

**Commonwealth Edison Company**  
Wages and Salaries Allocator  
2010 Actual  
(In Dollars)

Line No.	Description	2010		Percentage of		Wages & Salaries		Percentage of Total Excluding A&G (D)
		Operating Expense Wages & Salaries (1)	Operating Expense Wages & Salaries (1)	Total 2010 Operating Expense Wages & Salaries (1)	Total 2010 Operating Expense Wages & Salaries (1)	Adjusted To Exclude A&G (C)	Adjusted To Exclude A&G (C)	
1	Transmission	\$ 27,293,223	9.35%	\$ 27,293,223	10.78%			
2	Distribution	127,853,906	43.80%	127,853,906	50.50%			
3	Customer Accounts	94,319,405	32.31%	94,319,405	37.26%			
4	Customer Service	3,689,895	1.26%	3,689,895	1.46%			
5	Sales	-	0.00%	-	-			
6	A&G	38,747,181	13.27%	-	-			
7	Total	\$ 291,903,610	100.0%	\$ 253,156,429	100.0%			
8	Applicable to Delivery Services							<u>89.22%</u>

Note:

(1) Per 2010 FERC Form 1, Page 354. Excludes production component because production costs are recovered in Rider PE. Production associated costs are excluded from jurisdictional Operations and Maintenance expenses under the SAC adjustment. See WPC-1a, Lines 14 and 15.

**Commonwealth Edison Company**  
**2010 Net Plant Allocator Excluding Projected Plant Additions**  
(In Thousands)

Line No.	Description (A)	Adjusted 2010 Gross Plant (1) (B)	Adjusted 2010 Accumulated Depreciation & Amortization (2) (C)	Net Plant (D)	Net Plant Percentages (E)
1	Transmission	\$ 3,504,553	\$ (1,108,503)	\$ 2,396,050	21.58%
2	Distribution & Customer	14,434,670	(5,725,402)	8,709,268	78.42%
3	Total	<u>\$ 17,939,223</u>	<u>\$ (6,833,905)</u>	<u>\$ 11,105,318</u>	<u>100.0%</u>

Notes:

(1) Per Page 3, Column D.

(2) Per Page 4, Column E.

**Commonwealth Edison Company**  
**2010 Gross Plant Excluding Projected Plant Additions**  
(In Thousands)

Line No.	Description (A)	Transmission &	Assignment of	Adjusted Gross Plant (D)
		Distribution Plant (1) (B)	General & Intangible Plant by Function (2) (C)	
1	Transmission	\$ 3,100,249	\$ 404,304	\$ 3,504,553
2	Distribution & Customer	13,082,994	1,351,676	14,434,670
3	General Plant	1,339,352	(1,339,352)	-
4	Intangible Plant	416,628	(416,628)	-
5	Total	<u>\$ 17,939,223</u>	<u>\$ -</u>	<u>\$ 17,939,223</u>

Notes:

(1) From Schedule B-5, Page 1.

(2) From WPB-1, Page 1:

- Transmission, Line 2, Column E
- Distribution, Lines 3 + 4, Column E
- General Plant, Line 5, Columns B + C
- Intangible Plant, Line 5, Column D

**Commonwealth Edison Company**  
**2010 Accumulated Depreciation and Amortization Excluding Projected Plant Additions**  
(In Thousands)

Line No.	Description (A)	2010 Excluding Projected Plant Additions Accumulated Depreciation & Transmission & Distribution Plant (1) (B)	Accumulated Depreciation & Amortization General & Intangible Plant (2) (C)	Assignment of General & Intangible Plant by Function (3) (D)	Adjusted Accumulated Depreciation & Amortization (E)
1	Transmission	\$ (933,837)	\$ -	\$ (174,666)	\$ (1,108,503)
2	Distribution & Customer	(5,128,456)	-	(596,946)	(5,725,402)
3	General Plant	-	(498,155)	498,155	-
4	Intangible Plant	-	(273,457)	273,457	-
5	Total	<u>\$ (6,062,293)</u>	<u>\$ (771,612)</u>	<u>\$ -</u>	<u>\$ (6,833,905)</u>

Notes:

- (1) From Schedule B-6, Page 1, Line 7.
- (2) General Plant from WPB-1, Page 1, Line 11, Column B + C.  
Intangible Plant from WPB-1, Page 1, Line 11, Column D.
- (3) Transmission from WPB-1, Page 1, Line 8, Column E.  
Distribution and Customer from WPB-1, Page 1, Lines 9 + 10, Column E.

**Commonwealth Edison Company**  
**Delivery Services Revenue Allocator**  
(In Thousands)

Line No.	Description (A)	Amount (B)
1	Delivery Services 2010 Revenue	\$ 1,981,806 (1)
2	Revenues To Ultimate Consumers	\$ 5,682,744 (2)
3	Delivery Services 2010 Revenue	
4	As A Percent of 2010 Ultimate Consumer Revenues	<u>34.87%</u>

Notes:

- (1) This amount is extracted from ComEd's general ledger system by FERC Account and product codes unique to distribution revenue. This presentation is consistent with the ICC Form 21 Annual Report and represents revenues before any reductions for revenues subject to refund.
- (2) Per 2010 FERC Form 1, Page 300, Line 10.

**Commonwealth Edison Company**  
Easement Allocator  
As of 12/31/2010  
(In Thousands)

Line No.	Utility Account (A)	Balance (B)	% (C)
1	Distribution Limited Term Easments	\$ 24	
2	Distribution Easements - HVD	9,917	
3	Distribution Easements	4,940	
4	Sub Total Distribution	<u>\$ 14,880</u>	20.60%
5	Transmission Limited Term Easments	\$ 413	
6	Transmission Easements	56,944	
7	Sub Total Transmission	<u>\$ 57,357</u>	79.40%
8	Total	<u><u>\$ 72,237</u></u>	<u><u>100.00%</u></u>

**Commonwealth Edison Company**  
Summary of General and Intangible Plant Allocated between DST and Non-DST Functions  
As of December 31, 2010  
(In Dollars)

Line No.	Description (A)	General Plant (1) (B)	Intangible Plant (C)	Total General & Intangible Plant Allocated (D)
1	Gross Plant			
2	Non-DST (2)	\$ 359,391,489	\$ 44,912,489	\$ 404,303,978
3	DST (3)	979,960,852	371,715,438	1,351,676,290
4	Total Gross Plant	<u>1,339,352,341</u>	<u>416,627,927</u>	<u>\$ 1,755,980,268</u>
5	Accumulated Depreciation/Amortization			
6	Non-DST (2)	\$ (145,187,279)	\$ (29,478,703)	\$ (174,665,982)
7	DST (3)	(352,967,440)	(243,978,660)	(596,946,100)
8	Total Accum. Depreciation/Amortization	<u>(498,154,719)</u>	<u>(273,457,363)</u>	<u>(771,612,082)</u>
9	Net Plant	<u>\$ 841,197,622</u>	<u>\$ 143,170,564</u>	<u>\$ 984,368,186</u>

Note:

- (1) Excludes Account 399.1, General Plant Asset Retirement Costs, and related Accumulated Depreciation.
- (2) Non-DST represents General and Intangible Plant and Accumulated Depreciation/Amortization allocated to Transmission functions on WPB-1 Pages 2 - 9.
- (3) DST represents General and Intangible Plant and Accumulated Depreciation/Amortization allocated to Distribution and Customer functions on WPB-1 Pages 2 - 9.

**Commonwealth Edison Company**

Depreciable General Plant and  
Related Accumulated Depreciation  
Allocated to ComEd Functions  
2010 - Actual  
(In Dollars)

Line No.	ComEd Depreciable General Plant (1) (A)	Account (B)	As of December 31, 2010			Allocation Basis (F)	Percentage Allocation to Function		
			Gross Plant (C)	Depreciation (D)	Net Plant (E)		Transmission (G)	Distribution (H)	Customer (I)
				Accumulated					
1	General Plant Land in Fee	389.0	8,631,709	-	8,631,709	Wages and Salaries	10.78%	50.50%	38.72%
2	General Plant Structures & Impr (1)	390.0	248,719,782	(24,182,873)	224,536,909	Wages and Salaries	10.78%	50.50%	38.72%
3	General Plant Office Furniture & Equip	391.X	81,403,134	(39,553,382)	41,849,752	Wages and Salaries	10.78%	50.50%	38.72%
4	General Plant Transportation Equipment	392.0	208,252,711	(90,469,479)	117,783,232	Wages and Salaries	10.78%	50.50%	38.72%
5	General Plant Stores Equipment	393.0	4,147,424	(1,978,760)	2,168,664	Wages and Salaries	10.78%	50.50%	38.72%
6	General Plant Tools, Shop	394.0	138,105,548	(56,789,140)	81,316,408	Wages and Salaries	10.78%	89.22%	0.00%
7	General Plant Lab Equipment	395.0	6,474,099	(5,607,424)	866,675	Wages and Salaries	10.78%	89.22%	0.00%
8	General Plant Power Operated Equip	396.0	4,848,569	(1,445,772)	3,402,797	Wages and Salaries	10.78%	89.22%	0.00%
9	General Plant Communications Equip	397.0	605,660,023	(257,707,607)	347,952,416	Location of Equipment	46.28%	53.72%	0.00%
10	General Plant Miscellaneous Equipment	398.0	3,011,434	(1,498,045)	1,513,389	Wages and Salaries	10.78%	50.50%	38.72%
11	General Plant Other Tangible Equipment	399.0	-	-	-	Wages and Salaries	10.78%	50.50%	38.72%
12	General Plant Asset Retirement (2)	399.1	-	-	-	Wages and Salaries	10.78%	50.50%	38.72%
13	Removal and Salvage Work In Progress		-	1,322,759	1,322,759	Wages and Salaries	10.78%	89.22%	0.00%
14	Total Depreciable General Plant		1,309,254,433	(477,909,724)	831,344,709				

Notes:

- (1) Excludes cost of leasehold improvements, which are amortized (see WPB-1, Pages 4 - 5).
- (2) Account 399.1 has been excluded from rate base because removal costs are recovered through the depreciation rate.

**Commonwealth Edison Company**

Depreciable General Plant and  
Related Accumulated Depreciation  
Allocated to ComEd Functions  
2010 - Actual  
(In Dollars)

Line No.	ComEd Depreciable General Plant (1) (A)	Account (B)	Allocation Of Gross Plant			Allocation Of Accumulated Depreciation		
			Transmission (C)	Distribution (D)	Customer (E)	Transmission (F)	Distribution (G)	Customer (H)
1	General Plant Land in Fee	389.0	930,498	4,359,013	3,342,198	-	-	-
2	General Plant Structures & Impr (1)	390.0	26,811,992	125,603,490	96,304,300	(2,606,914)	(12,212,351)	(9,363,609)
3	General Plant Office Furniture & Equip	391.X	8,775,258	41,108,583	31,519,293	(4,263,855)	(19,974,458)	(15,315,069)
4	General Plant Transportation Equipment	392.0	22,449,642	105,167,619	80,635,450	(9,752,610)	(45,687,087)	(35,029,782)
5	General Plant Stores Equipment	393.0	447,092	2,094,449	1,605,883	(213,310)	(999,274)	(766,176)
6	General Plant Tools, Shop	394.0	14,887,778	123,217,770	-	(6,121,869)	(50,667,271)	-
7	General Plant Lab Equipment	395.0	697,908	5,776,191	-	(604,480)	(5,002,944)	-
8	General Plant Power Operated Equip	396.0	522,676	4,325,893	-	(155,854)	(1,289,918)	-
9	General Plant Communications Equip	397.0	280,299,459	325,360,564	-	(119,267,081)	(138,440,527)	-
10	General Plant Miscellaneous Equipment	398.0	324,633	1,520,774	1,166,027	(161,489)	(756,513)	(580,043)
11	General Plant Other Tangible Equipment	399.0	-	-	-	-	-	-
12	General Plant Asset Retirement (2)	399.1	-	-	-	-	-	-
13	Removal and Salvage Work In Progress		-	-	-	142,593	1,180,166	-
14	Total Depreciable General Plant		356,146,936	738,534,346	214,573,151	(143,004,869)	(273,850,177)	(61,054,679)

Notes:

- (1) Excludes cost of leasehold improvements, which are amortized (see WPB-1, Pages 4-5).
- (2) Account 399.0 has been excluded from rate base because removal costs are recovered through the depreciation rate.

**Commonwealth Edison Company**  
Allocation of Plant and Accumulated Amortization  
Related to Amortizable General Plant to  
ComEd Functions  
2010 - Actual  
(In Dollars)

Line No.	ComEd Amortizable General Plant (A)	As of December 31, 2010			Percentage Allocation to Function (1)		
		Gross Plant (1) (B)	Accumulated Amortization (1) (C)	Net Plant (D)	Transmission (E)	Distribution (F)	Customer (G)
1	Leasehold Improvements - Acct. 390:						
2	Two Lincoln Centre	\$ 5,590,368	\$ (2,756,866)	\$ 2,833,502	10.78%	50.50%	38.72%
3	Three Lincoln Centre	9,774,902	(5,147,686)	4,627,216	10.78%	50.50%	38.72%
4	Customer Care Center	4,314,871	(3,359,358)	955,513	10.78%	0.00%	89.22%
5	Belvidere	188,700	(145,420)	43,280	10.78%	89.22%	0.00%
6	Channahon	87,189	(62,034)	25,155	10.78%	50.50%	38.72%
7	Chicago Loop Tech	323,745	(98,622)	225,123	10.78%	89.22%	0.00%
8	Harvard	14,121	(14,121)	-	10.78%	89.22%	0.00%
9	Libertyville	3,992,945	(3,043,248)	949,697	10.78%	50.50%	38.72%
10	Melrose Park Training Bldg.	1,000,347	(995,442)	4,905	10.78%	89.22%	0.00%
11	One Financial Place	4,265,344	(4,106,879)	158,465	10.78%	50.50%	38.72%
12	Pontiac	222,451	(222,451)	-	10.78%	89.22%	0.00%
13	Sandwich	1,732	(1,732)	-	10.78%	89.22%	0.00%
14	Sterling	263,092	(263,092)	-	10.78%	89.22%	0.00%
15	Woodstock	58,101	(28,041)	30,060	10.78%	50.50%	38.72%
16	Total Amortizable General Plant	\$ 30,097,908	\$ (20,244,992)	\$ 9,852,916			

Note:  
(1) Allocation basis: Wages and Salaries allocator.

**Commonwealth Edison Company**

Allocation of Plant and Accumulated Amortization  
Related to Amortizable General Plant to  
ComEd Functions  
2010 - Actual  
(In Dollars)

Line No.	ComEd Amortizable General Plant (A)	Allocation of Gross Plant			Amortizable General Plant		
		Transmission (B)	Distribution (C)	Customer (D)	Transmission (E)	Distribution (F)	Customer (G)
1	Leasehold Improvements - Acct. 390:						
2	Two Lincoln Centre	\$ 602,642	\$ 2,823,136	\$ 2,164,590	\$ (297,190)	\$ (1,392,217)	\$ (1,067,460)
3	Three Lincoln Centre	1,053,734	4,936,326	3,784,842	(554,921)	(2,599,581)	(1,993,184)
4	Customer Care Center	465,143	-	3,849,728	(362,139)	-	(2,997,219)
5	Belvidere	20,342	168,358	-	(15,676)	(129,744)	-
6	Channahon	9,399	44,030	33,760	(6,687)	(31,327)	(24,020)
7	Chicago Loop Tech	34,900	288,845	-	(10,631)	(87,991)	-
8	Harvard	1,522	12,599	-	(1,522)	(12,599)	-
9	Libertyville	430,439	2,016,437	1,546,068	(328,062)	(1,536,840)	(1,178,346)
10	Melrose Park Training Bldg.	107,837	892,510	-	(107,309)	(888,133)	-
11	One Financial Place	459,804	2,153,999	1,651,541	(442,722)	(2,073,974)	(1,590,184)
12	Pontiac	23,980	198,471	-	(23,980)	(198,471)	-
13	Sandwich	187	1,545	-	(187)	(1,545)	-
14	Sterling	28,361	234,731	-	(28,361)	(234,731)	-
15	Woodstock	6,263	29,342	22,497	(3,023)	(14,161)	(10,857)
16	Total Amortizable General Plant	\$ 3,244,553	\$ 13,800,329	\$ 13,053,026	\$ (2,182,410)	\$ (9,201,314)	\$ (8,861,270)

**Commonwealth Edison Company**  
Allocation of Intangible Plant and Limited Term Easements  
2010 - Actual  
(In Dollars)

Line No.	ComEd Intangible Plant (A)	As of December 31, 2010			Net Plant (E)
		Account (B)	Gross Plant (C)	Accumulated Amortization (D)	
1	Intangible-Non-Depreciable	301.000	\$ 80,375	\$ -	\$ 80,375
2	Intangible - Software:				
3	CEGIS Design Tool	303.000	3,399,290	(2,513,972)	885,318
4	CIMS Software	303.000	145,060,697	(98,547,592)	46,513,104
5	Mobile Data Software	303.000	32,890,180	(15,175,257)	17,714,923
6	Passport Software	303.000	35,993,666	(35,993,666)	-
7	PowerPath Software	303.000	65,114,233	(65,114,233)	-
8	PowerTools Software	303.000	36,178,587	(26,055,716)	10,122,871
9	Miscellaneous Software	303.000	97,910,905	(29,887,166)	68,023,738
10	Total ComEd Intangible Plant (1)		\$ 416,627,932	\$ (273,287,602)	\$ 143,340,329
11	Limited Term Easements - Transmission	350.000	\$ 412,767	\$ (168,546)	\$ 244,220
12	Limited Term Easements - Distribution	360.000	\$ 24,286	\$ (1,215)	\$ 23,071
13	(amortization included in Account 111)				

Note:  
(1) Gross plant balance from FERC Form 1, Page 205, Line 5, Column g.

