (in $ millions), for a 50% payout, was $465; the target, for a 100% payout, was $536; distinguished, for a 200% payout, was $590.

Annual incentive payments were also based on customer satisfaction as measured by performance on the American Customer Satisfaction Index (ACSI) Proxy objective, and individual performance.

The ACSI Proxy captures the overall opinions from customers in all segments—residential, large commercial and industrial and small commercial and industrial. If the ACSI Proxy fell below the 3rd Quartile of peer group utilities, AIP awards would have been reduced by 2.5%. If the ACSI Proxy rose from the 3rd Quartile to the 2nd Quartile, the AIP Awards would have been increased by 5%. An independent research firm tabulates the ACSI Proxy score after asking customers to rate their utility using three survey measures: How satisfied customers are with the company overall; the extent to which the company falls short or exceeds customers' expectations; and how close the company is to their ideal energy utility company.

For the evaluation period of Q1 2006 through Q3 2006, the company achieved a score of 70.7, which was in the 2nd quartile. As a result of meeting the 2006 customer satisfaction objective of the Annual Incentive Program (AIP), all annual incentive payments were increased by 5%.

Mr. Rowe's 2006 Annual Incentive Taking into account the performance review discussed above, the compensation committee and the corporate governance committee recommended, and the independent directors of the Exelon board approved, an award of $1,851,800 for Mr. Rowe, which is 129.5% of his target annual incentive opportunity and in addition the effect of an individual performance multiplier (IPM) of 110%. The individual performance multiplier is used at the discretion of the compensation committee to adjust awards from minus 50% to plus 10% subject to the maximum 200% of target opportunity and the amount available to fund his award under the incentive pool.

Other Named Executive Officers' 2006 Annual Incentives The compensation committee recommended and the independent directors approved the following awards for the other NEOs:

Name (A)	Percentage of Target Opportunity Before IPM (B) (%)	Award (D) ($)
Skolds	129.5%	$ 616,744
Young	129.5%	498,575
Mehrberg	129.5%	507,640
Clark	114.2%	326,584

Long-Term Incentives

For 2006, the compensation committee changed the mix of long-term incentive awards from 50% stock options and 50% performance share awards to 35% stock options and 65% performance share awards, based on the results of the Towers Perrin study and emerging long-term incentive trends among Exelon's peer companies.

Stock option awards

Exelon granted non-qualified stock options to key management employees, including the NEOs except Mr. Rowe, on January 23, 2006. These options were awarded at an exercise price of $58.55, which was the closing price on the January 23, 2006 grant date. At Mr. Rowe's request, the compensation committee determined that he would not receive stock options for 2006. This was not offset with any other form of compensation.

Exelon performance share unit awards

The 2006 Long-Term Performance Share Unit Award Program was based on two measures, Exelon's three-year Total Shareholder Return (TSR), compounded monthly, as compared to the TSR for the companies listed in the Dow Jones Utility Index (60% of the award), and Exelon's three-year TSR, as compared to the companies in the Standard and Poor's 500 Index (40% of the award). As a result of the planned merger with PSEG, the compensation committee decided to eliminate The Exelon Way cash savings goal that was a component of the 2005 performance share award program.

Payouts are determined based on the following scale: The threshold TSR Position Ranking, for a 50% of target payout, was the 25 th percentile; the target, for a 100% payout, was 50th percentile; and distinguished, for a 200% payout, was the 75th percentile, with payouts interpolated for performance falling between the threshold, target, and distinguished levels.

Exelon exceeded target performance levels with respect to both TSR measures. For the performance period of January 1, 2004 through December 31, 2006, Exelon's relative ranking of TSR as compared to the Dow Jones Utility Index was between the target and the distinguished level (68.7 percentile ranking or 174.8% of target payout). For the same time period, the company's relative ranking of TSR in the S&P 500 Index was at the distinguished level (86 percentile ranking or 200.0% of target payout). Overall performance against both measures combined resulted in a payout to participants for 2006 that represented 184.9% of each participant's target opportunity.

Based on the formula, 2006 Performance Share Unit Awards for NEOs were as follows:

Name (A)	Shares (B) (#)	Value Note 1 (C) ($)	Form of Payment Note 2 (D)
Rowe	127,581	$ 7,649,757	100% Cash
Skolds	36,980	2,217,321	100% Cash
Young	30,509	1,829,290	50%Cash/50% Stock
Mehrberg	30,509	1,829,290	100% Cash
Clark	24,037	1,441,259	100% Cash

1. Based on the closing stock price of $59.96 on January 22, 2007.

2. Form of payment based on stock ownership level. Stock payment means amounts paid in shares of Exelon common stock. Refer to the Directors And Officers Stock Ownership Requirements on page 25. The figures in this column are not the same as the figures reported in column E of the Summary Compensation Table because of the effect of the vesting requirement.

Tax And Accounting Consequences

Under Section 162(m) of the Internal Revenue Code, executive compensation in excess of $1 million paid to a CEO or other person among the four other highest compensated officers is generally not deductible for purposes of corporate Federal income taxes. However, qualified performance–based compensation, within the meaning of Section 162(m) and applicable regulations, remains deductible. The compensation committee intends to continue reliance on performance–based compensation programs, consistent with sound executive compensation policy. The compensation committee's policy has been to seek to cause executive incentive compensation to qualify as "performance–based" in order to preserve its deductibility for Federal income tax purposes to the extent possible, without sacrificing flexibility in designing appropriate compensation programs.

Because it is not "qualified performance–based compensation" within the meaning of Section 162(m), base salary is not eligible for a Federal income tax deduction to the extent that it exceeds $1 million. Accordingly, Exelon is unable to deduct that portion of Mr. Rowe's base salary in excess of $1 million. Annual incentive payments to NEOs and performance share units are intended to be qualified performance–based compensation under Section 162(m), and are therefore deductible for Federal income tax purposes. Restricted stock and restricted stock units are not deductible by the company for Federal income tax purposes under the provisions of Section 162(m) if NEO compensation is in excess of $1 million.

As noted above, the Deferred Compensation Plan and the Stock Deferral Plan were amended in December 2006 in part to address the administrative complexity of compliance with Section 409A of the Internal Revenue Code.

Also as noted above, the value mix of long–term incentive compensation was changed in 2006 from 50% stock options and 50% performance share units to 35% stock options and 65% performance share units in part because of the effect of the implementation of SFAS No. 123–R on the accounting for equity–based compensation.

Conclusion

The compensation committee is confident that Exelon's compensation programs are performance–based and consistent with sound executive compensation policy. They are designed to attract, retain and reward outstanding executives and to motivate and reward senior management for achieving high levels of business performance, customer satisfaction and outstanding financial results that build shareholder value.

Report of Compensation Committee

The Compensation Committee has reviewed and discussed the Compensation Discussion and Analysis required by Item 402(b) of Regulation S-K with management and, based on such review and discussion, the Compensation Committee recommended to the Board that the Compensation Discussion and Analysis be included in the 2006 Annual Report on Form 10-K and the 2007 Proxy Statement.

February 9, 2007

Edward A. Brennan, Chair
M. Walter D'Alessio
Rosemarie B. Greco
Ronald Rubin
Richard L. Thomas

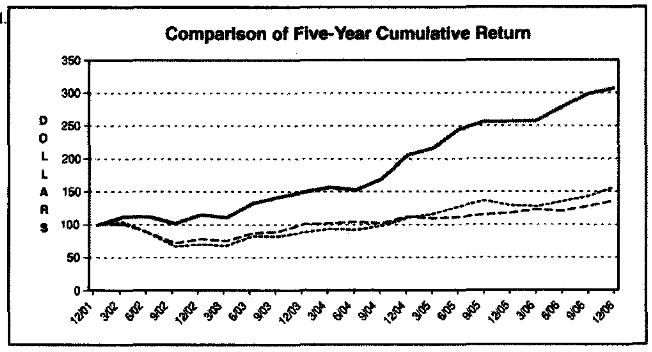
Stock Performance Graph

The performance graph below illustrates a five year comparison of cumulative total returns based on an initial investment of $100 in Exelon Corporation common stock, as compared with the S&P 500 Stock Index and the S&P Utility Index for the period 2001 through 2006.

Stock Index and the S&P Utility Index for the period 2001 through 2006.

This performance chart assumes:

- $100 invested on December 31, 2001 in Exelon Corporation common stock, in the S&P 500 Stock Index and in the S&P Utility Index; and
- All dividends are reinvested.