**Commonwealth Edison Company**  
Allocation of Intangible Plant and Limited Term Easements  
2010 - Actual  
(In Dollars)

Line No.	ComEd Intangible Plant (A)	Allocation Basis (2) (B)	Percentage Allocation to Function	
			Transmission Distribution (C)	Customer (E)
1	Intangible-Non-Depreciable (Organization Costs)	Wages and Salaries	10.78%	38.72%
2	Intangible - Software:			
3	CEGIS Design Tool	Wages and Salaries	10.78%	0.00%
4	CIMS Software	Wages and Salaries	10.78%	89.22%
5	Mobile Data Software	Wages and Salaries	10.78%	0.00%
6	Passport Software	Wages and Salaries	10.78%	0.00%
7	PowerPath Software	Wages and Salaries	10.78%	38.72%
8	Powertools Software	Wages and Salaries	10.78%	0.00%
9	Miscellaneous Software	Wages and Salaries	10.78%	38.72%
10	Limited Term Easements - Transmission	Wages and Salaries	10.78%	38.72%
11	Limited Term Easements - Distribution	Wages and Salaries	50.50%	38.72%
12	(amortization included in Account 111)		50.50%	38.72%

**Commonwealth Edison Company**  
Allocation of Intangible Plant and Limited Term Easements  
2010 - Actual  
(In Dollars)

Line No.	ComEd Intangible Plant (A)	Allocation of Gross Plant (1)		
		Transmission (B)	Distribution (C)	Customer (D)
1	Intangible-Non-Depreciable	\$ 8,664	\$ 40,589	\$ 31,121
2	Intangible - Software:			
3	CEGIS Design Tool	366,443	3,032,846	-
4	CIMS Software	15,637,543	-	129,423,153
5	Mobile Data Software	3,545,561	29,344,618	-
6	Passport Software	3,880,117	32,113,549	-
7	PowerPath Software	7,019,314	32,882,687	25,212,231
8	PowerTools Software	3,900,052	32,278,535	-
9	Miscellaneous Software	10,554,795	49,445,007	37,911,102
10	Total ComEd Intangible Plant	\$ 44,912,489	\$ 179,137,831	\$ 192,577,607
11	Limited Term Easements - Transmission	\$ 44,496	\$ 208,447	\$ 159,823
12	Limited Term Easements - Distribution	\$ 2,618	\$ 12,265	\$ 9,404
13	(amortization included in Account 111)			

Note:  
(1) Allocation Percentage on WPB-1, Page 7 Columns [C], (D), and (E)

**Commonwealth Edison Company**  
Allocation of Intangible Plant and Limited Term Easements  
Related To Intangible Plant  
2010 - Actual  
(In Dollars)

Line No.	ComEd Intangible Plant (A)	Allocation of Accumulated Amortization (1)		
		Transmission (B)	Distribution (C)	Customer (D)
1	Intangible-Non-Depreciable	\$ -	\$ -	\$ -
2	Intangible - Software			
3	CEGIS Design Tool	(271,006)	(2,242,966)	-
4	CIMS Software	(10,623,430)	-	(87,924,162)
5	Mobile Data Software	(1,635,893)	(13,539,364)	-
6	Passport Software	(3,880,117)	(32,113,549)	-
7	PowerPath Software	(7,019,314)	(32,882,687)	(25,212,231)
8	Powertools Software	(2,808,806)	(23,246,910)	-
9	Miscellaneous Software	(3,221,837)	(15,093,019)	(11,572,311)
10	Total Intangible Plant Accumulated Amortization	<u>\$ (29,460,403)</u>	<u>\$ (119,118,495)</u>	<u>\$ (124,708,704)</u>
11	Limited Term Easements - Transmission	\$ (18,169)	\$ (85,116)	\$ (65,261)
12	Limited Term Easements - Distribution	\$ (131)	\$ (614)	\$ (470)
13	(amortization included in Account 111)			

Note:  
(1) Allocation Percentages on WPB-1, Page 7.

**Commonwealth Edison Company**  
**2011 Projected Plant Additions**  
(In Dollars)

Category	January 2011 - December 2011 Total Plant Additions	January 2011 - December 2011 Jurisdictional Plant Additions	January 2011 - December 2011 Jurisdictional Removal Costs
<b><u>Distribution Plant</u></b>			
Back Office	\$ 461,851	\$ 461,851	\$ 14,437
Capital Management Challenge (1)	(29,861,274)	(29,861,274)	(1,838,592)
Capacity Expansion	59,291,096	59,291,096	1,280,350
Corrective Maintenance	191,997,764	191,997,762	18,605,663
Facility Relocation	71,941,631	71,941,634	8,597,073
New Business	127,133,121	127,133,118	3,687,541
System Performance	113,010,421	113,010,421	7,909,938
Capitalized Overheads	28,412,456	28,412,456	1,749,387
Customer Operations	13,848,882	13,848,882	247,852
<b>Distribution Plant Total</b>	<b>\$ 576,235,948</b>	<b>\$ 576,235,946</b>	<b>\$ 40,253,649</b>
<b><u>General and Intangible Plant</u></b>			
Administrative & General	\$ 12,569,704	\$ 11,214,690	\$ 655,168
Capitalized Overheads	3,144,437	2,805,467	78,023
Tools	4,645,319	4,144,554	255,128
Vehicles	26,590,000	23,723,598	-
Customer Operations (2)	4,920,987	4,344,489	52,648
Functional / BSC	16,010,483	14,284,552	-
Real Estate	9,180,391	8,190,746	132,538
IT Projects\Intangible Plant	30,634,537	27,332,136	39,011
Corrective Maintenance	1,068,025	952,679	80,717
System Performance	807,629	720,567	-
Other General Plant (3)	11,747,295	10,481,087	421,538
<b>General and Intangible Plant Total</b>	<b>\$ 121,318,808</b>	<b>\$ 108,194,565</b>	<b>\$ 1,714,770</b>
<b>Overall Total</b>	<b>697,554,756</b>	<b>684,430,511</b>	<b>41,968,420</b>

Note:

- (1) Capital Management Challenge is a target for reductions in capital spending.
- (2) Includes \$129,000 of communications equipment additions and \$2,000 in removal spend for communication equipment (total before jurisdictional) in ITN 46075.
- (3) Includes Security, Regulatory Programs Capital, General Company Activities, and Tech Center Environmental Support

**Commonwealth Edison Company**  
2011 Projected Plant Additions  
(In Dollars)

Functional Class	Blanket/ Unique	Category	ITN	ITNName	Total	Juris %	Jurisdictional Amount
Distribution	Blanket	Back Office	10104	10104: Back Office: ComEd: Electric	41,032	100.00%	41,032
Distribution	Blanket	Back Office	10105	10105: Department: ComEd	13	100.00%	13
Distribution	Blanket	Back Office	14684	14684 - Training West - Capital Dept Costs	265,376	100.00%	265,376
Distribution	Project	Back Office	43776	CWD/RPC Move to OCC	155,430	100.00%	155,430
<b>Back Office Total</b>					<b>461,851</b>		<b>461,851</b>
Distribution	Project	Capacity Expansion	11606	11606: Direct Support: Cap Exp: ComEd: Electric	2,044,601	100.00%	2,044,601
Distribution	Project	Capacity Expansion	11613	11613: AFUDC: ComED: Cap Exp: Electric	41,649	100.00%	41,649
Distribution	Project	Capacity Expansion	14235	14235: TDC570 Elgin - Relieve conduit thermal load	1,610,813	100.00%	1,610,813
Distribution	Project	Capacity Expansion	16542	16542 Projects between \$100k & \$5M	23,309,133	100.00%	23,309,133
Distribution	Project	Capacity Expansion	23622	23622 - Dearborn 12kV Feeder Ties	8,979,819	100.00%	8,979,819
Distribution	Blanket	Capacity Expansion	29335	29335 Cap Exp Baseline Work	10,785,097	100.00%	10,785,097
Distribution	Project	Capacity Expansion	38455	38455: 5P091001-Easements 12kV fdrs TDC510 Rutland	135,487	100.00%	135,487
Distribution	Project	Capacity Expansion	45190	45190: 1P110401 - Relieve overload on 1/0 cable for 038Y240	162,686	100.00%	162,686
Distribution	Project	Capacity Expansion	45223	45223: 1P110402 - Replace 1/0 cable on X3133	138,495	100.00%	138,495
Distribution	Project	Capacity Expansion	45263	45263: 3P110400 - Replace 1/0 cable on HYPK31	396,006	100.00%	396,006
Distribution	Project	Capacity Expansion	45265	45265 - 7P091000 Eliminate Low Voltage on L10762 and L13934	971,294	100.00%	971,294
Distribution	Project	Capacity Expansion	45276	45276: 1P100001 Repl 33MVA w/40MVA TSS114-2	2,951,043	100.00%	2,951,043
Distribution	Project	Capacity Expansion	45559	45559: 3P110800 Sectionalize Z13735	512,748	100.00%	512,748
Distribution	Project	Capacity Expansion	45610	45610: 3P110801-Sectionalize Z13747	229,520	100.00%	229,520
Distribution	Project	Capacity Expansion	45673	45673 PD 6P110401 Westmont	44,638	100.00%	44,638
Distribution	Project	Capacity Expansion	45674	45674 PD 6P110002 Westmont	1,645,092	100.00%	1,645,092
Distribution	Project	Capacity Expansion	45697	45697: 1P110800-Replace 1/0 Cable with 500CU on Y3250	126,362	100.00%	126,362
Distribution	Project	Capacity Expansion	45752	45752: 3P110802 - Sectionalize Z13731	686,756	100.00%	686,756
Distribution	Project	Capacity Expansion	45808	45808: 6P100804 to improve N-1 capability on S628	65,967	100.00%	65,967
Distribution	Project	Capacity Expansion	45916	45916 - 4P110001-Upgrade L10231 w/ man. switch. cap.	4,302,967	100.00%	4,302,967
Distribution	Project	Capacity Expansion	45939	45939: 5P110407 Relieve D412 - 15% overload of allowable rating	14,736	100.00%	14,736
Distribution	Project	Capacity Expansion	45966	45966: 3P110407 - Relieve 111% Overload on 28TH348 Via Y13047	269	100.00%	269
Distribution	Project	Capacity Expansion	45969	45969: 5P110410 - Phase Balance W061	9,948	100.00%	9,948

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Distribution	Project	Capacity Expansion	45977	45977: 3P110410 - Relieve 110% OVLD on DRXL043 (4kV to 12kV conv) w/ Z15075.	19,287	100.00%	19,287
Distribution	Project	Capacity Expansion	45982	45982: 3P110406 - Relieve 7% OVLD on Y13043 via Y2558 & Y2551	6,036	100.00%	6,036
Distribution	Project	Capacity Expansion	45984	45984: 1P110407 - Replace undersized cable on X5368 & X1439	35,251	100.00%	35,251
Distribution	Project	Capacity Expansion	45991	45991: 3P110405 - Relieve 9% OVLD on 28TH243 via Y13077	31,402	100.00%	31,402
Distribution	Project	Capacity Expansion	46017	46017: 6P110601 Install 1-5.4MVAR and 1-3.6MVAR Capacitors	11,602	100.00%	11,602
Distribution	Project	Capacity Expansion	46023	46023: Relieve JI 684 with J495	22,392	100.00%	22,392
Distribution	Blanket	<b>Capacity Expansion Total</b>			<b>59,291,096</b>		<b>59,291,096</b>
Distribution	Blanket	Capitalized Overheads	45933	45933-Capitalized Overheads-Distribution-Capex	28,412,456	100.00%	28,412,456
Distribution	Blanket	<b>Capitalized Overheads Total</b>			<b>28,412,456</b>		<b>28,412,456</b>
Distribution	Blanket	Corrective Maintenance	5083	5083: CE-Reinforce Reject Dist Poles	483,097	100.00%	483,097
Distribution	Blanket	Corrective Maintenance	5084	5084: CE-Replace Reject Dist Poles	1,709,807	100.00%	1,709,807
Distribution	Blanket	Corrective Maintenance	5243	5243: CE-Dist Power Quality + Voltage Corrections	152,875	100.00%	152,875
Distribution	Blanket	Corrective Maintenance	5244	5244: CE-Repair/Replace Municipal Street Lights	392,246	100.00%	392,246
Distribution	Blanket	Corrective Maintenance	5346	5346: CE-Distrib Transformers-Corrective Maint	30,190,163	100.00%	30,190,163
Distribution	Blanket	Corrective Maintenance	10137	10137: D-CE Replc Substa Batteries & Chgrs Emergnt	616,176	100.00%	616,176
Distribution	Blanket	Corrective Maintenance	10622	10622: CE-Overhead Distribution Defect Repairs	32,474,975	100.00%	32,474,975
Distribution	Blanket	Corrective Maintenance	10623	10623: CE-Dist Cable Fault Repair	13,669,806	100.00%	13,669,806
Distribution	Blanket	Corrective Maintenance	10624	10624: CE-Underground Distribution Defect Repairs	524,766	100.00%	524,766
Distribution	Blanket	Corrective Maintenance	10628	10628: CE-Storm Restoration	14,391,693	100.00%	14,391,693
Distribution	Blanket	Corrective Maintenance	10629	10629: CE-Damage Claims	(3,340,155)	100.00%	(3,340,155)
Distribution	Project	Corrective Maintenance	11607	11607: Direct Support: Cor Maint: ComEd: Electric	2,081,792	100.00%	2,081,792
Distribution	Blanket	Corrective Maintenance	17182	17182:CE-Line Clearance Backlog Mitigation for LRP	1,993,417	100.00%	1,993,417
Distribution	Blanket	Corrective Maintenance	19362	19362: Repair Dist CP (Capital)	1,475,672	100.00%	1,475,672
Distribution	Blanket	Corrective Maintenance	20543	20543: CE-Dist Emergency Cable Fault Replacement	56,431,306	100.00%	56,431,306
Distribution	Blanket	Corrective Maintenance	29102	29102 - COMED Substation CM - CAPITAL-D	13,206,061	100.00%	13,206,061
Distribution	Blanket	Corrective Maintenance	29202	29202 Repair of UGHVD Emergent CM's	836,361	100.00%	836,361
Distribution	Blanket	Corrective Maintenance	29204	29204 Repair of UGHVD CM's	1,318,478	100.00%	1,318,478
Distribution	Blanket	Corrective Maintenance	29250	29250:Repair OHHVD CM Items associated w/ FEG out	504,994	100.00%	504,994

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Distribution	Blanket	Corrective Maintenance	29254	29254:Repair OHVVD Emergent CM Defects	73,732	100.00%	73,732
Distribution	Project	Corrective Maintenance	29425	29425: Direct Support: Cor Maint: ComEd: Distrib	476,045	100.00%	476,045
Distribution	Blanket	Corrective Maintenance	30422	30422: CE-Overhead Non-Emergent CM's	14,115,977	100.00%	14,115,977
Distribution	Blanket	Corrective Maintenance	36638	36638: Replace 12kv joints in substations	1,862,908	100.00%	1,862,908
Distribution	Blanket	Corrective Maintenance	41920	41920: HVD Repair Cathodic Protection (Capital)	302,411	100.00%	302,411
Distribution	Blanket	Corrective Maintenance	42236	42236: HV-D Emergent Repair Corrosion (Capital)	53,171	100.00%	53,171
Distribution	Blanket	Corrective Maintenance	42336	42336: Grade B Construction	878,834	100.00%	878,834
Distribution	Project	Corrective Maintenance	43236	43236:TSS88 Replace 34KV Disconnects	405	100.00%	405
Distribution	Project	Corrective Maintenance	43560	43560: Replace Vault Roof 73 E. Monroe	56,089	100.00%	56,089
Distribution	Project	Corrective Maintenance	43562	43562: Replace Vault Roof 360 N. Clark	51,530	100.00%	51,530
Distribution	Project	Corrective Maintenance	43716	43716: Replace Vault Roof 419 W Erie 2010	320,730	100.00%	320,730
Distribution	Project	Corrective Maintenance	43719	43719: Replace Vault Roofs 1013 N Dearborn-2010	320,346	100.00%	320,346
Distribution	Project	Corrective Maintenance	43724	43724: Replace Vault Roofs 39 N LaSalle-2010	326,644	100.00%	326,644
Distribution	Project	Corrective Maintenance	43726	43726: Replace Vault Roofs 737 W Randolph-2010	320,416	100.00%	320,416
Distribution	Blanket	Corrective Maintenance	45018	45018: Transformer Recovery	1,756,056	100.00%	1,756,056
Distribution	Project	Corrective Maintenance	45116	45116: ATO Replacement, North Shore Sanitary District	3,218	100.00%	3,218
Distribution	Project	Corrective Maintenance	45438	45438: Vault Roof Replacement 436 S Plymouth	72,152	100.00%	72,152
Distribution	Project	Corrective Maintenance	45464	45464: Transformer Recovery - T&S	261,502	100.00%	261,502
Distribution	Project	Corrective Maintenance	45676	45676: Aurora Secondary Cable Replacement Project - Stolp Island	618,857	100.00%	618,857
Distribution	Blanket	Corrective Maintenance	45724	45724: D - Services Equip Repair Cap.	40,452	100.00%	40,452
Distribution	Project	Corrective Maintenance	45753	45753 TSS38 Cap Bank Replacement (Distribution)	85,423	100.00%	85,423
Distribution	Project	Corrective Maintenance	45827	45827 Security Upgrades	291,190	100.00%	291,190
Distribution	Project	Corrective Maintenance	45914	45914: Replace Vault Roof 614 S. Dearborn	28,449	100.00%	28,449
Distribution	Project	Corrective Maintenance	45915	45915: Replace Vault Roof 1445 N Sedgwick	24,705	100.00%	24,705
Distribution	Project	Corrective Maintenance	46030	46030: Replace Vault Roof 301 W. Ontario	27,711	100.00%	27,711
Distribution	Project	Corrective Maintenance	46031	46031: Replace Vault 171 W. Illinois	27,711	100.00%	27,711
Distribution	Project	Corrective Maintenance	46032	46032: Replace Vault 545 W. Quincy	27,726	100.00%	27,726
Distribution	Project	Corrective Maintenance	46033	46033: 6959 S. Constance	25,053	100.00%	25,053
Distribution	Project	Corrective Maintenance	46034	46034: Replace Vault 4 E. Bellevue	27,711	100.00%	27,711
Distribution	Project	Corrective Maintenance	46035	46035: Replace Vault 500 E. 33rd	16,415	100.00%	16,415
Distribution	Project	Corrective Maintenance	46036	46036: Replace Vault 337 S. DesPlaines	16,415	100.00%	16,415
Distribution	Project	Corrective Maintenance	46037	46037: Replace Vault 11 E. Burton Place	16,445	100.00%	16,445
Distribution	Project	Corrective Maintenance	46038	46038: Replace Vault 121 W. Madison	23,561	100.00%	23,561
Distribution	Project	Corrective Maintenance	46039	46039: Replace Vault 25 E. Kinzie	23,601	100.00%	23,601
Distribution	Project	Corrective Maintenance	46127	46127: CM Sta21, Replc OMU Tr 1 at Kincaid	85,888	100.00%	85,888

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Distribution	Project	Corrective Maintenance	46128	46128: CM - Sta21, Replc OMU Tr 2 at Kincaid	85,888	100.00%	85,888
Distribution	Project	Corrective Maintenance	46144	46144: Rplc CB & DC @ TDC469	138,865	100.00%	138,865
		<b>Corrective Maintenance Total</b>			<b>191,997,764</b>		<b>191,997,762</b>
Distribution	Blanket	Customer Operations	35802	35802: ComEd Cust Fld Ops F&MS New Business Sets	2,075,670	100.00%	2,075,670
Distribution	Blanket	Customer Operations	35803	35803:ComEd Cust Fld Ops F&MS NonPeriodic Exchange	912,162	100.00%	912,162
Distribution	Blanket	Customer Operations	35805	35805: ComEd Cust Fld Ops F&MS Periodic Exchange	936,083	100.00%	936,083
Distribution	Blanket	Customer Operations	35808	35808: ComEd Cust Fld Ops F&MS Com-Dec Exchanges	52,842	100.00%	52,842
Distribution	Blanket	Customer Operations	35809	35809: ComEd Cust Fld Ops F&MS Removes	62,747	100.00%	62,747
Distribution	Blanket	Customer Operations	35837	35837: ComEd Cust Fld F&MS Ops RRTP Exchanges	96,231	100.00%	96,231
Distribution	Blanket	Customer Operations	35994	35994: ComEd Cust Fld Ops F&MS Capital Purchases	8,014,179	100.00%	8,014,179
Distribution	Blanket	Customer Operations	36180	36180: ComEd Cust Fld Ops F&MS Meter Shop	1,203,489	100.00%	1,203,489
Distribution	Project	Customer Operations	38136	38136: AMI Pilot	42,124	100.00%	42,124
Distribution	Project	Customer Operations	46021	46021: Transfer Debit/Credit	453,355	100.00%	453,355
		<b>Customer Operations Total</b>			<b>13,848,882</b>		<b>13,848,882</b>
Distribution	Project	Facility Relocation	4978	4978: Sayre Av. Bridge Over Kennedy Expressway Re	386,738	100.00%	386,738
Distribution	Blanket	Facility Relocation	5048	5048: Public Relocation Baseline Work State	10,181	100.00%	10,181
Distribution	Blanket	Facility Relocation	5049	5049: Public Relocation Baseline Work County	(10,928)	100.00%	(10,928)
Distribution	Blanket	Facility Relocation	5050	5050: Public Relocation Baseline Work City of Ch	2,946	100.00%	2,946
Distribution	Blanket	Facility Relocation	5051	5051: Public Relocation Baseline Work Outside Ch	26	100.00%	26
Distribution	Project	Facility Relocation	5363	5363: Lower Wacker Drive Rebuild	24,387,872	100.00%	24,387,872
Distribution	Project	Facility Relocation	5619	5619: University Parkway (Stuenkel Rd) & Central	26,465	100.00%	26,465
Distribution	Project	Facility Relocation	11610	11610: Direct Support: Fac Reloc: ComEd: Electric	3,837,235	100.00%	3,837,235
Distribution	Project	Facility Relocation	11618	11618: AFUDC: ComEd: Fac Reloc: Electric	113,255	100.00%	113,255
Distribution	Project	Facility Relocation	17923	17923: O/U RELOC DUNDEE RD WHEELING	266	100.00%	266
Distribution	Project	Facility Relocation	18042	18042: Cemetery & Meridian Rd - Winnebago County	125,084	100.00%	125,084
Distribution	Blanket	Facility Relocation	19262	19262: ComEd Facility Relocation Baseline Work	10,633,204	100.00%	10,633,204
Distribution	Project	Facility Relocation	19742	19742: ComEd FR Projects >\$100K Regionally Managed	22,031,762	100.00%	22,031,762
Distribution	Project	Facility Relocation	21742	21742: PI Will City Caton Farm Rd Countyline-El&E RR	71,308	100.00%	71,308
Distribution	Project	Facility Relocation	22662	22662: CCDOT Lake Cook Rd @ Pflingsten-Waukegan	149,076	100.00%	149,076

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Distribution	Project	Facility Relocation	22842	O/U Bartlett Main St	29	100.00%	29
Distribution	Project	Facility Relocation	31192	PI Will County, 143rd St and Will-Cook Rd	60,463	100.00%	60,463
Distribution	Project	Facility Relocation	31573	Pauling/Goodenow Rd & Kedzie Ave, Monee	21,544	100.00%	21,544
Distribution	Project	Facility Relocation	31574	Manhattan-Monee & 88th Ave, Grm Garden Twp	24,469	100.00%	24,469
Distribution	Project	Facility Relocation	34152	Bell School Rd-Lucky Ln to Argus-Rockford	164,695	100.00%	164,695
Distribution	Project	Facility Relocation	34792	Rider LGC Lambert Rd, Rt. 38 to Wilson Ave.	83,797	100.00%	83,797
Distribution	Project	Facility Relocation	34893	34893: 79th & Leavitt	12,036	100.00%	12,036
Distribution	Project	Facility Relocation	35135	Fair Oaks Rd Sewer Extension Carol Stream	89,005	100.00%	89,005
Distribution	Project	Facility Relocation	35995	ComEd FR Projects - Project Managed	1,117,877	100.00%	1,117,877
Distribution	Project	Facility Relocation	36714	36714: Overhead Relocation Crystal LK Rt. 14	48,332	100.00%	48,332
Distribution	Project	Facility Relocation	37214	37214: OtU relo on Wolf Rd. frm Milwaukee-Hintz Rd	1,257	100.00%	1,257
Distribution	Project	Facility Relocation	37634	37634: O/U - Bolingbrook Lily Cache Rd - Ph 1	95,235	100.00%	95,235
Distribution	Project	Facility Relocation	38540	38540: 143rd & Lemont Road	7,788	100.00%	7,788
Distribution	Project	Facility Relocation	38637	38637: Johnsonburg Rd - IL 31 to Chapel Hill Rd	44,412	100.00%	44,412
Distribution	Project	Facility Relocation	38714	38714: IDOT-Rt 30 Road Widening frm Rt 45 - Rt 43	401,921	100.00%	401,921
Distribution	Project	Facility Relocation	38814	38814: O/U Bolingbrook-Boughton Rd	84	100.00%	84
Distribution	Project	Facility Relocation	38838	38838: Grundy County -Old Stage Rd reconstruction	4,607	100.00%	4,607
Distribution	Project	Facility Relocation	38874	38874: Maple Pk Rd-Pritchard Rd to County Ln Rd	5,603	100.00%	5,603
Distribution	Project	Facility Relocation	40196	40196: 36th & Albany, New St Constr CDOT# U-7-108	505	100.00%	505
Distribution	Project	Facility Relocation	40621	40621: O/U LEMONT TALLCOTT Av	36,446	100.00%	36,446
Distribution	Project	Facility Relocation	41997	41997: 170th-S Park-Bishop Ford Xpwy South Holland	6,562	100.00%	6,562
Distribution	Project	Facility Relocation	42297	42297: PI-KENDALL CO-RIDGE RD-WHEELER RD TO RT 126	32,477	100.00%	32,477
Distribution	Project	Facility Relocation	42343	42343: IDOT Arsenal Rd interchange revision	401,331	100.00%	401,331
Distribution	Project	Facility Relocation	42696	42696: O/U-Vill of Orland Pk LaGrange Rd & 143rd	1,241,889	100.00%	1,241,889
Distribution	Project	Facility Relocation	43078	43078: Grundy Cnty Old Stage Rd Part 2	21,738	100.00%	21,738
Distribution	Project	Facility Relocation	43116	43116: Plainfield Twp-Renwick Rd over DuPage River	51,611	100.00%	51,611
Distribution	Project	Facility Relocation	43178	43178: Rakow Rd - Ackman Rd to IL 31	286,246	100.00%	286,246
Distribution	Project	Facility Relocation	43516	43516: ARGO/SUMMIT UPRR SPUR TRACK ADDITION TO CSX	82,259	100.00%	82,259

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Distribution	Project	Facility Relocation	45002	45002: IDOT- US RT 30 (Williams St - US RT 45), New Lenox	295,250	100.00%	295,250
Distribution	Project	Facility Relocation	45025	45025: IL RT53 Elgin O'Hare Expy to Army Trail Rd	146,035	100.00%	146,035
Distribution	Project	Facility Relocation	45038	45038: IDOT IL RT 56 between Winfield Rd & Naperville Rd - Winfield Twp	252,105	100.00%	252,105
Distribution	Project	Facility Relocation	45050	45050: IL RT56 South Side between RT59 & Winfield Rd	72,115	100.00%	72,115
Distribution	Project	Facility Relocation	45090	45090: IDOT I-80 and Brisbin Rd Interchange	676,174	100.00%	676,174
Distribution	Project	Facility Relocation	45111	45111: IDOT IL RT 62 IL RT 53 to Arlington Heights Road Street Lighting Project	1,599,280	100.00%	1,599,280
Distribution	Project	Facility Relocation	45120	45120: IDOT IL RT83 @ IL RT132	292,132	100.00%	292,132
Distribution	Project	Facility Relocation	45164	45164: OtU Hanover PK - Irving Park Rd	291	100.00%	291
Distribution	Project	Facility Relocation	45165	45165: OtU Morton Grove - Lincoln Ave	82,138	100.00%	82,138
Distribution	Project	Facility Relocation	45191	45191: LCDOT Peterson Road & IL RT60	335,880	100.00%	335,880
Distribution	Project	Facility Relocation	45193	45193: LCDOT Hunt Club Rd @ Wadsworth Rd & Milburn Rd	6,646	100.00%	6,646
Distribution	Project	Facility Relocation	45204	45204: W State St - Kilburn to Sunset	832	100.00%	832
Distribution	Project	Facility Relocation	45250	45250: Morgan St Bridge Replacement - Rockford	53,905	100.00%	53,905
Distribution	Project	Facility Relocation	45251	45251: IL2 - Mud Creek Rd to Mill Creek	414,672	100.00%	414,672
Distribution	Project	Facility Relocation	45267	45267: OtU City of DeKalb - Locust St from 1st Ave to Fourth St	57,358	100.00%	57,358
Distribution	Project	Facility Relocation	45274	45274: OtU Village of Libertyville - Milwaukee Ave & Cook Rd	9,772	100.00%	9,772
Distribution	Project	Facility Relocation	45309	45309: CDWM Sewer Proj #6155 Norwood Park Project	66,901	100.00%	66,901
Distribution	Project	Facility Relocation	45312	45312: 92nd & Ewing	13,532	100.00%	13,532
Distribution	Project	Facility Relocation	45330	45330: IL RT31 @ Oak St Intersection North Aurora	28,020	100.00%	28,020
Distribution	Project	Facility Relocation	45337	45337: IL RT64 between Kautz RD & IL RT59 West Chicago	88,181	100.00%	88,181
Distribution	Project	Facility Relocation	45461	45461: IDOT IL RT22 E/O I-94 to W/O US RT41	633,525	100.00%	633,525
Distribution	Project	Facility Relocation	45482	45482: IDOT I-57 Cable Crossing @ 157th ST	7,003	100.00%	7,003
Distribution	Project	Facility Relocation	45507	45507: CDOT Street Imprv, Project #D-6-105, W Lake - N Morgan - N Carpenter	248,351	100.00%	248,351
Distribution	Project	Facility Relocation	45583	45583: 62nd & Woodlawn to Dorchester	57,944	100.00%	57,944
Distribution	Project	Facility Relocation	45669	45669: Will County Plainfield Naperville Rd @ 119th St	13,942	100.00%	13,942