	LEGEND	2001	2002	2003	2004	2005	2006
Exelon Corporation	————	$100.00	$114.04	$148.09	$203.40	$253.08	$302.99
S&P 500	------	$100.00	77.95	100.27	111.15	116.59	134.96
S&P Utilities	············	$100.00	70.06	88.27	109.58	127.89	154.70

7. Executive Compensation Data

Summary Compensation Table

The tables below summarize the total compensation paid or earned by each of the named executive officers for the year ended December 31, 2006.

Salary amounts may not match the amounts discussed in Compensation Discussion and Analysis because that discussion concerns salary rates; the amounts reported in the Summary Compensation Tables reflect actual amounts paid during the year including the effect of changes in salary rates. Changes to base salary generally take effect on March 1, and there may also be changes at other times during the year to reflect promotions or changes in responsibilities.

Bonus reflects amounts paid under the annual incentive plan on the basis of the individual performance multiplier approved by the compensation committee and the board of directors or, in the case of Mr. Rowe and the executive vice presidents, approved by the independent directors.

Stock awards include awards of performance share units. All performance share units are made pursuant to the terms of the 2006 Long–Term Incentive Plan based upon the achievement of goals, as described above. One–third of the award vests upon the award date with the balance vesting ratably over the next two years. Upon retirement or involuntary termination not for cause, earned but non–vested shares are eligible for accelerated vesting. The form of payment provides for payment in Exelon common stock to executives with lower levels of ownership, with increasing portions of the payments being made in cash as executives' stock ownership levels increase in excess of the ownership guidelines. If an executive achieves 125% or more of the applicable ownership target, performance shares will be paid half in cash and half in stock. If executives, EVP and above, achieve 200% or more of the applicable ownership target, their performance shares will be paid entirely in cash. Stock awards also include restricted stock or stock unit awards. When awarded, restricted stock or stock units are earned by continuing employment for a pre–determined period of time or, in some instances, after certain performance requirements are met. In some cases, the award may vest ratably over a period; in other cases, it vests as a whole at one or more pre–determined dates. Among the NEOs Messrs. Skolds, Young and Clark have received awards of restricted stock or restricted stock units in the past. No NEOs received restricted stock awards in 2006.

All option awards are made pursuant to the terms of the 2006 Long–Term Incentive Plan and are for the purchase of Exelon common stock. All options are granted at a strike price that is not less than the fair market value of a share of stock on the date of grant. Fair market value is defined under the plans as the closing price on the grant date as reported on the New York Stock Exchange. Options vest in equal annual installments over a four–year period and have a term of ten years. Employees who are retirement eligible are eligible for accelerated vesting upon retirement or termination.

Non–equity incentive plan compensation includes the amounts earned under the annual incentive plan by the extent to which the applicable financial and operational goals were achieved. The annual incentive plan for 2006 is described in Compensation Discussion and Analysis above.

Name and Principal Position [A]	Year [B]	Salary [C] ($)	Bonus Note 6 [D] ($)	Stock Awards Note 7 [E] ($)	Option Awards Note 8 [F] ($)	Non-Equity Incentive Plan Compensation Note 9 [G] ($)	Change in Pension Value and Nonqualified Deferred Compensation Earnings Note 10 [H] ($)	All Other Compensation Note 11 [I] ($)	Total [J] ($)
RoweNote 1	2006	$ 1,291,918	$ 168,345	$ 10,527,089	$ 1,324,393	$ 1,683,455	$ 856,413	$ 575,455	$ 16,427,068
SkoldsNote 2	2006	630,959	—	3,012,980	863,280	616,744	381,656	165,376	5,670,995
YoungNote 3	2006	546,767	—	2,174,945	310,360	498,575	77,622	158,808	3,767,077
MehrbergNote 4	2006	556,767	—	2,917,114	746,480	507,640	263,587	144,995	5,136,583
ClarkNote 5	2006	440,000	—	2,239,794	592,755	326,584	158,233	162,925	3,920,291

1.

John W. Rowe, Chairman, President & CEO.

2.

John L. Skolds, Executive Vice President, Exelon; President, Exelon Energy Delivery and Exelon Generation.

3.

John F. Young, Executive Vice President, Finance & Markets and Chief Financial Officer.

4.

Randall E. Mehrberg, Executive Vice President, Chief Administrative Officer & Chief Legal Officer.

5.

Frank M. Clark, Chairman and CEO, ComEd. Mr. Clark is shown as an executive officer of Exelon solely by reason of his position as Chairman and CEO of ComEd.

6.

In recognition of his overall performance, Mr. Rowe received an individual performance multiplier (as discussed in the Compensation Discussion and Analysis above) that increased his annual incentive payment.

7.

The amounts shown in this column include the compensation expense recognized in the financial statements for 2006 for the performance share awards granted on January 22, 2007 with respect to the three–year performance period ending December 31, 2006, and the expense recognized during 2006 for performance share awards granted in previous years. The amounts shown for Messrs. Skolds, Young and Clark include the expense recognized during 2006 for restricted stock awards made to these officers in previous years which have not yet vested. For a discussion of the assumptions made in the valuation of these awards under SFAS No. 123–R, see note 1 to the financial statements in Exelon's 10–K. For purposes of this table, estimates of forfeitures related to service–based vesting conditions have been disregarded.

8.

The amounts shown in this column include the compensation expense recognized in the financial statements for 2006 for the award of non–qualified options to purchase Exelon common stock granted on January 23, 2006, as well as the expense recognized during 2006 for stock option grants awarded in previous years. Mr. Rowe did not receive a stock option award in 2006; the amount shown represents the expense for grants awarded in previous years. For a discussion of the assumptions made in the valuation of these awards under SFAS No. 123–R, see note 1 to the financial statements in Exelon's 10–K. For purposes of this table, estimates of forfeitures related to service–based vesting conditions have been disregarded.

9.

The amounts shown in this column represent payments made pursuant to the Annual Incentive Program with respect to 2006 performance. These amounts were awarded on January 22, 2007.

10.

The amounts shown in this column represent the change in the accumulated pension benefit from December 31, 2005 to December 31, 2006.

11.

The amounts shown in this column include the items summarized in the following tables:

All Other Compensation

Name (A)	Perquisites Note 16 (B) ($)	Reimbursement for Income Taxes Note 12 (C) ($)	Company Contributions to Savings Plans Note 13 (D) ($)	Company Paid Term Life Insurance Note 14 (E) ($)	Dividends on Equity Awards not Included Above Note 15 (F) ($)	Total All Other Compensation (G) ($)
Rowe	$ 181,743	$ 21,112	$ 64,548	$ 308,052	$ —	$ 575,455
Skolds	35,419	1,778	31,524	65,847	30,808	165,376
Young	58,777	10,712	27,319	40,285	21,715	158,808
Mehrberg	55,872	12,118	27,819	43,507	5,679	144,995
Clark	33,419	7,663	22,000	83,843	16,000	162,925

12.

Officers receive a reimbursement to cover applicable taxes on imputed income amounts for business related spousal travel, certain club memberships and relocation expenses because the personal benefit is closely related to the business purpose.

13.

Represents company matching contributions to the NEOs qualified and non–qualified savings plans. The 401(k) plan is available to all employees and the annual contribution for 2006 was generally limited to $15,000. NEOs and other officers may participate in the Deferred Compensation Plan, into which payroll contributions in excess of the specified IRS limit are credited under the separate, unfunded, plan which has the same portfolio of investment options as the 401(k) plan.

14.

Exelon provides basic term life insurance, accidental death and disability insurance, and long–term disability insurance to all employees, including NEOs. The values shown in this column include the premiums paid during 2006 for additional term life insurance policies for the NEOs, additional supplemental accidental death and dismemberment insurance and for additional long–term disability insurance over and above the basic coverage provided to all employees. Mr. Rowe has two term life insurance policies and one additional accidental death and dismemberment policy.

15.

The amounts shown represent the dividends on current equity awards that have not been included in the values shown in the column labeled Stock Awards in the Summary Compensation Tables above. The values shown represent regular dividends on common stock paid in cash during the year on each officer's unvested restricted stock, and for certain officers, the value of reinvested regular dividends earned during 2006 on their unvested performance share balances which were distributed in stock upon vesting on January 22, 2007.

Exelon does not provide any discounts on securities purchased through the company other than that offered to all employees who participate in the Employee Stock Purchase Plan (the "ESPP"), nor does Exelon provide preferential or above–market dividends or earnings to executives through any company plans.

16.