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Distribution	Project	Facility Relocation	45782	45782: IDOT Elston Ave Bridge over Edens Expy (I-94)	23,565	100.00%	23,565
Distribution	Project	Facility Relocation	45787	45787: O/U Romeoville Dalhardt Ave	67	100.00%	67
Distribution	Project	Facility Relocation	45833	45833: 40th & Langley	160,288	100.00%	160,288
Distribution	Project	Facility Relocation	45877	45877: IL 251 @ IL 173 Intersection Reconstruction	4,296	100.00%	4,296
Distribution	Project	Facility Relocation	45895	45895: Bridgeview 71st St and CSX RR Grade Separation	9,693	100.00%	9,693
Distribution	Project	Facility Relocation	45951	45951: Pingree Rd - Cog Circle to UPRR	680	100.00%	680
Distribution	Project	Facility Relocation	45965	45965: Archer, Lemont & Derby Rds - Lemont	23,750	100.00%	23,750
Distribution	Project	Facility Relocation	45976	45976: Joe Orr Road Extension	13,363	100.00%	13,363
Distribution	Project	Facility Relocation	45994	45994: IL RT58 (Golf Rd) Basswood to Plum Grove Rd	20,143	100.00%	20,143
Distribution	Project	Facility Relocation	46055	46055: Walkup Rd - IL 176 to Bull Valley Rd	20,931	100.00%	20,931
Distribution	Project	Facility Relocation	46057	46057: Pingree Rd - McArdle to Pointe	659	100.00%	659
Distribution	Project	Facility Relocation	46059	46059: CREATE 60th, 61st & 66th & LaSalle	35,385	100.00%	35,385
Distribution	Project	Facility Relocation	46065	46065: Weber & Renwick Rd Intersection Pole Relo	17,387	100.00%	17,387
Distribution	Project	Facility Relocation	46094	46094: Big Timber Rd over Tyler Creek	1,656	100.00%	1,656
Distribution	Project	Facility Relocation	46096	46096: Proposed Street Lights on Sauk Trail Rd in Sauk Village	1,029	100.00%	1,029
Distribution	Project	Facility Relocation	46138	46138: CREATE Union Pacific RR Project B-2 Bellwood	28,683	100.00%	28,683
Distribution	Project	Facility Relocation	46140	46140: Orchard between US RT30 & Jericho Rd Kane Cnty	9,340	100.00%	9,340
Distribution	Project	Facility Relocation	46149	46149: IL31 @ Klasen & Virginia	9,217	100.00%	9,217
Distribution	Project	Facility Relocation	46235	46235: Weber and Gaskin Rd Intersection	810	100.00%	810
Distribution	Blanket	<b>Facility Relocation Total</b>			<b>71,941,631</b>		<b>71,941,634</b>
Distribution	Blanket	Management Challenge	22326	22326: ComEd Capital Management Challenge	(29,861,274)	100.00%	(29,861,274)
Distribution	Blanket	<b>Management Challenge Total</b>			<b>(29,861,274)</b>		<b>(29,861,274)</b>
Distribution	Project	New Business	5362	5362: CTA Projects Blue Brown and Red	46,402	100.00%	46,402
Distribution	Blanket	New Business	5968	5968: Inside Chicago Baseline	24,664,997	100.00%	24,664,997
Distribution	Blanket	New Business	5972	5972: Outside Chicago Baseline	60,895,781	100.00%	60,895,781
Distribution	Project	New Business	11611	11611: Direct Support: New Bus: ComEd Electric	257,913	100.00%	257,913
Distribution	Project	New Business	11612	11612: AFUDC: ComEd: New Bus: Electric	562,918	100.00%	562,918
Distribution	Project	New Business	13507	13507: O'Hare Modernization Program	1,974,541	100.00%	1,974,541
Distribution	Project	New Business	22782	22782: Finkl Steel - 1355 E 93rd Street, Chicago	13,236,626	100.00%	13,236,626
Distribution	Project	New Business	25442	25442: NA Wal-Mart Elgin WO#05917422	165,269	100.00%	165,269

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Distribution	Project	New Business	30324	30324: RDN-Damisch Rd. Reloc. & OTU, WO#06037465	35,363	100.00%	35,363
Distribution	Project	New Business	30471	30471:RDN Thatcher Meadows line extension:WO 06852569	374,693	100.00%	374,693
Distribution	Project	New Business	31072	31072: APP Pharmaceuticals	88,983	100.00%	88,983
Distribution	Project	New Business	31432	31432: Glenstar Willow Sanders Rd LLC	275,126	100.00%	275,126
Distribution	Project	New Business	32912	32912:RDN Grnd Dominion wo 06255890	128	100.00%	128
Distribution	Project	New Business	33719	33719:RDN:EDGEWATER Ph4:WO#05864244	155,868	100.00%	155,868
Distribution	Project	New Business	34034	34034: 215 E Chicago - Childrens Memorial Hospital	214,380	100.00%	214,380
Distribution	Project	New Business	34054	34054: 2520 N Lakeview	740,110	100.00%	740,110
Distribution	Project	New Business	34935	34935: 400 Lake Shore Dr -Chicago Spire Reloc Ph-3	199,994	100.00%	199,994
Distribution	Project	New Business	34952	34952: Dominicks, 3012 N. Broadway, Chicago	11,273	100.00%	11,273
Distribution	Project	New Business	35222	35222: U of C Logan Art Center	205,530	100.00%	205,530
Distribution	Project	New Business	35354	35354: ANN KILEY CENTER ATO	144,881	100.00%	144,881
Distribution	Project	New Business	38839	38839: Village of Skokie Relocation Oakton Station	114,485	100.00%	114,485
Distribution	Project	New Business	39155	39155:NA Walgreens- Archer & Cicero, Chicago	53,750	100.00%	53,750
Distribution	Project	New Business	39334	39334-840 W BLACKHAWK-SONO 2	1,159,288	100.00%	1,159,288
Distribution	Project	New Business	39959	39959: NA - 4400 N Broadway - Wilson Yard	782,394	100.00%	782,394
Distribution	Project	New Business	40497	40497: U of C Theological Seminary	130,457	100.00%	130,457
Distribution	Project	New Business	40517	40517: 401 N CICERO AVE - WO# 6463875 - CNSP	59,612	100.00%	59,612
Distribution	Project	New Business	41216	41216: 427 S LaSalle 3rd Point of Service	691,392	100.00%	691,392
Distribution	Project	New Business	41515	41515: Mather Lifeways New Vault	138,906	100.00%	138,906
Distribution	Project	New Business	41519	41519: 188 W Randolph WO# 06006535	591,314	100.00%	591,314
Distribution	Project	New Business	41576	41576: LP - Village Market	23,205	100.00%	23,205
Distribution	Project	New Business	41596	41596: Skokie Hospital Central Plant Vault	37,979	100.00%	37,979
Distribution	Project	New Business	41656	41656: 900 N. Michigan - condo conversion	132,086	100.00%	132,086
Distribution	Project	New Business	41817	41817: CIPA-Silver Cross Hosp 2nd Feed to ATO	3,760,544	100.00%	3,760,544
Distribution	Project	New Business	41857	41857:Hinsdale Hospital-South bldg addition	51,496	100.00%	51,496
Distribution	Project	New Business	41917	41917: 118 E. Erie	626,940	100.00%	626,940
Distribution	Blanket	New Business	42016	42016: Engineering Estimate Capital	(695,520)	100.00%	(695,520)
Distribution	Project	New Business	42157	42157: US Cellular- 115 Commerce	735,894	100.00%	735,894
Distribution	Project	New Business	42176	42176: Kensington Data Center	398,902	100.00%	398,902
Distribution	Project	New Business	42316	42316: WALMART - MARILLA PARK & US ROUTE 23	327,284	100.00%	327,284
Distribution	Project	New Business	42958	42958:CN-300 W. ADAMS CHICAGO LLC_WO#06763769	24,703	100.00%	24,703

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Distribution	Project	New Business	43218	43218:FR:KESLINGER RD 12/34KV RELOC:WO#06809327	214,268	100.00%	214,268
Distribution	Project	New Business	43356	43356: CIPA - CN Railroad relocation - Mundelein	372,530	100.00%	372,530
Distribution	Project	New Business	43676	43676:CN-441 E ONTARIO ST NEW VAULT_WO#06832368	352,473	100.00%	352,473
Distribution	Project	New Business	43696	43696: Anderson Shumaker 822 S Central	824,380	100.00%	824,380
Distribution	Project	New Business	45020	45020: Biogas Energy-Dixon Site-Gen Expansion	968,369	100.00%	968,369
Distribution	Project	New Business	45121	45121:FR:grande prairie waste water treatment plant:WO#06809339	400,233	100.00%	400,233
Distribution	Project	New Business	45168	45168: WOW 3rd Party Connect Park Ridge	72,726	100.00%	72,726
Distribution	Project	New Business	45229	45229 - Roosevelt University 425 S. Wabash	1,061,876	100.00%	1,061,876
Distribution	Project	New Business	45332	45332 - 600-780 S Federal - Digital Realty WO#06863731	963,699	100.00%	963,699
Distribution	Project	New Business	45363	45363: LP - 929 W Foster	25,038	100.00%	25,038
Distribution	Project	New Business	45415	45415 - WEST OVER FORT SHERIDAN, HIGHWOOD WO#06628901	43,016	100.00%	43,016
Distribution	Project	New Business	45486	Relieve DeKalb Feeder B7583 - 7P111400	193,118	100.00%	193,118
Distribution	Project	New Business	45488	45488: ZION STATION DECOMMISSION new 34 line	(55,105)	100.00%	(55,105)
Distribution	Project	New Business	45561	45561 - NB 4543 N LINCORN - WO# 6941669	66,044	100.00%	66,044
Distribution	Project	New Business	45563	45563 - 5215 N CALIFORNIA - WO# 06921006	(41,896)	100.00%	(41,896)
Distribution	Project	New Business	45598	45598-SW Area High School-7651 S Homan	8,659	100.00%	8,659
Distribution	Project	New Business	45616	45616: 3M Corp DeKalb - New Service	159,939	100.00%	159,939
Distribution	Project	New Business	45624	45624: U of C Lab School ECC	44,016	100.00%	44,016
Distribution	Project	New Business	45626	45626: Columbia College - 623 S. Wabash Ave.	228,546	100.00%	228,546
Distribution	Project	New Business	45658	45658 - NB LP IDOT PUMP STATION 24 RELOCATION WO 06894443	105,596	100.00%	105,596
Distribution	Project	New Business	45660	45660: Consolidated Grain & Barge-Dwight-WO 06959980	3,543,718	100.00%	3,543,718
Distribution	Project	New Business	45692	45692: Dominicks, Sheridan Rd	228,477	100.00%	228,477
Distribution	Project	New Business	45694	45694 - Stateway Gardens Service WO 06664229	297,920	100.00%	297,920
Distribution	Project	New Business	45703	45703 - IDOT Pumping Station WO 06921668	72,582	100.00%	72,582
Distribution	Project	New Business	45705	45705 - 71 E WACKER DR WO# 06985762	392,280	100.00%	392,280
Distribution	Project	New Business	45710	45710-300 E. RANDOLPH WO#06984737	560,940	100.00%	560,940
Distribution	Project	New Business	45717	45717: Costco, Ashland Ave	749	100.00%	749
Distribution	Project	New Business	45725	45725-NB NE Astellas vaults	260,390	100.00%	260,390
Distribution	Project	New Business	45726	45726: Rockwell Gardens	662,990	100.00%	662,990

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Distribution	Project	New Business	45740	45740: WALMART ONSITE, SELGIN	385,427	100.00%	385,427
Distribution	Project	New Business	45764	Preauthorized EPS Projects - NB	24,927	100.00%	24,927
Distribution	Project	New Business	45774	45774 - WAL-MART PD, RANDALL RD ELGIN	135,866	100.00%	135,866
Distribution	Project	New Business	45780	45780: WALMART, JOHNSBURG	235,412	100.00%	235,412
Distribution	Project	New Business	45788	45788 - Amtrak 1699 S Lumber	99,949	100.00%	99,949
Distribution	Project	New Business	45812	45812: Walmart, Pullman	213,307	100.00%	213,307
Distribution	Project	New Business	45848	45848: LP - 2 North Riverside Plaza	168,395	100.00%	168,395
Distribution	Project	New Business	45865	45865:FR:PRAIRIEVIEW POLE RELOC:WO#06993367	(93,574)	100.00%	(93,574)
Distribution	Project	New Business	45867	45867-3151 W Walnut-WO#06965528	29,157	100.00%	29,157
Distribution	Project	New Business	45883	45883-1412 S Blue Island-WO# 07018027	26,889	100.00%	26,889
Distribution	Project	New Business	45891	45891 - 3155 S Lake Shore DR - Harbor	214,246	100.00%	214,246
Distribution	Project	New Business	45900	45900 CTA Clark Station	(5,768)	100.00%	(5,768)
Distribution	Project	New Business	45922	45922 - NB SE Village of Tinley Park - Metra Station	10,318	100.00%	10,318
Distribution	Project	New Business	45938	45938: 544 Oak St	46,170	100.00%	46,170
Distribution	Project	New Business	45963	45963-NB-CS-505 N Railroad Ovhd Reloc.	(15,298)	100.00%	(15,298)
Distribution	Project	New Business	45978	45978: LP - 5711 S Western Ave - Comcast Load Addition	13,257	100.00%	13,257
Distribution	Project	New Business	45985	45985 - NB - Saint Raphael Catholic Church	124,636	100.00%	124,636
Distribution	Project	New Business	46015	46015 - NB SW - Godley WTP - WO #06990407	10,274	100.00%	10,274
Distribution	Project	New Business	46026	46026 - (Reg. Eng.) Evanston Hospital Inline Switchgear Replacement	83,192	100.00%	83,192
Distribution	Project	New Business	46151	46151 - Solo Cup 7575 S Kostner	18,696	100.00%	18,696
Distribution	Project	New Business	46233	46233-NB Reyes Holdings	(15,818)	100.00%	(15,818)
<b>New Business Total</b>					<b>127,133,121</b>		<b>127,133,118</b>
Distribution	Blanket	System Performance	4775	4775: D-Replace Substation Capacitors PCB Banks	1,364,676	100.00%	1,364,676
Distribution	Blanket	System Performance	4812	4812: Install Substation Wildlife Protection Fenc	253,369	100.00%	253,369
Distribution	Blanket	System Performance	4920	4920: Replace Distribution Poor Performing URD Ca	23,814,274	100.00%	23,814,274
Distribution	Blanket	System Performance	4928	4928: Install Distribution Sectionalizing Devices	2,777,718	100.00%	2,777,718
Distribution	Blanket	System Performance	5066	5066: ICC Customer Target Program	950,458	100.00%	950,458
Distribution	Blanket	System Performance	6053	6053: Defined Circuit Improvements	2,995,814	100.00%	2,995,814
Distribution	Blanket	System Performance	10136	10136: D-CE Replc Substa Batteries & Chgrs SysPerf	1,209,001	100.00%	1,209,001
Distribution	Blanket	System Performance	10427	10427: Park Forest H-Frame Replacement	362,708	100.00%	362,708
Distribution	Blanket	System Performance	11161	11161: ICC 1% Worst Performing Circuit Program	4,711,227	100.00%	4,711,227
Distribution	Project	System Performance	11609	11609: Direct Support: Sys Perf: ComEd: Electric	3,968,069	100.00%	3,968,069
Distribution	Project	System Performance	11617	11617: AFUDC: ComEd: Sys Perf: Electric	87,288	100.00%	87,288