The amounts shown in this column represent the incremental cost to Exelon to provide certain perquisites to NEOs as summarized in the following table:

Perquisites

Name	Personal and Spouse Travel	Automobile Lease and Parking	Financial, Estate and Tax Planning Services	Dining, Health, and Airline Club Memberships	Other	Total
	Note 17	Note 18	Note 19	Note 20	Note 21	
	(B)	(C)	(D)	(E)	(F)	(G)
(A)	($)	($)	($)	($)	($)	($)
Rowe	$ 136,052	$ 18,708	$ 15,500	$ 10,160	$ 1,323	$ 181,743
Skolds	230	20,653	12,516	2,020	—	35,419
Young	8,333	25,058	21,491	3,895	—	58,777
Mehrberg	8,506	21,502	20,050	5,403	411	55,872
Clark	3,258	22,746	—	6,965	450	33,419

17.

Mr. Rowe is entitled to 50 hours of personal use of corporate aircraft each year. The figure shown in this column includes $113,397, representing the aggregate incremental cost to Exelon for Mr. Rowe's personal use of corporate aircraft. For 2006, this cost was calculated using the hourly cost for flight services paid to the aircraft vendor, Federal excise tax, fuel charges, and domestic segment fees. From time to time Mr. Rowe's spouse accompanies Mr. Rowe in his travel on corporate aircraft. The aggregate incremental cost to the company, if any, for Mrs. Rowe's travel on corporate aircraft is included in the table. For all executive officers, including Mr. Rowe, Exelon pays the cost of spousal travel, meals, and other related amenities when they attend company or industry–related events where it is customary and expected that officers attend with their spouses. The aggregate incremental cost to Exelon for these expenses is included in the table. In most cases, there is no incremental cost to Exelon of providing transportation or other amenities for a spouse, and the only additional cost to Exelon is to reimburse officers for the taxes on the imputed income attributable to their spousal travel, meals, and related amenities when attending company or industry–related events. This cost is shown in column [C] of the All Other Compensation Table above.

The company maintains several vehicles and chauffeurs in order to provide transportation services for the NEOs and other officers to carry out their duties among the company's various offices and facilities which are located throughout northeastern Illinois and southeastern Pennsylvania. Messrs. Rowe and Clark are also entitled to limited personal use of the company's chauffer services, including use for commuting which allows them to work while commuting. The cost included in the table represents the estimated incremental cost to Exelon to provide limited personal service. This cost is based upon the number of hours that the chauffeurs worked overtime providing services to each NEO, multiplied by the average overtime rate for chauffeurs plus an additional amount for fuel and maintenance. Personal use was imputed as additional taxable income to Mr. Rowe and Mr. Clark.

18.

In 2006, Exelon provided officers with company vehicles, paid for insurance, maintenance, applicable taxes and provided a company–paid credit card for fuel purchases. Where required, such as in downtown Chicago, officers may also receive company–paid parking. Officers are imputed additional taxable income for that portion of their use of these perquisites that is personal; however, the figure shown in the table is the total cost to provide the automobile and related amenities to the officer.

19.

In 2006, officers were allowed to use financial, estate and tax planning services through company–arranged vendors where the company pays for the service, or a vendor of their own choosing, for which the company will reimburse the officer for all reasonable expenses.

20.

In 2006, officers were entitled to club memberships in each of the categories shown for the purpose of conducting business on behalf of the company. The amounts shown represent only the payment of membership dues. Variable costs for meals and other amenities are the responsibility of each named officer. When any variable costs are business–related, Exelon will reimburse the officer directly for such costs. Membership in country clubs is not provided or reimbursed.

21.

Executive officers may use company–provided vendors for comprehensive physical examinations and related follow–up testing. For Mr. Rowe, the amount shown also reflects the cost of computer equipment installed and maintained in his home.

Grants Of Plan Based Awards

Name	Grant Date	Estimated Future Payouts Under Non-Equity Incentive Plan Awards			Estimated Future Payouts Under Equity Incentive Plan Awards			All Other Options Awards: # of Securities Underlying Options	Exercise or Base Price of Option Awards	Grant Date Fair Value of Stock & Option Awards
				Note 1			Note 2			Note 3
		Threshold	Target	Maximum	Threshold	Target	Maximum			
(A)	(B)	(C) ($)	(D) ($)	(E) ($)	(F) (#)	(G) (#)	(H) (#)	(I) (#)	(J) ($)	(K) ($)
Rowe	1/23/06	$ 650,000	$ 1,300,000	$2,600,000						
	1/23/06				34,500	69,000	138,000			$7,239,590
Skolds	1/23/06	238,125	476,250	952,500						
	1/23/06				10,000	20,000	40,000			2,098,432
	1/23/06							43,000	$58.55	568,460
Young	1/23/06	192,500	385,000	770,000						
	1/23/06				8,250	16,500	33,000			1,731,206
	1/23/06							35,000	58.55	462,700
Mehrberg	1/23/06	196,000	392,000	784,000						
	1/23/06				8,250	16,500	33,000			1,731,206
	1/23/06							35,000	58.55	462,700
Clark	1/23/06	143,000	286,000	572,000						
	1/23/06				6,500	13,000	26,000			1,363,981
	1/23/06							30,000	58.55	396,600

1.

NEOs have annual incentive plan target opportunities based on a fixed percentage of their base salary. Under the terms of the incentive plan, threshold performance earns 50% of the target while the maximum payout is capped at 200% of target. For additional information about the terms of the 2006 annual incentive program, see Compensation Discussion and Analysis above.

2.

NEOs have a long–term performance share target opportunity that is a fixed number of performance shares commensurate with the officer's position. The 2006 Long–Term Performance Share Unit Award Program was based on two measures, Exelon's Total Shareholder Return (TSR), compounded monthly, for the three–year period ended December 31, 2006, as compared to the TSR for the companies listed in the Dow Jones Utility Index (60% of the award), and Exelon's three–year TSR, as compared to the companies in the Standard and Poor's 500 Index (40% of the award). The threshold TSR Position Ranking, for a 50% of target payout, was the 25^{th} percentile; the target, for a 100% payout, was the 50^{th} percentile; and distinguished, for a 200% payout, was the 75^{th} percentile, with payouts interpolated for performance falling between the threshold, target, and distinguished levels. One third of the awarded performance shares vests upon the award date with the balance vesting in January of the next two years.

3.

This column shows the grant date fair value, calculated in accordance with SFAS No. 123–R, of the performance share awards, stock options, and restricted stock granted to each NEO during 2006.

Outstanding Equity Awards At Fiscal Year–End

Name	Option Awards				Stock Awards			
	Note 1				Note 2			
	Number of Securities Underlying Unexercised Options Exercisable	Number of Securities Underlying Unexercised Options Unexercisable	Option Exercise Price	Option Expiration Date	Number of Shares or Units of Stock That Have Not Vested	Market Value as of 12/31/2006 of Shares or Units of Stock That Have Not Vested	Equity Incentive Plan Awards: Number of Unearned Shares, Units or Other Rights That Have not Vested	Equity Incentive Plan Awards: Market Value of Unearned Shares, Units or Other Rights That Have Not Yet Vested
	(B)	(C)	(D)		(F)	(G)	(H)	(I)
(A)	(#)	(#)	($)	(E)	(#)	($)	(#)	($)
Rowe	192,444	—	$ 33.94	1 Jan 2011	99,124	$ 6,134,784	138,000	$ 8,540,820
	400,000	—	23.46	27 Jan 2012				
	262,500	87,500	24.81	26 Jan 2013				
	200,000	200,000	32.54	25 Jan 2014				
	57,250	171,750	42.85	23 Jan 2015				
Skolds	15,000	20,000	24.81	26 Jan 2013	44,069	2,727,430	40,000	2,475,600
	10,000	40,000	32.54	25 Jan 2014				
	14,000	42,000	42.85	23 Jan 2015				
	—	43,000	58.55	22 Jan 2016				
Young	—	7,500	24.63	3 Mar 2013	25,395	1,571,697	33,000	2,042,370
	—	27,000	32.54	25 Jan 2014				
	—	42,000	42.85	23 Jan 2015				
	—	35,000	58.55	22 Jan 2016				
Mehrberg	—	18,000	24.81	26 Jan 2013	24,814	1,535,738	33,000	2,042,370
	20,000	40,000	32.54	25 Jan 2014				
	14,000	42,000	42.85	23 Jan 2015				
	—	35,000	58.55	22 Jan 2016				
Clark	—	13,500	24.81	26 Jan 2013	27,322	1,690,959	26,000	1,609,140
	27,000	27,000	32.54	25 Jan 2014				
	9,000	27,000	42.85	23 Jan 2015				
	—	30,000	58.55	22 Jan 2016				

1.