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Distribution	Blanket	System Performance	19123	19123: D-Retrofit Substation PCB equipment - Dist	39,797	100.00%	39,797
Distribution	Blanket	System Performance	29232	29232: OHHVD Wood Tension Brace Replacement Program	940,322	100.00%	940,322
Distribution	Blanket	System Performance	29237	29237: Airport Improvement	680,292	100.00%	680,292
Distribution	Blanket	System Performance	29238	29238: Regional Reliability Imprvrmts - West	1,141,083	100.00%	1,141,083
Distribution	Blanket	System Performance	29259	29259 - Spare Transformers > 10MVA (HVD Class) West	6,966,495	100.00%	6,966,495
Distribution	Project	System Performance	29404	29404 - Capital for PCB Equip for ESS Customers	4,049,884	100.00%	4,049,884
Distribution	Blanket	System Performance	30752	30752: Regional Reliability Imprvrmts - Chicago	1,780,433	100.00%	1,780,433
Distribution	Blanket	System Performance	30753	30753: Regional Reliability Imprvrmts - North	1,153,815	100.00%	1,153,815
Distribution	Blanket	System Performance	30754	30754: Regional Reliability Imprvrmts - South	1,105,793	100.00%	1,105,793
Distribution	Project	System Performance	31412	31412: Direct Support Syst Perf - Relay & Protect	2,446,146	100.00%	2,446,146
Distribution	Project	System Performance	31413	31413: Direct Support Syst Perf - T&S Subs Engr	737,279	100.00%	737,279
Distribution	Blanket	System Performance	33373	33373: Device Outage Frequency Program	501,105	100.00%	501,105
Distribution	Blanket	System Performance	33872	33872 - Distribution Transformer Relay Upgrade	273,865	100.00%	273,865
Distribution	Blanket	System Performance	33875	33875 - 34kV Line Upgrades	512,791	100.00%	512,791
Distribution	Blanket	System Performance	33992	33992: Chronic Performing Circuits	1,149,155	100.00%	1,149,155
Distribution	Project	System Performance	38594	38594: LI2367 Improvements - Crystal Lake	45,573	100.00%	45,573
Distribution	Blanket	System Performance	40100	40100: 4/ 12KV Mid- Circuit Reclosers	11,441,755	100.00%	11,441,755
Distribution	Blanket	System Performance	41276	41276 - 69KV Pilot Wire Replacement	952,495	100.00%	952,495
Distribution	Project	System Performance	41279	41279 - Arc Flash Relay Upgrades	2,113,089	100.00%	2,113,089
Distribution	Project	System Performance	42256	42256: 2010 Repl Dist Mainline Dir Bury & Conduit	52,079	100.00%	52,079
Distribution	Project	System Performance	42596	42596: TSS87 - Dearborn Replace Gassing Transformers	1,491,358	100.00%	1,491,358
Distribution	Blanket	System Performance	43322	43322: Replace Breaker in a Box	421,695	100.00%	421,695
Distribution	Project	System Performance	43678	43678: CO2 Upgrade TDC 745 IC Air Rights	706,131	100.00%	706,131
Distribution	Project	System Performance	45167	45167: Midway System Improvement 3P111000	2,912,650	100.00%	2,912,650
Distribution	Project	System Performance	45170	45170: Midway System Improvement Proj 3P111001	3,924,113	100.00%	3,924,113
Distribution	Project	System Performance	45173	45173 Midway System Improvement 3P111002	1,246,731	100.00%	1,246,731
Distribution	Project	System Performance	45177	45177 Midway System Improvement 3P111003	1,688,671	100.00%	1,688,671
Distribution	Project	System Performance	45180	45180 CVR at Oak Park TDC505	2,004,345	100.00%	2,004,345
Distribution	Project	System Performance	45181	45181: TDC505 Oak Park Intelligent Substation Upgrade	7,076,193	100.00%	7,076,193
Distribution	Project	System Performance	45368	45368: ISG Steel Transformer Replacement	628,506	100.00%	628,506
Distribution	Project	System Performance	45463	45463: 2010 L13934 Air Flow Spoiler Installation	157,649	100.00%	157,649
Distribution	Project	System Performance	45785	45785: Wrigley Field Improvement Plan	640,110	100.00%	640,110

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Distribution	Blanket	System Performance	45796	45796: Focused Reliability	1,353,066	100.00%	1,353,066
Distribution	Project	System Performance	45958	45958: L12368 - 2011 Lightning	16,090	100.00%	16,090
Distribution	Project	System Performance	45997	45997: 2011 Repl Dist Mainline Dir Bury & Conduit	7,672,857	100.00%	7,672,857
Distribution	Project	System Performance	46116	46116: TDC505 Feeder Relay	145,540	100.00%	145,540
Distribution	Project	System Performance	46229	46229: Install Hendrix Spacer Cable - Tinley Park	346,868	100.00%	346,868
		<b>System Performance Total</b>			<b>113,010,421</b>		<b>113,010,421</b>
		<b>Distribution Total</b>			<b>576,235,948</b>		<b>576,235,948</b>
General	Blanket	Administrative & General	35498	35498: Demand Response Switch Install (Dept 500)	2,583,953	89.22%	2,305,403
General	Blanket	Administrative & General	35896	35896 - BTW Capital	1,872,696	89.22%	1,670,819
General	Blanket	Administrative & General	36174	36174 OCC, OFF, CFO and Gen Coun and CARE (CapEx)	3,269,848	89.22%	2,917,358
General	Blanket	Administrative & General	42476	42476: CAP Cust Bus Transf & Tech	4,843,207	89.22%	4,321,110
		<b>Administrative &amp; General Total</b>			<b>12,569,704</b>		<b>11,214,690</b>
General	Blanket	Capitalized Overheads	35253	35253: Capitalized Overheads-A&G-CapEx	3,144,437	89.22%	2,805,467
		<b>Capitalized Overheads Total</b>			<b>3,144,437</b>		<b>2,805,467</b>
General	Blanket	Corrective Maintenance	5914	5914: Distr-Repair Relay, Comms & SCADA for Emergent CM items	1,043,389	89.20%	930,703
General	Project	Corrective Maintenance	45578	45578 - SPCC Bulk Storage Deficiencies - West Tech	24,637	89.20%	21,976
		<b>Corrective Maintenance Total</b>			<b>1,068,025</b>		<b>952,679</b>
General	Blanket	Customer Operations	35836	35836: ComEd Cust Fld Ops F&MS Non Field Work O&M	599,214	89.22%	534,619
General	Blanket	Customer Operations	36074	36074: ComEd Cust Fld Ops F&MS Overhead	2,281,974	89.22%	2,035,977
Intangible	Project	Customer Operations	42757	42757: ComEd BTW E-Bill/E-Pay Initiative	256,259	89.22%	228,634
Intangible	Project	Customer Operations	45042	45042: SafeHarbor ITN	218,790	89.22%	195,204
Intangible	Project	Customer Operations	45620	45620 Bundle Tracker SIRs	157,342	89.22%	140,381
Intangible	Project	Customer Operations	45901	45901: VRU - Billing & Pymts	645,990	89.22%	576,352
General	Project	Customer Operations	45998	45998: NSF Phase II	246,829	89.22%	220,221
SCADA	Project	Customer Operations	46075	46075 LIHEAP Communications	129,404	53.72%	69,516
Intangible	Project	Customer Operations	46170	46170: Speech Analytics	385,185	89.20%	343,585
		<b>Customer Operations Total</b>			<b>4,920,987</b>		<b>4,344,489</b>
Intangible	Blanket	Functional / BSC	36266	36266 BSC Billed CAP (Enterprise Wide) Intangible	3,953,112	89.22%	3,526,966
General	Blanket	Functional / BSC	36294	36294 BSC / Corp Center / Other (Capital)	4,432,999	89.22%	3,955,121
General	Blanket	Functional / BSC	36266A	36266 BSC Billed CAP (Enterprise Wide) Gen	3,234,364	89.22%	2,885,700

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General	Blanket	Functional / BSC	36294A	BSC IT (Enterprise Wide Finance, HR & Other PA)	4,390,008	89.22%	3,916,765
		<b>Functional / BSC Total</b>			<b>16,010,483</b>		<b>14,284,552</b>
General	Blanket	IT Projects	35578	35578 - PC Refresh	381,000	89.22%	339,928
Intangible	Project	IT Projects	36246	36246 Restructure ComEd Web Site - Web Redesign II	500,000	89.22%	446,100
General	Blanket	IT Projects	36275	36275: IT Capital Annual Passthroughs	6,259,762	89.22%	5,584,960
Intangible	Project	IT Projects	37477	37477 Utility Consol Billing/Pur Revble (UCB/POR)	-	89.22%	-
General	Project	IT Projects	40357	40357: SCADA Communication Standardization	3,689,735	89.22%	3,291,982
Intangible	Project	IT Projects	42096	42096: Unspecified IT LRP Project Pool	12,470,996	89.22%	11,126,623
Intangible	Project	IT Projects	43316	43316 On Bill Financing OM and CAP	763,000	89.22%	680,749
General	Project	IT Projects	43326	43326 CTI-ICM Upgrade	364,199	89.22%	324,938
Intangible	Project	IT Projects	43332	43332 Relay Project	940,771	89.22%	839,356
Intangible	Project	IT Projects	43336	43336 New Account Set-up for New Business Cap only	173,258	89.22%	154,581
General	Blanket	IT Projects	43777	43777: Mobile Operations Command Vehicle	1,016,557	89.22%	906,972
Intangible	Project	IT Projects	45242	45242: Rate Case 2010	2,164,872	89.22%	1,931,498
Intangible	Project	IT Projects	45937	45937-Capitalized Overheads-Intangible-CapEx	710,311	89.22%	633,740
Intangible	Project	IT Projects	46013	46013: OSBI CET Rider NS Audit	333,068	89.22%	297,163
Intangible	Project	IT Projects	46016	46016: ALRS Project	187,500	89.22%	167,288
Intangible	Project	IT Projects	46185	46185-Mobile Dispatch Post-deployment Enhancements	500,000	89.22%	446,100
Intangible	Project	IT Projects	46209	46209 - New Business New Account Set Up Phase II	94,509	89.22%	84,321
Intangible	Project	IT Projects	46369	46369: Documentation Upgrade	85,000	89.22%	75,837
		<b>IT Projects Total</b>			<b>30,634,537</b>		<b>27,332,136</b>
General	Project	Other General Plant	34756	34756: Tech Center Environmental Support	4,105,593	89.22%	3,663,010
General	Blanket	Other General Plant	36181	36181 - Regulatory Program Implementation Capital	907,950	89.22%	810,073
General	Blanket	Other General Plant	42418	42418: General Company Activity (Capital)	2,023,749	89.22%	1,805,589
General	Blanket	Other General Plant	45940	45940 Security Services Capital	4,710,004	89.22%	4,202,265
		<b>Other General Plant Total</b>			<b>11,747,295</b>		<b>10,480,937</b>
General	Blanket	Real Estate	35155	35155: Paving	3,166,950	89.22%	2,825,553
General	Blanket	Real Estate	35156	35156: Substation Facilities	1,001,169	89.22%	893,243
General	Blanket	Real Estate	35157	35157: Roofing	1,325,700	89.22%	1,182,790
General	Blanket	Real Estate	35158	35158: Lighting	1,037,224	89.22%	925,411
General	Blanket	Real Estate	35159	35159: Equipment Replacement	638,300	89.22%	569,491
General	Blanket	Real Estate	42076	42076 - OCC Renovation	936,828	89.22%	835,838

**Commonwealth Edison Company**  
2011 Projected Plant Additions  
(In Dollars)

Functional Class	Blanket/ Unique	Category	ITN	ITNname	Total	Juris %	Jurisdictional Amount
General	Project	Real Estate	45390	45390 RE&F IWMS project	799,982	89.22%	713,744
General	Project	Real Estate	45888	45888 Chicago North Ornamental Fence Project	16,257	89.22%	14,505
General	Project	Real Estate	45889	45889 Chicago South Ornamental Fence Project	6,453	89.22%	5,757
General	Project	Real Estate	46014	46014 Chicago South Chiller replacement project	146,000	89.22%	130,261
General	Project	Real Estate	46183	46183 Joliet Headquarters Camera Project	105,529	89.22%	94,153
		<b>Real Estate Total</b>			<b>9,180,391</b>		<b>8,190,746</b>
General	Project	System Performance	43680	42056 - Chicago Ordinance Work	251,279	89.22%	224,191
General	Project	System Performance	46048	42056 - Chicago Ordinance Work	79,760	89.22%	71,162
General	Project	System Performance	46054	42056 - Chicago Ordinance Work	103,657	89.22%	92,483
General	Project	System Performance	46221	42056 - Chicago Ordinance Work	372,933	89.22%	332,731
		<b>System Performance Total</b>			<b>807,629</b>		<b>720,567</b>
General	Blanket	Tools	5494	5494: ComEd Capital Tools and Repair	4,645,319	89.22%	4,144,554
		<b>Tools Total</b>			<b>4,645,319</b>		<b>4,144,554</b>
General	Blanket	Vehicles	21402	21402: ComEd Fleet	26,590,000	89.22%	23,723,598
		<b>Vehicles Total</b>			<b>26,590,000</b>		<b>23,723,598</b>
		<b>Grand Total</b>			<b>121,318,808</b>		<b>108,194,415</b>

**Commonwealth Edison Company**  
Distribution CWIP Projects Not Accruing AFUDC  
As of 12/31/2010

Line No.	Distribution Project ID (A)	Description (B)	CWIP Amount as of 12/31/2010 (C)
1	04CMS073	ESSJ 344 TR1 Switch Replace	18,904
2	06CMD002	Vault Roof - 1601 N Milwaukee	5,701
3	06CMS164	TSS76 STRUCTURE & CABLE	20,775
4	06NBD167	DSS513 Aurora Relocate	3,389
5	06SPS108	TDC386 TR71 Arrestors	3,678
6	06SPS171	Replace Arresters-TR71@TSS45	319
7	06SPS177	Replace Arresters - TR77@TSS45	6,298
8	06SPS178	Replace Arresters-TR78@TSS45	4,775
9	07CMD003	2040 N CLARK VAULT	36
10	07CMD010	3353 W ARTHINGTON VAULT	115
11	07CMD019	ANODE BED EM 630B	56,422
12	07CMD034	ANODE BED EM 127A	147
13	07CMS147	TSS82 TR76 BUSHING	4,675
14	07SPS021	TDC784 POWER CABLE	14,184
15	07SPS034	SWITCHES 10/2008	52,690
16	08CED002	TDC252 TR AND FEEDERS	618
17	08CMD025	Anodebed EM 142D	77,059
18	08CMS020	DSS530 SWITCHES REPLACE	10,139
19	08CMS026	ESSD775 TR INSTR REPLACE	5,024
20	08CMS070	TSS51 FRD5107 BUS DISC REPLACE	6,476
21	08CMS078	SS558 FDR418 DISC REPLACE	22,472
22	08CMS088	TSS 51 TR 21 Sec Cable Replace	72,026
23	08CMS110	TDC385 34kV Ground Discon Repl	76,338
24	08CMS112	TSS64 Bus 1 34kV Bus Pots	5,346
25	08CMS113	TSS64 Bus 4 34kV Bus Pots	5,086
26	08CMS123	SS316 Sycamore Pot TR Repl	11,795
27	08CMS134	DCC41 TR1 34KV DISC	7,940
28	08CMS157	Replace Pot TR @ TSS88	1,200
29	08CMS170	Rplc Pot TR @ TDC204	430
30	08SPS115	TSS38 HUMBOLT FIRE UPGRADES	50,508
31	08SPS152	I C Air Rights - Fire Upgrades	706,131
32	08SPS154	TSS 87 Dearborn - fire upgrade	176
33	08SPS230	TSS76 34kV Disc Replacement	3,306
34	08SPS274	TDC214 Hfmm Ests 12kV CpBnk#1	11,483
35	08SPS275	TDC214 Hfmm Ests 12kV CpBnk#2	9,090
36	08SPS290	DSS851 Wshntw 12kV PCB CpBnk#3	8,852
37	08SPS291	DSS851 Wshntw 12kV PCB CpBnk#4	15,004
38	09CMD002	EM176B REPLACE RECTIFIER	21,006
39	09CMD039	REPLACE FIRE SEALS FOR C7226	530
40	09CMD042	REPLACE CABLE447 FOR TR72 98-2	136
41	09CMD073	Disconnects TSS88 TR78BUS	405
42	09CMD099	Replace MOD Switch @ DCH18	25,648

**Commonwealth Edison Company**  
Distribution CWIP Projects Not Accruing AFUDC  
As of 12/31/2010

Line No.	Distribution Project ID	Description	CWIP Amount as of 12/31/2010
(A)	(B)	(C)	
43	09CMD100	EM 442C Replace Rectifier	10,114
44	09CMD101	EM 71B Replace Rectifier	816
45	09CMS015	Install Arresters @ STA 16	957
46	09CMS017	Repl 34kV Arrestors @ STA16	770
47	09CMS018	Repl Arresters @ STA 16	770
48	09CMS031	Repl Arrester @ ESSJ363	1,061
49	09CMS107	Repl Switch @ ESSJ303	12,498
50	09CMS135	EMERGENT PROJECT - TBD	20
51	09CMS166	Replace Cable @ TSS 89	1,970
52	09CMS170	Replace OVHD @ ESSD503	1,483
53	09CMS172	Replace Arrester ESSD706	844
54	09CMS190	Disconnect @ TSS85 L8565MBUS3	20,825
55	09CMS227	Replace Insulators @ TSS47 #1	257
56	09FRD009	JOHNSBURG RD IL 31 WO 6610825	44,412
57	09FRD028	O to U Grayslake @ Whitney St	0
58	09FRD060	METRA 61ST & LASALLE ADA RAMP	35,385
59	09FRD082	Grundy County Old Stage Rd 2	21,738
60	09FRD085	Realign Renwick Rd	51,611
61	09FRD093	UPRR Spur Track Add to CSX	74,056
62	09FRD104	ARGO/SUMMIT UPRR Non-Reim	8,203
63	09NBD091	401 N Cicero / OH	59,612
64	09NBD119	Nesler & South St 750 Ext	(862)
65	09NBD140	US CELLULAR 115 COMMERCE	(5,096)
66	09NBD185	Cable @ Lake Cnty Forst Presrv	16
67	09NBD186	Vault Chicago Theolog Seminary	111,644
68	09NBD195	Owens Glass 34kV OH ATO	7,977
69	09SPD060A	L1605 Tension Brace - WETLAND	197,212
70	09SPD083	Replace Battery @ TDC 559	69,513
71	09SPD117	Repl Relays @ TDC 505 Feeders	145,540
72	09SPD118	Repl Relays @ TDC505 Bus	42,694
73	09SPD119	Repl Relays @ TDC505 4kV fdr	77,987
74	09SPD120	Repl Relays @ TDC505 4kV Bus	21,269
75	09SPS003	TSS89 BEVERLY- BATTERY CABLE	55,859
76	09SPS012	MCR NON TKY W6211	36
77	09SPS072	Replace Disconnects @ ESSD438	2,246
78	09SPS077	Replace Arresters @ TSS160	(300)
79	09SPS078	Replace Arresters @ TDC560	2,073
80	09SPS079	Replace Arresters @ TDC562	1,188
81	10CED037	Retire 34kV bus at Westmont	1,756
82	10CMD014	Repl Faulty Rectifier EM 379B	1,303
83	10CMD020	Repl ATO N Shore Sanitary Dist	3,218
84	10CMD023	ESSX454 Wire Replacement L5352	(0)