Non–qualified stock options are granted to NEOs pursuant to the company's long–term incentive plans. Grants made prior to 2003 vested in three equal increments, beginning on the first anniversary of the grant date. Grants made in 2003 and thereafter vest in four equal increments, beginning on the first anniversary of the grant date. All grants expire on the tenth anniversary of the grant date. For all data above, the number of shares and exercise prices have been adjusted to reflect the 2 for 1 stock split of May 5, 2004.

2.

The amount shown includes the unvested portion of performance share awards earned with respect to the three–year performance periods ending December 31, 2005 and December 31, 2004, and any unvested restricted awards. The amount of shares shown under equity incentive plan awards: unearned shares represent the maximum number of performance shares available to each NEO for the performance period ending December 31, 2006. Shares are valued at $61.89, the closing price on December 31, 2006.

Option Exercises And Stock Vested

Name	Option Awards		Stock Awards	
	Number of Shares Acquired on Exercise Note 1	Value Realized on Exercise	Number of Shares Acquired on Vesting Note 2	Value Realized on Vesting
(A)	(B) (#)	(C) ($)	(D) (#)	(E) ($)
Rowe	770,000	$ 20,349,090	98,178	$ 5,748,343
Skolds	137,500	4,056,609	24,145	1,413,707
Young	63,500	1,646,285	21,898	1,276,862
Mehrberg	88,400	2,289,657	24,145	1,413,707
Clark	118,666	3,719,511	16,814	984,473

1.

The NEOs exercised all options shown above pursuant to Rule 10b5-1 trading plans that were entered into when the officer was unaware of any material information regarding Exelon that had not been publicly disclosed. The dates of the sales were set at the time the trading plans were established.

2.

Share amounts are generally composed of performance shares that vested on January 23, 2006, which included 1/3 of the grant made with respect to the three-year performance period ending December 31, 2005; 1/3 of the grant made with respect to the three-year performance period ending December 31, 2004, and 1/3 of the grant made with respect to the three-year performance period ending December 31, 2003. For Young, the amount vested in 2006 also includes 2,500 restricted shares that were granted in 2003.

Pension Benefits

Exelon sponsors the Exelon Corporation Retirement Program, a traditional defined benefit pension plan that covers certain management employees who commenced employment prior to January 1, 2001 and certain collective bargaining unit employees. Effective January 1, 2001, Exelon also established two cash balance defined benefit pension plans in order to both reduce future retirement benefit costs and provide an option that is portable as the company anticipated a work force that was more mobile that the traditional utility workforce. The cash balance defined benefit pension plans cover management employees and certain collective bargaining unit employees hired on or after such date, as well as certain management employees hired prior to such date who elected to transfer to a cash balance plan. Each of these plans is intended to be tax-qualified under Section 401(a) of the Internal Revenue Code.

Covered compensation under the plans generally includes salary and annual incentive payments, which are disclosed in the Summary Compensation Table for the NEOs. The calculation of retirement benefits under the Exelon Corporation Retirement Program is based upon average earnings for the highest consecutive multi-year period. Messrs. Rowe, Skolds, Mehrberg and Clark participate in the Exelon Corporation Retirement Program. Mr. Young participates in Exelon's cash balance pension plans.

Under the cash balance pension plan, an account is established for each participant and the account balance grows as a result of annual benefit credits and annual investment credits. Currently, the annual benefit credit under the plan is 5.75% of base pay and annual incentive award (subject to applicable Internal Revenue Code limit). The annual investment credit is the greater of 4%, or the average for the year of the S&P 500 Index and the applicable interest rate specified in Section 417(e) of the Internal Revenue Code that is used to determine lump sum payments (the interest rate is determined in November of each year). Benefits are vested and nonforfeitable after completion of at least five years of service, and are payable following termination of employment. Apart from the benefit credits and vesting requirement, and as described above, years of service are not relevant to a determination of accrued benefits under the cash balance pension plans.

The Internal Revenue Code limits to $220,000 as of January 1, 2006 the individual annual compensation that may be taken into account under the tax-qualified retirement plan. As permitted by ERISA, Exelon sponsors supplemental pension plans that allow the payment to certain individuals out of its general assets of any benefits calculated under provisions of the applicable qualified pension plan which may be above these limits.

For purposes of the SERP, Mr. Skolds received an additional 7 1/2 years of credited service upon his 5th anniversary of employment and will receive an additional 7 1/2 years upon his 10th anniversary in 2010. These credited years of service were awarded to him when he came to work for the company in 2000 to compensate Mr. Skolds for the pension benefits from his former employer that he surrendered to come to work for the company. Mr. Mehrberg received an additional 10 years of credited service upon his fifth anniversary. He was awarded these credited years of service in 2002 as a retention incentive.

Under his employment agreement, Mr. Rowe is entitled to receive a special supplemental executive retirement plan benefit (the SERP benefit) upon termination of employment for any reason other than for cause. The SERP benefit, when added to all other retirement benefits provided to Mr. Rowe by Exelon, will equal Mr. Rowe's SERP benefit, calculated under the terms of the SERP in effect on March 10, 1998 as if he had earned 20 years of service on March 16, 1998 and one additional year of service on each anniversary of that date occurring prior to his termination of employment. In the event Mr. Rowe's employment had terminated for cause prior to March 16, 2006 (his "normal retirement date" under his original employment agreement), his entire SERP benefit would have been forfeited. Upon a termination for cause on or after March 16, 2006, the portion of the SERP benefit accruing after that date is forfeited.

As of January 1, 2004, Exelon does not grant additional years of credited service to executives under the non-qualified pension plans that supplement the Exelon Corporation Retirement Program for any period in which services are not actually performed, except that up to two years of service credits may be provided under severance or change in control agreements first entered into after such date. Service credits previously available under employment, change in control or severance agreements or arrangements (or any successors arrangements) are not affected by this policy.

The amount of the change in the pension value for each of the named executive officers is the amount included in the Summary Compensation Table above in the column headed "Change in Pension Value & Nonqualified Deferred Compensation Earnings." The present value of each NEO's accumulated pension benefit is shown in the following tables.

Name	Plan Name	Number of Years Credited Service	Present Value of Accumulated Benefit	Payments During 2006
		(C)	(D)	(E)
(A)	(B)	(#)	($)	($)
Rowe Note 1	Pension	8.80	$ 356,298	$ —
	SERP	28.80	15,177,250	—
Skolds	Pension	6.36	222,696	—
	SERP	13.86	2,184,923	—
Young	Pension	3.84	54,612	—
	SERP	3.84	170,910	—
Mehrberg	Pension	6.08	155,307	—
	SERP	16.08	1,657,722	—
Clark	Pension	40.00	1,778,218	—
	SERP	40.00	3,708,223	—

1.

Based on discount rates prescribed by the SEC proxy disclosure guidelines, the present value of Mr. Rowe's SERP benefit is $15,177,250. Based on lump sum plan rates for immediate distributions, the comparable lump sum amount applicable for service through December 31, 2006 is $18,476,130. Note that, in any event, payments made upon termination may be delayed by six months in accordance with U.S. Treasury Department guidance.

Nonqualified Deferred Compensation

The following tables show the amounts that NEOs have accumulated under both the Deferred Compensation Plan and the Stock Deferral Plan. Under both plans, officers have notional, or bookkeeping accounts, established in their name. Officers can elect to defer up to 100% of their salary and up to 100% of their Annual Incentive Award into the Deferred Compensation Plan. In addition to these direct deferrals, for the officers who have elected to make contributions to the 401(k) plan and reach the maximum allowable annual contribution, their elected salary deferrals and company matching contributions, if applicable, continue and are credited to their account in the Deferred Compensation Plan. The investment options under the Deferred Compensation Plan consist of a basket of mutual funds benchmarks that mirror those funds available to all employees through the 401(k) plan, with the exception of one benchmark fund that offers a fixed percentage return over a specified market return. Balances in the Deferred Compensation Plan will be settled in cash upon the termination event selected by the officer and will be distributed either in a lump sum, or in annual installments. Deferred amounts generally represent unfunded unsecured obligations of the company.

Officers can also elect to defer up to 100% of their vested performance shares or restricted shares into the Stock Deferral Plan. Each officer has a notional, or bookkeeping account, established in his or her name. Share balances continue to earn the same dividends that are available to all shareholders, which are reinvested as additional shares in the plan. Balances in the plan are distributed in shares of Exelon stock in a lump sum distribution upon termination of employment.

Name (A)	Executive Contributions in 2006 (B) ($)	Registrant Contributions in 2006 (C) ($)	Aggregate Earnings in 2006 (D) ($)	Aggregate Withdrawals/ Distributions (E) ($)	Aggregate Balance at 12/31/2006 (F) ($)
Rowe	$ 53,548	$ 53,548	$ 3,198,698	$ —	$ 19,526,901
Skolds	24,629	20,524	673,082	—	4,217,995
Young	105,956	16,923	59,645	—	513,107
Mehrberg	828,033	17,055	770,605	—	5,280,946
Clark	29,000	14,385	381,568	—	2,351,534

In response to declining plan enrollment and the administrative complexity of compliance with Section 409A of the Internal Revenue Code, the compensation committee approved amendments to the Deferred Compensation and Stock Deferral Plans at its December 4, 2006 meeting. The Deferred Compensation Plan was amended to:

- cease deferrals of base salary and annual incentive awards earned on or after January 1, 2007;
- require distributions in 2007 of deferred annual incentive awards earned in 2006;
- require participants to elect distributions of their account balances payable in a lump sum or annual installments upon retirement, or in a lump sum in the third quarter of 2007; and
- continue to permit deferral of amounts that would have been contributed to the Employee Savings Plan but for applicable IRS limitations.

The Stock Deferral Plan was amended to:

- cease deferrals of performance share units earned in 2007 or later;
- require distribution, upon vesting, of non–vested deferred performance share units earned in 2004, 2005 and 2006; and
- require participants to elect distributions of their remaining account balances payable in a lump sum or installments upon retirement, or in a lump sum during the third quarter of 2007.

Deferred Compensation Plan balance and Stock Deferral Plan balance lump sum distribution elections, 2007 Excess Savings Plan Contribution elections and Retirement Distribution elections for NEOs are summarized in the following table:

Name (A)	Elected to Receive Deferred Compensation Plan Balances as of 12/31/06 in 3rd Quarter 2007 (B)	Elected to Receive Stock Deferral Plan Balances as of 12/31/06 in 3rd Quarter 2007 (C)	Elected to Defer into the Deferred Compensation Plan Amounts Contributed to the Exelon Corporation Employee Savings Plan in 2007 that Exceed Applicable IRS Limits (D)	Retirement Distribution Election for any Account Balance Held in the Deferred Compensation Plan or Stock Deferral Plan after the 3rd Quarter of 2007 (E)
Rowe	Yes	Yes	Yes	100% Lump Sum
Skolds	Yes	Yes	Yes	100% Lump Sum
Young	Yes	Yes	Yes	100% Lump Sum
Mehrberg	Yes	No	Yes	100% Lump Sum
Clark	Yes	Yes	Yes	100% Lump Sum

Potential Payments Upon Termination Or Change In Control

Employment Agreement With Mr. Rowe

Under the amended and restated employment agreement between Exelon and Mr. Rowe, Mr. Rowe will continue to serve as Chief Executive Officer of Exelon, Chairman of Exelon's board of directors and a member of the board of directors until March 16, 2010.

In the event Mr. Rowe's employment terminates for cause after March 16, 2006, the portion of the SERP benefit that accrues after March 16, 2006 is forfeited. Upon any termination for cause, all stock options (whether vested or non–vested) and non–vested performance shares and restricted stock will also be forfeited.

If, prior to March 16, 2010, Exelon terminates Mr. Rowe's employment for reasons other than cause, death or disability or Mr. Rowe terminates his employment for good reason, he would also be eligible for the following benefits:

- a lump sum payment of Mr. Rowe's accrued but unpaid base salary and annual incentive, if any, and a prorated formula annual incentive (determined in accordance with the following subparagraph) for the year in which his employment terminates;
- for the lesser of two years or the period remaining until March 16, 2010, continued periodic payment of base salary and continued periodic payment of a formula annual incentive equal to either the annual incentive for the last year ending prior to termination or the average of the annual incentives payable with respect to Mr. Rowe's last three full years of employment, whichever is greater;
- during the severance period, continuation of life, disability, accident, health and other active welfare benefits for him and his family, followed by post–retirement health care coverage for him and his wife for the remainder of their respective lives;
- all exercisable stock options remain exercisable until the applicable option expiration date, except that options granted on or after January 1, 2002 remain exercisable for five years, consistent with the terms of Exelon's long term incentive plan (LTIP);
- non–vested stock options become exercisable and thereafter remain exercisable until the applicable option expiration date, except that options granted on or after January 1, 2002 remain exercisable for five years, consistent with the terms of the LTIP;
- previously earned but non–vested performance shares vest and a target award for the year in which the termination occurs, consistent with the terms of the performance share award program under the LTIP; and
- any non–vested restricted stock award vests.

Mr. Rowe would receive the termination benefits described in the preceding paragraph, if, prior to March 16, 2010, Exelon terminates Mr. Rowe without cause or he terminates his employment for good reason, and

- the termination occurs within 24 months after a Change in Control of Exelon or within 18 months after a Significant Acquisition, as such terms are described under "Change in Control Employment Agreements and Severance Plan Covering Other Named Executives"; or

- Mr. Rowe resigns before March 16, 2010 because of the failure to be appointed or elected as Exelon's Chief Executive Officer, Chairman of Exelon's board of directors, and a member of the board of directors; except that:
- the formula annual incentive award payable for the year in which Mr. Rowe's employment terminates will be paid in full, rather than prorated;
- in lieu of continued periodic payment of base salary and formula annual incentive, he will receive a lump sum severance payment equal to his base salary and the formula annual incentive multiplied by the lesser of (1) three years and (2) the number of years (including fractional years) remaining until March 16, 2010;
- in determining the amount of such full formula annual incentive and lump sum severance payment, the formula annual incentive will be the greater of the amount described in the preceding paragraph or the target annual incentive for the year in which his employment terminates;
- continued active welfare benefits will be provided for the lesser of (1) three years and (2) the number of years (including fractional years) remaining until March 16, 2010;
- the SERP benefit will be determined taking into account the lump sum severance payment, as though it were paid in installments and Mr. Rowe remained employed during the severance period; and
- professional outplacement services will be provided for up to twelve months.

The term "good reason" means any material breach of the employment agreement by Exelon, including:

- a failure to provide compensation and benefits required under the employment agreement (including a reduction in base salary that is not commensurate with and applied to Exelon's other senior executives) without Mr. Rowe's consent;
- causing Mr. Rowe to report to someone other than Exelon's board of directors;
- any material adverse change in Mr. Rowe's status, responsibilities or perquisites; or
- any announcement by Exelon's board of directors without Mr. Rowe's consent that Exelon is seeking his replacement, other than with respect to the period following his retirement.

With respect to a termination of employment during the Change in Control or Significant Acquisition periods described above, the following events will constitute additional grounds for termination for good reason:

- a good faith determination by Mr. Rowe that he is substantially unable to perform, or that there has been a material reduction in, any of his duties, functions, responsibilities or authority;
- the failure of any successor to assume his employment agreement;
- a relocation of Exelon's office by more than 50 miles; or
- a 20% increase in the amount of time that Mr. Rowe must spend traveling for business outside of the Chicago area.

The term cause means any of the following, unless cured within the time period specified in the agreement:

- conviction of a felony or of a misdemeanor involving moral turpitude, fraud or dishonesty;
- willful misconduct in the performance of duties intended to personally benefit the executive; or
- material breach of the agreement (other than as a result of incapacity due to physical or mental illness).

Upon Mr. Rowe's retirement or other termination of employment other than for cause:

- Mr. Rowe is required to provide up to ten hours per week of transition services for six months and, thereafter, until the third anniversary of his termination, at Exelon's request, to provide consulting services, attend a reasonable number of civic, charitable and corporate events, and serve on mutually agreed civic and charitable boards as Exelon's representative;

- Exelon is required to provide office space, a personal secretary and reasonably requested tax, financial and estate planning services to Mr. Rowe for three years (or one year following his death);

- he will receive a prorated formula annual incentive for the year in which the termination occurs;

- all exercisable stock options remain exercisable until the applicable option expiration date, except that options granted on or after January 1, 2002 remain exercisable for five years, consistent with the terms of the LTIP;

- non-vested stock options become exercisable and thereafter remain exercisable until the applicable option expiration date, except that options granted on or after January 1, 2002 remain exercisable for five years, consistent with the terms of the LTIP;
- previously earned but non-vested performance shares vest and he will receive a target award for the year in which the termination occurs, consistent with the terms of the performance share award program under the LTIP; and
- any non-vested restricted stock award vests, unless otherwise provided in the grant instrument.