**Commonwealth Edison Company**  
Distribution CWIP Projects Not Accruing AFUDC  
As of 12/31/2010

Line No.	Distribution Project ID	Description	CWIP Amount as of 12/31/2010
(A)	(B)	(C)	
85	10CMD032	EM 863B Replace Rectifier	11,167
86	10CMD051	L0906 PEG Maintenance	(0)
87	10CMD053	EM426-B7 Install dust anodes	20,469
88	10CMS028	Removable Links @ TSS70	24,582
89	10CMS033	Repl Battery Chargers @ DCZ310	1,734
90	10CMS044	Station Heaters @ DSS875	41,403
91	10CMS047	Repl Switch @ ESSD695	12,756
92	10CMS048	Repl Switch @ TSS64	45,287
93	10CMS053	Repl Transformer 2 DCY314	26,114
94	10CMS054	Transformer Bushings @ TSS192	40,933
95	10CMS057	Repl Relay @ TSS114	14,480
96	10CMS063	Repl Cable @ TSS88	4,532
97	10CMS070	Transformer @ DCD62 L6431 A	2,595
98	10CMS071	Transformer @ DCD62 TR51	21,572
99	10CMS072	Transformer @ DCD62 L6489 (C)	1,423
100	10CMS073	Transformer @ DCD62 L 6469 B	3,550
101	10CMS074	Transformer @ DCD62 L 6469 A	5,475
102	10CMS075	Transformer @ DCD62 L6431 B	2,931
103	10CMS076	Transformer @ DCD62 L6431 C	5,802
104	10CMS077	Repl Oil Breaker @ TSS70	97,103
105	10CMS078	Replace Disconnect SS471	24,733
106	10CMS085	Replace Relays @ TDC258	13,056
107	10CMS089	Repl Disconnect Switch TSS172	882
108	10CMS094	TSS85 RPLC SWITCH L856TBUS1	27,640
109	10CMS095	Repl Fuse Disconnect TSS131	9,608
110	10CMS097	Correct Wiring TDC457	6,875
111	10CMS098	Repl Disconnects @ DSS459	940
112	10CMS099	TSS192 Upgrading Power Feeds	23,538
113	10CMS101	Lqd Disconnect TSS64 (bus 1)	767
114	10CMS106	Repl Voltage Regulator DCS42	22,535
115	10CMS112	Replace Bushing DSS679	988
116	10CMS122	TSS78 Replace 138kV Switch	26,494
117	10CMS130	DSS884 Light Fixture Replace	365
118	10CMS132	DSS896 Light Fixture Replace	10,536
119	10CMS133	DSS875 Light Fixture Replace	3,705
120	10CMS138	TSS75 Repl Battery & Charger	59,629
121	10CMS140	Replace Regulator DCH62	42,474
122	10CMS148	TSS 57 Replace DC Panel	34,474
123	10CMS150	TSS104 TR73 NEW RELAY	8,539
124	10CMS153	TSS37 Wire Repl on a Breaker	2,105
125	10CMS156	TSS55 Cable replacement	19,168
126	10CMS158	Repl Pole top Disconnect TR71	9,497

**Commonwealth Edison Company**  
Distribution CWIP Projects Not Accruing AFUDC  
As of 12/31/2010

Line No.	Distribution Project ID	Description	CWIP Amount as of 12/31/2010
(A)	(B)	(C)	
127	10CMS163	Repl Circuit Breaker DSS312	41,011
128	10CMS166	TSS114 Cable replacement	12,467
129	10CMS169	TDC240 Cary: Replace Relay	(0)
130	10CMS170	DCH44 Repl Lightning Arrestors	75
131	10CMS172	DCB53 Oregon: Repl Arrestors	168
132	10CMS179	Repl cable on L7611 @ TSS76	131
133	10CMS186	TSS78 Replace Bushing	1,273
134	10CMS191	DCY365 Install Door Alarms	19,779
135	10CMS194	TSS57 Repl 12kV Bus 2 Cables	68,609
136	10CMS197	SS501 Elmhurst Fire Seals	2,135
137	10CMS198	DSS514 Install Fire Seals	1,172
138	10CMS200	DCX380 Install Fire Seals	(4,263)
139	10CMS203	DSS666 Install Fire Seals	(2,228)
140	10CMS204	DSS798 Install Fire Seals	(2,228)
141	10CMS205	DSS809 Install Fire Seals	(2,444)
142	10CMS207	DSS871 Install Fire Seals	(2,197)
143	10CMS208	DC J84 - Replace Battery	13,785
144	10CMS20WC	CARPENTERVILLE RPLC REGULATOR	18,626
145	10CMS22CC	EMERGENT PRE -SET	(0)
146	10CMS23NC	REPLACE CAPBANK CABLE TDC214	42,013
147	10CMS245	REPLACE DC CABLE TSS121-TR 77	14,926
148	10CMS247	TSS102 CABLE REPLACEMENT	1,119
149	10CMS24SC	REPLACE ATO SWITCH AT DSS450	26,236
150	10CMS255	Replace Relay TDC469	44,288
151	10CMS256	TSS114 Replace Cooling System	3,728
152	10CMS257	DCW343: Repl Regulating Relay	3,710
153	10CMS258	TSS121 Freeport: Repl Arrester	(0)
154	10CMS260	ESSX475 Replace power TR2	5,467
155	10CMS270	ESSX454 Retire/Install new ATO	686
156	10CMS272	TSS123 Marengo: Repl Arrestors	942
157	10CMS275	DCH44 Ohio: Replace Arrestors	75
158	10CMS276	SS312 Steward: Repl Disconnect	9,966
159	10CMS286	TSS104 Repl MOD on TR72	28,871
160	10CMS290	TDC207 Replace Disconnect	6,597
161	10CMS293	ESSD412 Repl Transformer	3,780
162	10CMS298	TSS38 12KV Cap Bank Repl	85,423
163	10CMS29CC	TDC505 RPLC CONTROL CABLE TR72	287
164	10CMS304	Replace Chager 54001 @TSS115	5,524
165	10CMS307	TDC469 Rpl G6973 feeder relays	27,352
166	10CMS308	Replace Lead Cables TSS115	8,804
167	10CMS309	Install Test Block TDC580	27,828
168	10CMS311	TSS165: Repl Battery Charger	2,323

**Commonwealth Edison Company**  
Distribution CWIP Projects Not Accruing AFUDC  
As of 12/31/2010

Line No.	Distribution Project ID	Description	CWIP Amount as of 12/31/2010
(A)	(B)	(C)	
169	10CMS314	Replace Bushings TR1 ESSG345	4,437
170	10CMS315	SS853 Repl 4kV Ckt 44 cable	2,635
171	10CMS316	SS853 Replace 4kV Ckt 32 Cable	5,452
172	10CMS31CC	TSS57 TR2 Relay Replacement	1,809
173	10CMS32WC	Emergent Sub-Sta Pre-set	16,735
174	10CMS330	TSS110 REPLACE SWITCH	11,626
175	10CMS333	REPLACE CABLE TDC561	5,677
176	10CMS336	DC Y365 CAMPBELL 4KV BT Close	69,684
177	10CMS337	TDC222 LAKE BLUFF INST CABLE	11,353
178	10CMS340	TDC 443 HARVEY RELAY UPGRADE	24,913
179	10CMS342	REPLACE SWITCH TDC531	14,822
180	10CMS343	DCD217 REPLACE BATTERY	6,785
181	10CMS351	REPLACE BATTERY @ DSS 558	8,751
182	10CMS353	REPLACE ARRESTORS ESSF375	1,853
183	10CMS358	TSS59 - REPLACE SIDEWALK	280
184	10CMS360	DCR19-REPLACE LTC 90 RELAY	9,714
185	10CMS362	REPLACE RELAY NC6257&NC6024	(0)
186	10CMS364	INSTALL FIRE SEALS 4KV BUS 2	20,200
187	10CMS366	REPLACE ARRSTR71 ESSK319-1	17,881
188	10CMS382	TDC214-REPLC ATO RELAY	8,517
189	10CMS386	REPL CAP BANK 2 C PHASE TSS127	17,970
190	10CMS387	RPLC 90 DEVICE TDC414 TR72	8,216
191	10CMS414	TSS114 REPLC CABLE	12,110
192	10CMS439	DSS851-RELOCATE/RPLC PWR CABLE	9,709
193	10CMS443	TSS114 12KV JOINT LEAKING	60,952
194	10CMS51NC	TSS145-YORK CENTER, RPLC RELAY	3,584
195	10CMS71CC	NC8014 RPLC SWITCHGEAR	4,950
196	10CMS79WC	SS312 Steward: Replace Cables	683
197	10CMS85NC	DCW349 REPLACE TR WIRE	5,713
198	10CMS87	Repl Switch @ ESSD695	6,329
199	10CMSA1SC	REPLC CB TDC469-L81414 B PHASE	138,865
200	10CMSP2SC	Emergent Sub-Sta Pre-set	16,634
201	10CMS2SC	Emergent Sub-Sta Pre-set	9,365
202	10CMT149	Emergent Project TBD	2,182
203	10EVT01C	2010 Event Capital	(81)
204	10FRD006	IDOT IL RT83 @ RT132	292,132
205	10FRD016	I-57 & Manteno Rd Interchange	5,144
206	10FRD023	City of Elgin - Summit & Dundee	21,054
207	10FRD056	Grundy County Nettle School	(10,928)
208	10FRD061	CDOT St Improv Project #D-6-10	248,351
209	10FRD066	40th & Racine - 100% Reimbursa	2,946
210	10FRD068	IDOT Elston Ave Bridge @ I-94	23,565

**Commonwealth Edison Company**  
Distribution CWIP Projects Not Accruing AFUDC  
As of 12/31/2010

Line No.	Distribution Project ID	Description	CWIP Amount as of 12/31/2010
(A)	(B)	(C)	
211	10FRD072	O/U Romeoville Dalhardt Ave	67
212	10FRD078	IL 251 @ IL 172 RECONSTRUCTION	4,296
213	10FRD079	Bridgeview 71st ST & CSX RR	9,693
214	10FRD081	Pingree Rd-Cog Circle to UPRR	680
215	10FRD082	ARCHER LEMONT ROAD WIDENING	23,750
216	10FRD083	JOE ORR ROAD EXTENSION	13,363
217	10FRD084	IL RT 58 BASSWOOD TO PLUM GROV	20,143
218	10FRD095	IL 50 & I-57 RAM CONSTRUCTION	10,181
219	10FRD096	IL 31 & KLASEN & VIRGINIA	9,217
220	10GED009	Biogas Energy - Streator SCADA	(1,424)
221	10NBD003	Grande Prairie Treatment Plant	(4,470)
222	10NBD011	NB TOUHY CENTER	3,671
223	10NBD013	NB 2425 N Sheffield	95
224	10NBD040	West over Fort Sheridan	43,016
225	10NBD042	5215 N California	(41,896)
226	10NBD043	4543 N LINCOLN	66,044
227	10NBD044	35354 Ann Kiley Center ATO	2,111
228	10NBD053	900 N. MICHIGAN INSTALL CABLE	132,086
229	10NBD066	PRAIRIEVIEW POLE RELOCATION	(93,574)
230	10NBD068	COSTCO ASHLAND AVE	749
231	10NBD070	Tinley Metra Station	(51,641)
232	10NBD074	NORTHLAKE OVH RELOCATION	(15,298)
233	10NBD076	MT SINAI HOSPITAL 1545 S. CALI	(32,627)
234	10NBD077	ZION STATION DECOMMISSION	(165,895)
235	10NBD080	U OF C PSME BLDG WO 06927624	(20,603)
236	10NBD082	U OF C ECC LAB WO 06905494	223
237	10NBD085	45788 AMTRAK 1699 S. LUMBER	99,949
238	10NBD087	45938 544 W. OAK ST	(34,577)
239	10NBD091	GODLEY WTP	10,274
240	10NBD093	WILLIAM JONES HIGH SCHOOL	6,155
241	10NBD095	NB-WALMART- JOHNSBUG RELO	7,470
242	10NBD098	INSTALL NEW CABLE	(21,826)
243	10NBD103	71 W. HUBBARD - AMLI	18,171
244	10NBD105	3151 W. WALNUT	29,157
245	10NBD106	STATEWAY GARDENS RELO	1,285
246	10NBD107	REYES HOLDINGS - 9700 W HIGGIN	(15,818)
247	10NBD108	PULLMAN WAL-MART POLE LINE REL	1,387
248	10NBD109	W. RANDOLPH AT&T MOBILITY	87,019
249	10SPD002	G144 Spacer Cable Project	21,609
250	10SPD003	Cap and Pin Repl @ TSS42	27,849
251	10SPD011	Repl Battery/Charger @ TDC260	25,798
252	10SPD012	Repl Battery/Charger @ TDC555	77,338

**Commonwealth Edison Company**  
Distribution CWIP Projects Not Accruing AFUDC  
As of 12/31/2010

Line No.	Distribution Project ID	Description	CWIP Amount as of 12/31/2010
(A)	(B)	(C)	
253	10SPD013	Repl Batter/Charger @ TDC552	46,636
254	10SPD016	Repl Conduit on line 15313	109
255	10SPD022	DSS750 Replace Battery Cable	28,749
256	10SPD041	Replace PCB TR1 ESSY547	91,001
257	10SPD054	Replace TR77 @ TSS133	67,535
258	10SPD056	REPLACE 34KV LINE RELAY:DSS471	35,618
259	10SPD057	REPLACE 34KV LINE RELAY:DSS471	15,039
260	10SPD058	REPLACE 34KV LINE RELAY:DSS471	15,017
261	10SPD077	MAINLINE CABLE REPLC W597	52,079
262	10SPS015	Lighting System DSS761 Wendell	16,538
263	10SPS016	Lighting System DSS750 Cragin	7,778
264	10SPS017	Lighting System DSS741 Pershin	14,634
265	10SPS018	Lighting System DSS821 Marquet	18,004
266	10SPS019	Lighting System DSS851 Washten	14,877
267	10SPS021	Lighting System DDCY302, 27th	26,699
268	10SPS036	Repl Battery & Charger TDC212	39,020
269	10SPS038	Repl Battery & Charger TDC557	36,932
270	10SPS039	Repl Battery & Charger TDC565	19,186
271	10SPS057	Repl Battery TDC452 Glenwood	27
272	10SPS058	Repl Battery TDC433 Channahon	27,577
273	10SPS059	Repl Battery TDC531 Bridgeview	12,477
274	10SPS076	Rockford HQ: Replace Battery	12,868
275	10SPS082	TDC840 Repl Battery & Charger	780
276	10SPS083	ESSD727 Repl Battery & Charger	31,760
277	10SPS084	TDC505 Repl Battery & Charger	226
278	10SPS085	Sta 13 Repl Battery & Charger	5,487
279	10SPS095	RELAY UPGRADE ON L19201	17,753
280	10SPS096	RELAY UPGRADE ON L19202	6,314
281	10SPS097	RELAY UPGRADE ON L19203	6,314
282	10SPS098	RELAY UPGRADE ON L19204	8,419
283	10SPS099	DCJ97 REPLACE BATTERY CABLES	10,978
284	10SPS116	RELAY UPGRADES AT TDC840	7,221
285	10SPS117	RELAY UPGRADES AT TDC814	1,859
286	10SPS118	RELAY UPGRADES AT TSS55	11,963
287	10SPS119	RELAY UPGRADES AT TSS82	2,982
288	10SPS121	RELAY UPGRADES AT TSS33	5,374
289	10SPS124	TSS33 HAYFORD UFLS UPGR RELAY	584
290	10SPS126	TSS33 RELAY UPGR 3331,3332	25,764
291	10SPS127	TSS33 RELAY UPGR 3334,3336	8,801
292	10SPS128	TSS33 RELAY UPGR 3337,3338	2,611
293	10SPS130	TSS32 RELAY UPGR 3250 & 3258	4,985
294	10SPS173	ARC FLASH: TSS57	4,645