The term retirement means:

- Mr. Rowe's termination of his employment other than for good reason, disability or death;
- Exelon's termination of his employment on or after March 16, 2010 other than for cause or disability.

Mr. Rowe is subject to confidentiality restrictions and to non-competition, non-solicitation and non-disparagement restrictions continuing in effect for two years following his termination of employment. He is also eligible to receive an additional payment to cover excise taxes imposed under Section 4999 of the Internal Revenue Code on excess parachute payments or under similar state or local law. If any payment to Mr. Rowe would be subject to a penalty under Section 409A of the Internal Revenue Code, Exelon may postpone such payment by up to six months to avoid such penalty or the parties may amend the agreement to comply with Section 409A.

Change In Control Employment Agreements And Severance Plan Covering Other Named Executives

Exelon has entered into change in control employment agreements with the named executive officers other than Mr. Rowe, which generally protect such executives' position and compensation levels for two years after a change in control of Exelon. The agreements are initially effective for a period of two years, and provide for a one-year extension each year thereafter until cancellation or termination of employment.

During the 24-month period following a change in control, or during the 18-month period following another significant corporate transaction affecting the executive's business unit in which Exelon shareholders retain between 60% and $66\,^2/_3\%$ control (a significant acquisition), if a named executive officer resigns for good reason or if the executive's employment is terminated by Exelon other than for cause or disability, the executive is entitled to the following:

- the executive's target annual incentive for the year in which termination occurs;
- severance payments equal to three times the sum of (1) the executive's base salary plus (2) the higher of the executive's target annual incentive for the year of termination or the executive's average annual incentive award payments for the two years preceding the termination;
- a benefit equal to the amount payable under the supplemental executive retirement plan ("SERP") determined as if (1) the SERP benefit were fully vested, (2) the executive had three additional years of age and years of service (two years for executives who entered into such agreements after 2003) and (3) the severance pay constituted covered compensation for purposes of the SERP;
- a cash payment equal to the actuarial equivalent present value of any non-vested accrued benefit under Exelon's qualified defined benefit retirement plan;
- all stock options, performance shares or units, deferred stock units, restricted stock, or restricted share units become fully vested, and options remain exercisable until (1) the option expiration date, for options granted before January 1, 2002 or (2) the earlier of the fifth anniversary of his termination date or the option's expiration date, for options granted after that date;
- life, disability, accident, health and other welfare benefit coverage continues for three years, followed by retiree health coverage if the executive has attained at least age 50 and completed at least ten years of service (or any lesser eligibility requirement then in effect for regular employees); and
- outplacement services for at least twelve months.

The change in control benefits are also provided if the executive is terminated other than for cause or disability, or terminates for good reason (1) after a tender offer or proxy contest commences, or after Exelon enters into an agreement which, if consummated, would cause a change in control, and within one year after such termination a change in control does occur, or (2) within two years after a sale or spin-off of the executive's business unit in contemplation of a change in control that actually occurs within 60 days after such sale or spin-off (a disaggregation).

A change in control generally occurs:

- when any person acquires 20% of Exelon's voting securities;
- when the incumbent members of the Exelon board of directors (or new members nominated by a majority of incumbent directors) cease to constitute at least a majority of the members of the Exelon board of directors;
- upon consummation of a reorganization, merger or consolidation, or sale or other disposition of at least 50% of Exelon's operating assets (excluding a transaction where Exelon shareholders retain at least 60% of the voting power); or
- upon shareholder approval of a plan of complete liquidation or dissolution.

The term good reason, under the change in control employment agreements generally includes any of the following occurring within two years after a change in control or disaggregation or within 18 months after a significant acquisition:

- a material reduction in salary, incentive compensation opportunity or aggregate benefits, unless such reduction is part of a policy, program or arrangement applicable to peer executives;
- failure of a successor to assume the agreement;
- a material breach of the agreement by Exelon; or
- any of the following, but only after a change in control or disaggregation: (1) a material adverse reduction in the executive's position, duties or responsibilities (other than a change in the position or level of officer to whom the executive reports or a change that is part of a policy, program or arrangement applicable to peer executives) or (2) a required relocation by more than 50 miles.

The term cause under the change in control employment agreements generally includes any of the following:

- refusal to perform or habitual neglect in the performance of duties or responsibilities or of specific directives of the officer to whom the executive reports which are not materially inconsistent with the scope and nature of the executive's duties and responsibilities;
- willful or reckless commission of acts or omissions which have resulted in or are likely to result in a material loss or material damage to the reputation of Exelon or any of its affiliates, or that compromise the safety of any employee;
- commission of a felony or any crime involving dishonesty or moral turpitude;
- material violation of the code of business conduct which would constitute grounds for immediate termination of employment, or of any statutory or common–law duty of loyalty; or
- any breach of the executive's restrictive covenants.

Executives who have entered into change in control employment agreements will be eligible to receive an additional payment to cover excise taxes imposed under Section 4999 of the Internal Revenue Code on excess parachute payments or under similar state or local law if the after–tax amount of payments and benefits subject to these taxes exceeds 110% of the safe harbor amount that would not subject the employee to these excise taxes. If the after–tax amount, however, is less than 110% of the safe harbor amount, payments and benefits subject to these taxes would be reduced or eliminated to equal the safe harbor amount.

If a named executive officer other than Mr. Rowe resigns for good reason or is terminated by Exelon other than for cause or disability, in each case under circumstances not covered by an individual change in control employment agreement, the named executive officer may be eligible for the following non–change in control benefits under the Exelon Corporation Senior Management Severance Plan:

- prorated payment of the executive's target annual incentive for the year in which termination occurs;
- for a two–year severance period, continued payment of base salary and continued payment of annual incentive equal to the executive's target incentive for the year in which the termination occurs;
- a benefit equal to the amount payable under the SERP determined as if the severance payments were paid as ordinary base salary and annual incentive;
-

for the two–year severance period, continuation of health, basic life and other welfare benefits the executive was receiving immediately prior to the severance period, followed by retiree health coverage if the executive has attained at least age fifty and completed at least ten years of service (or any lesser eligibility requirement then in effect for non–executive employees); and

- outplacement services for at least six months.

Payments under the Senior Management Severance Plan are subject to reduction by Exelon to the extent necessary to avoid imposition of excise taxes imposed by Section 4999 of the Internal Revenue Code on excess parachute payments or under similar state or local law.

The term "good reason" under the Senior Management Severance Plan means either of the following:

- a material reduction of the executive's salary, incentive compensation opportunity or aggregate benefits unless such reduction is part of a policy, program or arrangement applicable to peer executives of Exelon or of the business unit that employs the executive; or

- a material adverse reduction in the executive's position or duties (other than a change in the position or level of officer to whom the executive reports) that is not applicable to peer executives of Exelon or of the executive's business unit, but excluding any change (1) resulting from a reorganization or realignment of all or a significant portion of the business, operations or senior management of Exelon or of the executive's business unit or (2) that generally places the executive in substantially the same level of responsibility.

The term cause under the Senior Management Severance Plan has the same meaning as the definition of such term under the individual change in control employment agreements.

Estimated Value Of Benefits To Be Received Upon Retirement

The following tables show the estimated value of payments and other benefits to be conferred upon the NEOs assuming they retired as of December 29, 2006. These payments and benefits are in addition to the present value of the accumulated benefits from each NEO's qualified and non-qualified pension plans shown in the tables within the Pension Benefit section and the aggregate balance due to each NEO that is shown in the tables within the Nonqualified Deferred Compensation section.

Name	Cash Payment	Value of Unvested Equity Awards	Perquisites and Other Benefits	Total Value of all Payments and Benefits
	Note 1	Note 2	Note 3	
(A)	(B) ($)	(C) ($)	(D) ($)	(E) ($)
Rowe	$ 1,642,000	$ 22,549,000	$ 975,000	$ 25,166,000
Skolds	476,000	6,145,000	—	6,621,000
Young	—	—	—	—
Mehrberg	392,000	5,254,000	—	5,646,000
Clark	286,000	3,742,000	—	4,028,000

1.

Under the terms of the Company's Annual Incentive Program, officers receive a pro–rated target incentive award based on the number of days worked during the year of retirement. Mr. Rowe would be entitled to a pro–rated portion of his Formula Annual Incentive as specified by his employment agreement. His Formula Annual Incentive is defined as the greater of the (i) target annual incentive for the year of termination, (ii) the actual annual incentive paid for the latest calendar year ended on or before the termination date, and (ii) the average annual incentive paid for the three years prior to the year of termination (i.e., the 2003, 2004 and 2005 actual annual incentives).

2.

The Value of Unvested Equity Awards includes the sum of previously unvested stock options, previously earned but unvested performance share units, a pro–rated target performance share unit award for the year of retirement, and, if applicable (depending upon each officer's individual restricted stock or restricted stock unit awards (if any)), the value of any unvested restricted stock or restricted stock units that may vest upon retirement. For previously unvested stock options, the value is determined by taking the spread between the closing price of Exelon stock on December 29, 2006, which was $61.89, and the exercise price of each unvested stock option grant, multiplied by the number of unvested options. If an NEO has attained age 50 with 10 or more years of service (or deemed service), his or her unvested stock options will vest upon termination of employment because he or she has satisfied the definition of retirement under the LTIP. For all performance share units and restricted shares or restricted share units, the value is based on the December 29, 2006 closing price of Exelon stock.

3.

Pursuant to his employment agreement, Mr. Rowe would be entitled to three years of office and secretarial services and three years of tax, financial and estate planning services.

Estimated Value Of Benefits To Be Received Upon Termination Due To Death Or Disability

The following tables show the estimated value of payments and other benefits to be conferred upon the NEOs assuming their employment is terminated due to death or disability as of December 29, 2006. These payments and benefits are in addition to the present value of the accumulated benefits from the NEO's qualified and non-qualified pension plans shown in the tables within the Pension Benefit section and the aggregate balance due to each NEO that is shown in tables within the Nonqualified Deferred Compensation section.

Name	Cash Payment	Value of Unvested Equity Awards	Perquisites and Other Benefits	Total Value of all Payments and Benefits
	Note 4	Note 5	Note 6	
	(B)	(C)	(D)	(E)
(A)	($)	($)	($)	($)
Rowe	$ 1,642,000	$ 22,549,000	$ 75,000	$ 24,266,000
Skolds	476,000	6,764,000	—	7,240,000
Young	385,000	4,372,000	—	4,757,000
Mehrberg	392,000	5,254,000	—	5,646,000
Clark	286,000	4,361,000	—	4,647,000

4.

Officers receive a pro-rated target annual incentive award based on the number of days worked during the year of termination. Mr. Rowe would be entitled to a pro-rated portion of his Formula Annual Incentive as specified by his employment agreement. His Formula Annual Incentive is defined as the greater of the (i) target annual incentive for the year of termination, (ii) the actual annual incentive paid for the latest calendar year ended on or before the termination date, and (ii) the average annual incentive paid for the three years prior to the year of termination (i.e., the 2003, 2004 and 2005 actual annual incentives).

5.

The Value of Unvested Equity Awards includes the sum of previously unvested stock options, previously earned but unvested performance share units, a pro-rated target performance share unit award for the year of termination, and, if applicable (depending upon each officer's individual restricted stock or restricted stock unit awards (if any)), the value of any unvested restricted stock or restricted stock units that may vest upon death or disability. For previously unvested stock options, the value is determined by taking the spread between the closing price of Exelon stock on December 29, 2006, which was $61.89, and the exercise price of each unvested stock option grant, multiplied by the number of unvested options. Under the terms of the LTIP, if an optionee terminates employment due to death or disability, all options vest upon termination. For all performance share units and restricted shares or restricted share units, the value is based on the December 29, 2006 closing price of Exelon stock.

6.

Pursuant to his employment agreement, Mr. Rowe would be entitled to three years of tax, financial and estate planning services upon termination due to disability, and his estate would receive only one year of such services upon his death.

Estimated Value Of Benefits To Be Received Upon Involuntary Separation Not Related To A Change In Control

The following tables show the estimated value of payments and other benefits to be conferred upon the NEOs assuming they were terminated as of December 29, 2006 under the terms of the Amended and Restated Senior Management Severance Plan. These payments and benefits are in addition to the present value of the accumulated benefits from the NEO's qualified and non-qualified pension plans shown in the tables within the Pension Benefit section and the aggregate balance due to each NEO that is shown in the tables within the Nonqualified Deferred Compensation section.

Name	Cash Payment	Retirement Benefit Enhancement	Value of Unvested Equity Awards	Health And Welfare Benefit Continuation	Perquisites and Other Benefits	Total Value of all Payments and Benefits
	Note 7	Note 8	Note 9	Note 10	Note 11	
	(B)	(C)	(D)	(E)	(F)	(G)
(A)	($)	($)	($)	($)	($)	($)
Rowe	$ 7,527,000	$ 1,888,000	$ 22,549,000	$ 633,000	$ 975,000	$ 33,572,000
Skolds	2,699,000	747,000	6,191,000	146,000	65,000	9,848,000
Young	2,255,000	330,000	2,384,000	100,000	40,000	5,109,000
Mehrberg	2,296,000	518,000	5,254,000	106,000	65,000	8,239,000
Clark	1,738,000	367,000	3,742,000	182,000	65,000	6,094,000

7.

The cash payment is composed of payment equal to a specified multiple of the NEO's base salary and target annual incentive, plus a pro–rated target annual incentive award based on the number of days worked in the year of termination. Mr. Rowe would be entitled to his Formula Annual Incentive as specified by his employment agreement. His Formula Annual Incentive is defined as the greater of the (i) target annual incentive for the year of termination, (ii) the actual annual incentive paid for the latest calendar year ended on or before the termination date, and (ii) the average annual incentive paid for the three years prior to the year of termination (i.e., the 2003, 2004 and 2005 actual annual incentives). For all officers the multiple used for base salary and annual incentive is 2.

8.

The retirement benefit enhancement consists of a one–time lump sum payment based on the actuarial present value of a benefit under the non–qualified pension plan assuming that the benefit was fully vested, the NEO had two additional years of age and two additional years of service, and the severance pay constituted covered compensation for purposes of the non–qualified pension plan. For non–grandfathered executives who are not a part of senior executive management, the severance period is 15 months. In addition, a cash payment will be made in an amount equal to the actuarial present value of any non–vested accrued benefit under Exelon's qualified pension plan.

9.

The Value of Unvested Equity Awards includes the sum of previously unvested stock options, previously earned, but unvested performance share units, a pro–rated target performance share unit award for the year of involuntary separation not related to a change in control, and, if applicable (depending upon each officer's individual restricted stock or restricted stock unit awards (if any), and the value of any unvested restricted stock that may vest upon involuntary separation not related to a change in control. For previously unvested stock options, the value is determined by taking the spread between the closing price of Exelon stock on December 29, 2006, which was $61.89, and the exercise price of each unvested stock option grant, multiplied by the number of unvested options. If an NEO has attained age 50 with 10 or more years of service (or certain deemed service), his or her unvested stock options will vest upon termination of employment because he or she has satisfied the definition of retirement under the LTIP. For all performance shares or restricted shares, the value is based on the December 29, 2006 closing price of Exelon stock.

10.

Estimated costs of heath care, life insurance, and long–term disability coverage that continue during the severance period. For Mr. Rowe, health care, life insurance, and long–term disability coverage will continue for two years.

11.

Financial counseling and outplacement services are available for 12 months to executives who have attained age 50 with 10 years or more of service (or deemed service). Upon a termination of Mr. Rowe's employment due to the company's failure to appoint or elect him as CEO, Chairman of the Board of Directors and a member of the Board, his benefits are those described under the heading "Estimated Value of Benefits to be Received Upon a Qualifying Termination following a Change in Control", Mr. Rowe would be entitled to three years of office and secretarial services and three years of tax, financial and estate planning services.

Estimated Value Of Benefits To Be Received Upon A Qualifying Termination Following A Change In Control

The following tables show the estimated value of payments and other benefits to be conferred upon the NEOs assuming they were terminated upon a qualifying change in control as of December 31, 2006. The company has entered into Change in Control agreements with all of the NEOs. These payments and benefits are in addition to the present value of accumulated benefits from the NEO's qualified and non–qualified pension plans shown in the tables within the Pension Benefit section and the aggregate balance due to each NEO that is shown in tables within the Nonqualified Deferred Compensation section.