**Commonwealth Edison Company**  
Distribution CWIP Projects Not Accruing AFUDC  
As of 12/31/2010

Line No.	Distribution Project ID	Description	CWIP Amount as of 12/31/2010
(A)		(B)	(C)
295	10SPS174	ARC FLASH: TSS57	9,293
296	10SPS183	69KV RELAYS L69SD TSS165	5,502
297	10SPS184	69KV RELAYS L69SD TSS164	5,679
298	10SPS185	69KV RELAYS L69SD TSS162	5,679
299	10SPS186	69KV RELAYS L69ST TSS163	5,679
300	10SPS189	69KV RELAYS L69PT TSS194	5,679
301	10SPS190	69KV RELAYS L69PT TSS162	5,679
302	10SPS205	TDC411, ROMEOVILLE - BATTERY	813
303	10SPS206	TDC414 ROBERTS RD - BATTERY	1,626
304	10SPS208	TDC465 SOUTH HOLLAND - BATTERY	813
305	10SPS214	BITRONICS METER AC TO DC CONV	2,826
306	10SPS271	INSTALL UNDERFREQ PANEL TDC559	727
307	BCMD003S	Emergency Cable ReplaceOutChgo	75,971
308	BCMD008C	Chgo Line Clear backlog Jan 06	141,958
309	CSFMCAP	F&MS General Capital	234,229
310	DRSWTCH7	Demand Response Switch	48,479
311	ECCRELAF	Cust Relo Req Chgo Com OH	(651)
312	EOCNEWAS	New Com OHService Outside Chgo	(0)
313	EORNEWAS	New Res OHService Outside Chgo	0
314	MCCBLF	CABLE FAULT REPAIRS	(19,193)
315	MCOH4KIC	CM Repair - Dist Circuits IC	(122,456)
316	RPTRFD	Repair Power Transformers-Dist	0
317	Total Distribution CWIP at 12/31/10 Not Eligible for AFUDC		<u>\$ 6,224,606</u>
318	Total CWIP Balance as of 12/31/10 (FERC Form 1, Page 216)		<u>\$ 207,041,765</u>
319	5% Threshold for Schedule B-7.1		<u>\$ 10,352,088</u>

**Commonwealth Edison Company**

Cash Working Capital  
Calendar Year 2010  
(In Thousands)

Line No.	Description (A)	Amount (B)	Source (C)
1	Total Operating Revenues	\$ 2,169,227	Schedule C-1, Line 3, Column F
2	Less: Uncollectible Accounts	(16,671)	Schedule C-16, Line 1, Column D
3	Less: Depreciation & Amortization	(405,551)	Schedule C-1, Line 13, Column F
4	Less: Regulatory Debits	(29,656)	Schedule C-1, Line 15, Column F
5	Less: Pension Asset Cost Funding	(34,548)	Schedule C-1, Line 16, Column F
6	Less Deferred Taxes and ITC	(442,607)	Schedule C-1, Line 22 + Line 23, Column F
7	Less: City of Chicago Dark Fiber Tax	(74)	Schedule C-18
8	Less: Return on Equity	(310,423)	From line 10 below
9	Total Revenues for CWC calculation	<u>\$ 929,697</u>	
10	Total Rate Base	\$ 6,647,180	Schedule B-1
11	Equity Weighted Component	4.67%	Schedule D-1
12	Return on Equity	<u>\$ 310,423</u>	
13	Other O & M Expenses	\$ 1,422,689	Schedule C-1, Line 18, Column F
14	Payroll and Withholdings	(264,611)	From line 26 below
15	Inter Company Billings	(91,985)	Schedule C-13
16	Inter Company Billings - Pass throughs	(32,391)	Schedule C-13
17	Employee Benefits Expense - Pension and OPEB	(112,785)	Schedule C-11.3, allocated
18	Employee Benefits Expense - Other	(52,652)	Schedule C-11.3, allocated
19	Uncollectible Accounts	(16,671)	From line 2 above
20	Depreciation and Amortization	(405,551)	From line 3 above
21	Regulatory Debits	(29,656)	From line 4 above
22	Pension Asset Cost Funding	(34,548)	From line 5 above
23	Taxes Other than Income Taxes	(109,085)	Schedule C-1, Line 14, Column F
24	Property Leases	<u>(29,771)</u>	ComEd Exhibit 8.2 - Lead Lag Study
25	Other Operations & Maintenance	<u>\$ 242,983</u>	
26	Payroll and Withholdings - Total	\$ 293,336	Schedule C-11.1, Line 8, Column B
27	Less: Power Production	(1,432)	Schedule C-11.1, Line 2, Column B
28	Less: Transmission	<u>(27,293)</u>	Schedule C-11.1, Line 3, Column B
29	Payroll and Withholdings - Distribution, Customer Accts and A&G	<u>\$ 264,611</u>	

**Commonwealth Edison Company**  
**Jurisdictional Materials & Supplies Inventory Balance Based on a 13-Month Average**  
(In Thousands)

<u>Line No.</u>	<u>Description</u>	<u>Total Company</u>
	(A)	(B)
1	Year End Material and Supplies Inventory Balance - 2010 FERC Form 1, Page 271	
2	Transmission Related (Estimated)	\$ 43,198
3	Distribution Related (Estimated)	28,710
4	Total Account 154	<u>\$ 71,908</u>
5	Distribution Related Inventory as a Percent of Total Inventory	<u>39.93%</u>
6	13-Month Average M&S Inventory Balance (See Schedule B-8.1, Page 2)	<u>\$ 72,446</u>
7	13-Month Jurisdictional M&S Balance (Line 5 * Line 6)	<u>\$ 28,925</u>
8	Accounts Payable associated with materials and supplies at	
9	December 31 (See B-8.1, Page 2, Line 15, Column (E))	<u>\$ (13,258)</u>
10	Jurisdictional Accounts Payable balance at December 31	
11	(Line 5 * Line 9)	<u>\$ (5,293)</u>

**Commonwealth Edison Company**

Functionalization of Deferred Assets in Rate Base  
2010 Actual  
(In Thousands)

Line No.	Description (A)	12/31/2010 Actual (1) (B)	Transmission (C)	Distribution (D)	Customer (E)	Jurisdictional Portion Amount (F)	Percent (G)
<b><u>Regulatory Assets (182.3)</u></b>							
1	Capitalized incentive costs	\$ 8,439	\$ -	\$ 8,439	\$ -	\$ 8,439	100.00%
<b><u>Deferred Debits (186)</u></b>							
Cook County Forest Preserve							
2	District Fees	1,454		1,454		1,454	100.00%
Long-Term Receivable from							
3	MBA Plan	2,945	317	1,487	1,140	2,628	89.22%
4	Total Deferred Debits	\$ 4,399	\$ 474	\$ 2,221	\$ 1,703	\$ 4,082	

Notes:

(1) See Schedule B-10, Page 4 for additional detail.

(2) Assigned 100% to jurisdictional.

(3) Allocated based on 2010 Wages and Salaries allocator, see WPA-5, Page 1, Column D.

10.78% 50.50% 38.72%

**Commonwealth Edison Company**

Net Change -- Deferred Assets in Rate Base  
2010 Actual  
(In Thousands)

Line No.	Description (A)	Net Change 2010 Actual (B)	Depreciation / Amortization (C)	Expense Accrual (D)	Funding Payments (E)	Other (F)
<u>Regulatory Assets (182.3)</u>						
1	Capitalized incentive costs	\$ (242)	\$ (242)	\$ -	\$ -	\$ -
<u>Deferred Debits (186)</u>						
2	Cook County Forest Preserve District Fees	\$ 458	\$ (136)	\$ -	\$ 594	\$ -
3	Long-Term Receivable from MBA Plan	282	-	282	-	-
4	Total Deferred Debits	\$ 740	\$ (136)	\$ 282	\$ 594	\$ -

**Commonwealth Edison Company**  
Functionalization of Deferred Liabilities in Rate Base  
2010 Actual  
(In Thousands)

Line No.	Description (A)	12/31/2010 Actual (1) (B)	Transmission (C)	Distribution (D)	Customer (E)	Jurisdictional Amount (G)
	<u>Operating Reserves (228)</u>					
1	Accumulated Provision for Injuries & Damages	(2) \$ (53,670)	\$ (5,786)	\$ (27,103)	\$ (20,781)	\$ (47,884)
2	Accumulated Provision for Pensions & Benefits	(2) (314,602)	(33,914)	(158,874)	(121,814)	(280,688)
3	Accumulated Miscellaneous Operating Provisions	(3) (6,006)	-	(6,006)	-	(6,006)
4	Total Operating Reserves	<u>\$ (374,278)</u>	<u>\$ (39,700)</u>	<u>\$ (191,983)</u>	<u>\$ (142,595)</u>	<u>\$ (334,578)</u>
5	<u>Asset Retirement Obligations (ARO) (230)</u>	(4) \$ (104,936)	\$ -	\$ (29,561)	\$ -	\$ (29,561)
	<u>Deferred Credits (253)</u>					
6	Deferred Rents	\$ (10,413)	\$ (1,122)	\$ (9,291)	\$ -	\$ (9,291)
	Deferred Rent on Property not used in Delivery					
7	Service	(5) (1,893)	2 (409)	21 (1,485)	-	21 (1,485)
8	Deferred Benefits - ACRS Deductions Sold	(6) (12,306)	(1,529)	(10,754)	-	(10,754)
9	Total Deferred Credits	<u>\$ (12,306)</u>	<u>\$ (1,529)</u>	<u>\$ (10,754)</u>	<u>\$ -</u>	<u>\$ (10,754)</u>

Notes:

- (1) See Schedule B-10, Page 5.
- (2) Allocated based on 2010 actual Wages and Salaries allocator. See WPA-5, Page 1, Column D.
- (3) Consists of Environmental liabilities, which are non-bypassable; therefore assigned 100% to Distribution.
- (4) Asset Retirement Costs (ARC) and ARO are excluded except for the portion of ARO attributable to the removal reserve. Assigned based upon a detailed analysis of the ARO Regulatory Liability accounts. See WPB-10 Page 4-Removal ARO.
- (5) The exclusion of \$23 from the book balance of \$(10,413) for Deferred Rent, attributable to the Edison Building as shown on Page 5.
- (6) Allocated based on 2010 Net Plant allocator. Transmission 21.58%, Distribution 78.42%. See WPA-5, Page 2.

**Commonwealth Edison Company**  
Net Change- Deferred Liabilities in Rate Base  
2010 Actual  
(In Thousands)

Line No.	Description (A)	Amortization / Accretion (B)	Expense Accrual (C)	Payments / Settlements (D)	Other (E)	Net Change 2010 Actual (F)
	<u>Operating Reserves (228)</u>					
1	Accumulated Provision for Injuries & Damages	\$ -	\$ (12,018)	\$ 11,376	\$ -	\$ (642)
2	Accumulated Provision for Pensions & Benefits	-	(98,047)	66,316	5,457	(26,274)
3	Accumulated Miscellaneous Operating Provisions	-	(15,903)	7,991	-	(7,912)
4	Total Operating Reserves	<u>\$ -</u>	<u>\$ (125,968)</u>	<u>\$ 85,683</u>	<u>\$ 5,457</u>	<u>\$ (34,828)</u>
5	<u>Asset Retirement Obligations (ARO) (230)</u>	<u>\$ (10,228)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (10,228)</u>
	<u>Deferred Credits (253)</u>					
6	Deferred Rents	\$ 1,835	\$ -	\$ -	\$ -	\$ 1,835
7	Deferred Benefits - ACRS Deductions Sold	946	-	-	-	946
8	Total Deferred Credits	<u>\$ 2,781</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,781</u>

**Commonwealth Edison Company**  
Deferred Credits - Deferred Rents (253900)  
2010 Actual  
(In Thousands)

Line No.	Description/Location (A)	FERC Form 1 Balance (B)	Adjustments (1) (C)	Adjusted Balance (D)
1	Balance at 1/1/10 - (Account 253900)	\$ (12,248)	\$ 17	\$ (12,231)
Amortization - 2010				
2	Edison Building	(6)	6	-
3	Total Amortization - 2010	<u>(6)</u>	<u>6</u>	<u>-</u>
Accretion - 2010				
4	Libertyville Sublease	\$ 90	\$ -	\$ 90
5	Lincoln Center 2 & 3	1,389	-	1,389
6	Oakbrook Customer Care Center	21	-	21
7	Lemont Building	3	-	3
8	One Financial Place	151	-	151
9	IBM Lincoln Center Sublease	81	-	81
10	Chicago Loop Tech	106	-	106
11	Total Accretion - 2010	<u>1,841</u>	<u>-</u>	<u>1,841</u>
12	Net Amortization / Accretion	(2) \$ 1,835	\$ 6	\$ 1,841
13	Balance at 12/31/10 - (Account 253900)	<u>\$ (10,413)</u>	<u>\$ 23</u>	<u>\$ (10,390)</u>

Notes:

- (1) Deferred Rent balance for the Edison Building is removed because there is no distribution function.
- (2) The net change in the deferred rent liability account is charged to FERC Account 931000 (Rent Expense).

**Commonwealth Edison Company**  
**Additions To and Transfers From Customer Advances For Construction**  
(In Dollars)

Line No.	Description (A)	Balance as of December 31:			
		2010 (B)	2009 (C)	2008 (D)	2007 (E)
1	Line Extension Deposits (1)	\$ (46,953,444)	\$ (46,772,679)	\$ (40,679,259)	\$ (22,083,078)
2	Customer Advances for Construction (2)	(5,297,146)	(5,393,330)	(6,475,202)	(10,778,674)
3	Customer Advances - IPPs (3)	(8,032,295)	(18,670,158)	(17,144,607)	(17,891,518)
4	Total Account 252 - Customer Advances	<u>\$ (60,282,885)</u>	<u>\$ (70,836,167)</u>	<u>\$ (64,299,068)</u>	<u>\$ (50,753,270)</u>

Notes:

- (1) Refundable deposits for line extensions are collected under Rider DE, Distribution System Extensions.
- (2) Deposits related to construction or expense projects are transferred to related account as work is completed.
- (3) Cash advances from IPPs primarily for deposits for construction work and payment of transmission credits to developers.