Name (A)	Cash Payment Note 12 (B) ($)	Retirement Benefit Enhancement Note 13 (C) ($)	Value of Unvested Equity Awards Note 14 (D) ($)	Health and Welfare Benefit Continuation Note 15 (E) ($)	Perquisites and Other Benefits Note 16 (F) ($)	Excise Tax Gross–up Payment or Scale–back Note 17 (G) ($)	Total Value of all Payments and Benefits (H) ($)
Rowe	$ 10,469,000	$ 2,558,000	$ 22,549,000	$ 949,000	$ 1,015,000	Not Required	$ 37,540,000
Skolds	3,839,000	1,041,000	6,764,000	220,000	40,000	Not Required	11,904,000
Young	3,503,000	342,000	4,372,000	150,000	40,000	$ 1,808,000	10,215,000
Mehrberg	3,453,000	911,000	5,254,000	160,000	40,000	Not Required	9,818,000
Clark	2,531,000	454,000	4,980,000	273,000	40,000	Not Required	8,278,000

12.

Cash payment includes a severance payment and the NEO's target annual incentive award for the year of termination. For Mr. Rowe, the severance payment is equal to three times his current base salary and his Formula Annual Incentive. His Formula Annual Incentive is defined as the greater of the (i) target annual incentive for the year of termination, (ii) the actual annual incentive paid for the latest calendar year ended on or before the termination date, and (ii) the average annual incentive paid for the three years prior to the year of termination (i.e., the 2003, 2004 and 2005 actual annual incentives). For all other NEOs the severance payment is equal to three times the NEO's current base salary and severance incentive.

13.

The retirement benefit enhancement consists of a one–time lump sum payment based on the actuarial present value of a benefit under the non–qualified pension plan assuming that the benefit was fully vested, the NEO had three additional years of age and three additional years of service, and the severance pay constituted covered compensation for purposes of the non–qualified pension plan. For non–grandfathered executives who are not a part of senior executive management, the severance period is 24 months. In addition, a cash payment will be made in an amount equal to the actuarial present value of any non–vested accrued benefit under Exelon's qualified pension plan.

14.

The Value of Unvested Equity Awards includes the sum of previously unvested stock options, previously earned, but unvested performance share units, a pro–rated target performance share unit award for the year of termination following a change in control, and, if applicable (depending upon each officer's individual restricted stock or restricted stock unit awards (if any), and the value of any unvested restricted stock or restricted stock units that may vest upon termination following a change in control. For previously unvested stock options, the value is determined by taking the spread between the closing price of Exelon stock on December 29, 2006, which was $61.89, and the exercise price of each unvested stock option grant multiplied by the number of unvested options. All unvested stock options will vest upon termination of employment due to a change in control. For all performance share units and restricted shares or restricted stock units, the value is based on the December 29, 2006 closing price of Exelon stock.

15.

Estimated costs of heath care, life insurance, and long–term disability coverage that continue during the severance period.

16.

Outplacement services are also available for 12 months to all NEOs. Mr. Rowe would also be entitled to three years of office and secretarial services and three years of tax, financial and estate planning services.

17.

Represents the estimated value of the required excise tax gross–up payment or scaleback. All of the NEOs are entitled to an excise tax gross–up payment under their change–in–control employment agreements if the present value of their parachute payments exceed the amount permitted by the IRS by more than 10% and would be subject to the excise tax under Section 4999 of the Internal Revenue Code. If their payments exceed the threshold by less than 10%, their parachute payments are scaled back to the greatest amount payable that would not trigger the excise tax. Pursuant to Section 8.5 of his employment agreement, Mr. Rowe is entitled to an excise tax gross–up payment if any payment or benefit received from Exelon is subject to any excise tax under Section 4999 of the Internal Revenue Code.

Exelon Corporation
P.O. Box 805398
Chicago, IL 60680-5398
www.exeloncorp.com

Exelon.

Exelon.

Annual Meeting Admission Ticket

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DESIGNATION (IF ANY)
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Electronic Voting Instructions

You can vote by internet or telephone!

Available 24 hours a day, 7 days a week!

Instead of mailing your proxy, you may choose one of the two voting methods outlined below to vote your proxy.

VALIDATION DETAILS ARE LOCATED BELOW IN THE TITLE BAR.

Proxies submitted by the Internet or telephone must be received by 11:59 p.m., Eastern Time, on May 7, 2007.

Vote by Internet

- Log on to the Internet and go to **www.Investorvote.com**
- Follow the steps outlined on the secured website.

Vote by telephone

- Call toll free 1-800-852-VOTE (8683) within the United States, Canada & Puerto Rico any time on a touch tone telephone. There is **NO CHARGE** to you for the call.
- Follow the instructions provided by the recorded message.

Using a black ink pen, mark your votes with an X as shown in this example. Please do not write outside the designated areas. ☒

Annual Meeting Proxy Card

123456 C0123456789 12345

V IF YOU HAVE NOT VOTED VIA THE INTERNET OR TELEPHONE, FOLD ALONG THE PERFORATION, DETACH AND RETURN THE BOTTOM PORTION IN THE ENCLOSED ENVELOPE. V

A Proposals — The Board of Directors recommends a vote FOR Proposals 1 - 3 and AGAINST Proposal 4.

1. Election of Directors:

	For	Against	Abstain		For	Against	Abstain		For	Against	Abstain
01 -Mr. Nicholas DeBenedictis	☐	☐	☐	02 -Ms. Sue L. Gin	☐	☐	☐	03 -Mr. William C. Richardson, Ph.D.	☐	☐	☐
04 -Mr. Thomas J. Ridge	☐	☐	☐	05 -Mr. Don Thompson	☐	☐	☐	06 -Mr. Stephen D. Steinour	☐	☐	☐

+

		For	Against	Abstain			For	Against	Abstain
2.	Ratification of Independent Account	☐	☐	☐	3.	Amendment to Articles of Incorporation to allow for the annual election of all directors beginning in 2008	☐	☐	☐
4.	Shareholder proposal to require shareholder approval of future executive severance benefits	☐	☐	☐					

B Non-Voting Items

Change of Address- Please print your new address below.

Comments- Please print your comments below.

Meeting Attendance
Mark the box to the right if you plan to attend the Annual Meeting. ☐

C Authorized Signatures - This section must be completed for your vote to be counted. - Date and Sign Below

NOTE: Please sign this proxy exactly as name appears hereon. When shares are held by joint tenants, both should sign. When signing as attorney, administrator, trustee or guardian, please give full title as such.

Date (mm/dd/yyyy) — Please print date below | Signature 1—Please keep signature within the box. | Signature 2—Please keep signature within the box.

/ /

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ADMISSION TICKET

If you wish to attend the annual meeting please detach and bring this ticket along with a photo I.D. and upon arrival present them at the Shareholder Registration table.

Exelon Corporation
Annual Meeting of Shareholders
May 8, 2007 9:30 A.M. Local Time
PECO Energy Company Headquarters
2301 Market Street
Philadelphia, Pennsylvania

DO NOT MARK IN THIS AREA

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D&O	☐	REL	☐
NA	☐		

NUMBER ADMITTED

THIS TICKET IS NOT TRANSFERRABLE

V IF YOU HAVE NOT VOTED VIA THE INTERNET OR TELEPHONE, FOLD ALONG THE PERFORATION, DETACH AND RETURN THE BOTTON PORTION IN THE ENCLOSED ENVELOPE. V

Exelon.

PROXY—EXELON CORPORATION

2007 COMMON STOCK PROXY

This proxy is solicited on behalf of the board of directors
for the Annual Meeting of Shareholders to be held on
Tuesday, May 8, 2007 9:30 A.M. Local Time
PECO Energy Headquarters
2301 Market Street
Philadelphia, Pennsylvania

RANDALL E. MEHRBERG and KATHERINE K. COMBS, or either of them with power of substitution, are hereby appointed proxies to vote as specified all shares of Common Stock which the shareholder(s) named on the reverse side is entitled to vote at the above annual meeting or at any adjournment thereof, and in their discretion to vote upon all other matters as may properly be brought before the meeting.

Computershare Trust Company, N.A., as custodian under the Dividend Reinvestment and Employee Stock Purchase Plan, and Exelon Corporation, as custodian for the 401(k) Employee Savings Plan, are hereby authorized to execute a proxy with identical instructions for any shares of common stock held for the benefit of shareholder(s) named on the reverse side.

PLEASE SIGN AND DATE ON THE REVERSE SIDE AND MAIL PROMPTLY IN THE ENCLOSED POSTAGE PAID ENVELOPE OR OTHERWISE TO P.O. BOX 8647, EDISON, NEW JERSEY, 08818-8647

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