**Commonwealth Edison Company**

**Additions To and Transfers From Customer Advances For Construction (1)**

(In Dollars)

Line No.	Description (A)	Beg Bal (B)	Adds (C)	Refunds (D)	Transfers (E)	End Balance (F)
<b>Activity in 2007</b>						
1	Line Extension Deposits	\$ (5,075,938)	\$ (16,989,897)	\$ 411,210	\$ (428,453)	\$ (22,083,078)
2	Customer Advances for Construction - Utility T&D	(12,489,045)	(4,667,968)	1,480,016	4,898,322	(10,778,674)
3	Customer Advances for Construction - Pole Attach (2)	(187,977)	(250)	94,944	93,283	-
4	Customer Advances - IPPs	(7,733,400)	(15,084,008)	238,714	4,687,177	(17,891,518)
5	Total Account 252	<u>\$ (25,486,360)</u>	<u>\$ (36,742,123)</u>	<u>\$ 2,224,885</u>	<u>\$ 9,250,329</u>	<u>\$ (50,753,270)</u>
<b>Activity in 2008</b>						
6	Line Extension Deposits	\$ (22,083,078)	\$ (18,348,994)	\$ 3,836,765	\$ (4,083,952)	\$ (40,679,259)
7	Customer Advances for Construction - Utility T&D	(10,778,674)	(10,218,230)	515,810	14,005,892	(6,475,202)
8	Customer Advances - IPPs	(17,891,518)	(14,906,441)	1,145,493	14,507,858	(17,144,607)
9	Total Account 252	<u>\$ (50,753,270)</u>	<u>\$ (43,473,665)</u>	<u>\$ 5,498,068</u>	<u>\$ 24,429,799</u>	<u>\$ (64,299,068)</u>
<b>Activity in 2009</b>						
10	Line Extension Deposits	\$ (40,679,259)	\$ (8,401,526)	\$ 2,010,705	\$ 297,402	\$ (46,772,679)
11	Customer Advances for Construction - Utility T&D	(6,475,202)	(3,637,709)	73,000	4,646,580	(5,393,330)
12	Customer Advances - IPPs	(17,144,607)	(36,550,190)	400,000	34,624,640	(18,670,158)
13	Total Account 252	<u>\$ (64,299,068)</u>	<u>\$ (48,589,425)</u>	<u>\$ 2,483,704</u>	<u>\$ 39,568,621</u>	<u>\$ (70,836,167)</u>
<b>Activity in 2010</b>						
14	Line Extension Deposits	\$ (46,772,679)	\$ (2,895,535)	\$ 3,091,697	\$ (376,926)	\$ (46,953,444)
15	Customer Advances for Construction - Utility T&D	(5,393,330)	(11,066,158)	203,410	10,958,932	(5,297,146)
16	Customer Advances - IPPs	(18,670,158)	(11,727,730)	2,701,173	19,664,420	(8,032,295)
17	Total Account 252	<u>\$ (70,836,167)</u>	<u>\$ (25,689,423)</u>	<u>\$ 5,996,280</u>	<u>\$ 30,246,426</u>	<u>\$ (60,282,885)</u>

Notes:

- (1) Totals may not add due to rounding
- (2) Beginning in 2007 the amounts collected from cable companies to prepare poles for attachments is recorded in account 416, Costs and Expenses of Merchandising, Jobbing and Contract Work, as a credit to expense.

**Commonwealth Edison Company**

Summary of Adjustments To FERC Operation and Maintenance Accounts  
2010 Actual  
(In Thousands)

Line No.	Description (A)	Source (B)	Total O&M (C)	Production (D)	Transmission (E)	Regional Transmission (F)	Distribution (G)	Customer Accounts (H)	Customer Service & Information (I)	A&G (J)
1	Total Operation & Maintenance Expense	2010 FERC Form 1, Pages 320-323	\$ 4,416,194	\$ 2,996,530	\$ 391,936	\$ 1,728	\$ 313,141	\$ 210,714	\$ 105,919	\$ 396,226
2	Adjustments:									
3	Reclassification for ICC Form 21:									
4	Costs incurred in connection with a settlement agreement between ComEd, the City of Chicago and Midwest Generation	ICC Form 21, Page 13.1	(4,949)	-	-	-	-	-	-	(4,949)
5	Exclude Account 927 - Franchise Requirements	FERC Form 1, Page 323, Line 188	(42,828)	-	-	-	-	-	-	(42,828)
6	Exclude Account 929 Duplicate Charges (Credit)	FERC Form 1, Page 323, Line 190	42,828	-	-	-	-	-	-	42,828
9	Exclude certain Industry Memberships	Sch. C-6.1	(1,218)	-	(3)	-	(288)	-	(5)	(922)
10	Include Charitable Contributions	Sch. C-7	5,995	-	-	-	-	-	-	5,995
11	Exclude General Advertising expenses	Sch. C-8	(2,905)	-	-	-	-	-	(1,664)	(1,241)
12	Exclude certain Bank Fees	Sch. C-21	(380)	-	-	-	-	-	-	(380)
13	Exclude Supply Administration Costs recovered through Rider PE	WPC-1b	(995)	-	-	-	-	-	-	(995)
14	Exclude certain Executive Compensation expenses	WPC-1c	(6,485)	-	-	-	-	-	-	(6,485)
15	Exclude CARE Programs expenses	WPC-1d	(38)	-	-	-	-	-	(27)	(11)
16	Exclude Residential Real Time Pricing Expenses	WPC-1e	(1,547)	-	-	-	-	-	-	(1,547)
17	Exclude Energy Efficiency and Demand Response Programs expenses	WPC-1f	(84,390)	-	-	-	-	-	(84,390)	-
18	Exclude certain Lease expenses	WPC-1g	(931)	-	-	-	-	-	-	(931)
20	Remove Regulatory Commission expenses	WPC-1h	(2,195)	-	-	-	-	-	-	(2,195)
21	Exclude costs recoverable under Rider AMP	WPC-1i	(9,298)	-	-	-	-	-	(9,298)	-
22	Exclude 50% of Corporate Jet costs	WPC-1j	(511)	-	-	-	-	-	-	(511)
23										
24	Adjusted Operation and Maintenance Expenses		\$ 4,306,347	\$ 2,996,530	\$ 391,933	\$ 1,728	\$ 312,853	\$ 210,714	\$ 10,535	\$ 382,054
25	2010 Wages and Salaries Allocator	WPA-5, Page 1								89,22%
26	Jurisdictional 2010 A&G Expense Before Regulatory Commission Exp									\$ 340,869
27	Add: Regulatory Commission Expenses - Distribution	WPC-1h								1,167
28	Jurisdictional 2010 A&G Expense									<u>\$ 342,036</u>

**Commonwealth Edison Company**  
Adjustments to 2010 Customer Accounts O&M  
Expenses To Exclude Non-Jurisdictional Costs  
(In Thousands)

Line No.	Description (A)	Amount (B)
1	Total Customer Accounts Expense	(1) \$ 210,714
2	Less: Non-Jurisdictional Portion of Uncollectible Accounts Expense	(2) 31,137
3	Less: Non-Jurisdictional Portion of Outside Collection Agency Costs	(3) <u>666</u>
4	Net Delivery Services Customer Accounts Expense	(4) <u><u>\$ 178,911</u></u>

Notes:

- (1) From WPC-1a, Page 1, Line 25.
- (2) From Schedule C-16, Page 1, Line 3, Column (C).
- (3) From Schedule C-16, Page 1, Line 4, Column (C).
- (4) See Schedule C-1, Page 2, Line 9, Column (D).

**Commonwealth Edison Company**

Adjustment to Operating Expenses to Exclude Supply Administration Expenses  
Recovered Through Rider PE  
Year 2010  
(In Thousands)

Line No.	Description (A)	FERC Account (B)	Supply Administration Expense (C)	Total (D)
1	Production	557	\$ 2,427	\$ -
2	Transmission		-	-
3	Distribution		-	-
4	Customer Accounts		-	-
5	Admin & General	923,926	995	995
6	Taxes Other Than Income	408.1	117	117
7	Total Supply Administration Expense		\$ 3,539	
8	Operating Expense Adjustment			\$ 1,112

**Commonwealth Edison Company**  
Executive Compensation Exclusion (1)  
Year 2010  
(In Dollars)

Line No.	Description (A)	ComEd (B)	ComEd (C)	BSC (D)	BSC (E)	BSC (F)	BSC (G)	BSC (H)	BSC (I)	BSC (J)	BSC (K)	BSC (L)	Total (M)
1	Salary	\$ -	\$ -	\$ 1,475,000	\$ 825,000	\$ 350,308	\$ 600,000	\$ 500,000	\$ 446,000	\$ 510,246	\$ 485,000	\$ 358,558	\$ 5,550,112
2	Annual Incentive for 2010	476,535	332,510	2,474,313	1,132,313	279,839	686,250	533,750	398,207	457,686	443,775	369,466	7,584,643
3	Perquisites	9,869	6,480	223,470	50,046	6,266	11,230	5,747	3,000	-	29,650	43,364	389,122
4	Other Awards	-	34,111	570,348	826,533	254,348	614,601	273,563	441,798	188,007	110,283	298,288	3,611,879
5	Benefits and Payroll Taxes	-	-	837,320	459,047	192,009	364,049	281,337	254,856	254,458	265,619	211,134	3,119,830
6	All Other	5,436	4,992	137,801	12,359	1,614,785	5,960	6,976	4,085	6,904	8,374	3,110	1,810,783
8	Subtotal	\$ 491,840	\$ 378,093	\$ 5,718,252	\$ 3,305,297	\$ 2,697,554	\$ 2,282,091	\$ 1,601,373	\$ 1,547,946	\$ 1,417,301	\$ 1,342,702	\$ 1,283,919	\$ 22,066,369
9	ComEd Percentage (2)	100%	100%	28.95%	28.95%	28.95%	28.95%	28.95%	28.95%	3.65%	28.95%	16.30%	
10	Total	\$ 491,840	\$ 378,093	\$ 1,655,434	\$ 956,884	\$ 780,942	\$ 660,665	\$ 463,598	\$ 448,130	\$ 51,781	\$ 388,712	\$ 209,279	\$ 6,485,358

Notes:

- (1) Represents Exelon Executive Committee compensation allocated to ComEd and certain ComEd Executives.
  - (2) The exclusion for Exelon Executives was based on amounts allocated to ComEd based primarily using the Modified Massachusetts Method.
- All incentives, awards, and perquisites for the two ComEd executives were excluded from operating expenses.

**Commonwealth Edison Company**  
Adjustment to Operating Expenses to Exclude CARE Program Expenses  
Year 2010  
(In Thousands)

Line No.	Description (A)	Total CARE Programs Expense (B)	Jurisdictional Adjustment For All CARE Programs (C)	Account (D)
1	Customer Service - Customer Records and Collections	\$ 0	\$ 0	903
2	Customer Service - Customer Assistance Expenses	(27)	(27)	908
3	A&G - Employee Pension & benefits	(11)	(11)	926
4	Total Operating Expense	<u>\$ (38)</u>	<u>\$ (38)</u>	

**Commonwealth Edison Company**  
Adjustment to Operating Expenses to Exclude  
Residential Real Time Pricing (RRTP) Program Expenses  
Recovered Through Rider RCA  
Year 2010  
(In Thousands)

Line No.	Description (A)	Amount (B)
1	Outside Services Employed Expense	(1) (2) \$ <u>(1,547)</u>

Notes:

- (1) RRTP costs are recorded in account 923.
- (2) Includes only incremental outside services to administer the program which are recovered through Rider RCA.

**Commonwealth Edison Company**  
Adjustments to 2010 Customer Accounts O&M  
To Exclude Energy Efficiency Program Expenses Recovered Through Rider EDA  
(In Thousands)

Line No.	Description (A)	Amount (B)
1	Total Customer Accounts Expense (1)	<u>\$ (84,390)</u>

Note:

(1) EDA costs incurred and recorded in the year 2010 recovered through Rider EDA.

**Commonwealth Edison Company**

Adjustment to Operating Expenses to Exclude Costs for  
Lease of Building in Lemont, IL  
Year 2010  
(In Thousands)

<u>Line</u> <u>No.</u>	<u>Description</u> (A)	<u>Amount</u> (B)
1	Lemont Lease Expense Adjustment	<u>\$ (931)</u>

**Commonwealth Edison Company**

Adjustment to Operating Expenses to Identify  
Regulatory Commission Expenses (Account 928) Related to Delivery Service  
Year 2010  
(In Dollars)

Line No.	Docket Numbers (A)	Description (B)	Amount (C)
1		<b>Total Regulatory Expenses Charged to Account 928</b>	(1) <u>\$2,195,219</u>
2		<b>Distribution Related Matters:</b>	
3	Numerous	Various Complaint and Petition Matters	\$336,712
4	10-0143, 10-0315	Petition for Credit Agreement	102,762
5	09-0378, 10-0520, 10-0537, 10-0590	Energy Efficiency	219,191
6	07-491, 08-0044	Petition to determine applicability of Section 16-125(e) liability related to storms.	3,023
7	07-0566	Proposed general increase in rates - Rate Case Expenses	105,238
8	10-0091	On Bill Financing Program	162,486
9	09-0373, 09-0080	Petition of ComEd Procurement Plan and Annual Reconciliation	90,650
10	10-0138	Purchase of Receivables/Consolidated Billing	126,475
11	09-0433	Uncollectible Accounts Tariff Revisions	4,321
12	10-0141, 10-0142, 10-0539	Affiliated Interest Matters (2)	14,883
13		Miscellaneous	909
14		<b>Total Delivery Service Related Matters</b>	<u>\$1,166,650</u> (3)

Notes:

- (1) FERC Form 1, Page 351, Line 46, Column h.
- (2) Affiliated Interest Matters total \$18,984 allocated to Delivery Service using the Net Plant allocator (78.42%).
- (3) See WPC-1a, Page 1, Line 28, Column J.

**Commonwealth Edison Company**  
Adjustment to Operating Expenses to Exclude  
AMP Pilot Expenses  
Recovered Through Rider AMP  
Year 2010  
(In Thousands)

<u>Line No.</u>	<u>Description</u> (A)	<u>Amount</u> (B)
1	Customer Service and Informational Expense (1)	\$ <u><u>(9,298)</u></u>

Note:

(1) AMI Pilot costs were recorded in Account 908.

**Commonwealth Edison Company**  
Adjustment to Operating Expenses to Exclude  
50% of Corporate Jet Expense  
Year 2010  
(In Thousands)

<u>Line No.</u>	<u>Description</u> (A)	<u>Amount</u> (B)
1	Exclusion of 50% of Corporate Jet Expenses	<u>\$ (511)</u>

**Commonwealth Edison Company**

Projected Plant Additions Depreciation and Amortization Expense

2011

(In Thousands)

Line No.	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
1	Distribution Plant	576,236	124,508	451,728	2.44%	11,022	100.00%	11,022
2	General Plant	90,684	36,002	54,682	4.78%	2,614	89.22%	2,332
3	Intangible Plant	30,635	2,472	28,163	10.40%	2,929	89.22%	2,613
4					<b>Total</b>	<b>16,565</b>		<b>15,967</b>

**5 Rate Calculation**

Line No.	2010 Beginning Plant in Service Balance (2)	2010 Ending Plant in Service Balance (3)	Average = ((B) + (C)) / 2	2010 FERC Form 1 Depreciation Expense (4)	Estimated Depreciation Rate by Functional Class = (E) / (D)
6	12,661,135	13,091,342	12,876,238	314,226	2.44%
7	1,303,209	1,340,192	1,321,700	63,156	4.78%
8	366,241	416,628	391,434	40,706	10.40%

**9 Retirements (5)**

Line No.	2006	2007	2008	2009	2010	Average
10	101,842	89,569	228,237	75,954	126,939	124,508
11	47,675	23,968	42,269	32,628	33,470	36,002
12	1,085	-	-	725	10,552	2,472

Notes:

- (1) General and Intangible Plant are allocated using the Wages and Salaries Allocator on WPA-5, page 5.
- (2) 2010 FERC Form 1, Pages 204, 206, Column B
- (3) 2010 FERC Form 1, Pages 205, 207, Column G
- (4) 2010 FERC Form 1, Page 336, Column F
- (5) 2006 - 2010 FERC Form 1, Pages 205 - 207, Column D

**Commonwealth Edison Company**  
**Adjustments to 2010 Unusual Operating Expenses Greater than \$10M (1)**

2010  
(In Thousands)

Line No.	Description (A)	Amount (B)	Total (C)
1	<u>Incremental costs for the June 18th, 2010 storm</u>		
2	Distribution Expense	\$ 11,079	Various Accounts
3	Number of Years of Amortization	<u>5</u>	
4	Annual Amortization	\$ 2,216	= Line 2 / Line 3
5	Expense adjustment	\$ (11,079)	= Line 2 * -1
6	Amortization adjustment	<u>2,216</u>	= Line 4
7	Net expense adjustment	<u><u>\$ (8,863)</u></u>	= Line 5 + Line 6
8	Deferred Debit	\$ 8,863	= Line 7 * -1
9	<u>Illinois Distribution Tax credits accrued in 2010 (2)</u>		
10	2008 Illinois Distribution Tax Credit Accrued	\$ (17,400)	
11	2009 Illinois Distribution Tax Credit Accrued	(7,300)	
12	2010 Illinois Distribution Tax Credit Accrued	<u>(14,280)</u>	
13	Total Credits	\$ (38,980)	= Line 10 + Line 11 + Line 12
14	Number of Years of Amortization	<u>5</u>	
15	Annual Amortization	\$ (7,796)	= Line 13 / Line 14
16	Expense adjustment	\$ 38,980	= Line 13 * -1
17	Amortization adjustment	<u>(7,796)</u>	= Line 15
18	Net expense adjustment	<u><u>\$ 31,184</u></u>	= Line 16 + Line 17
19	Deferred Credit	\$ (31,184)	= Line 18 * -1
	<u>Deferred Tax Impact</u>		
20	Deferred Debit - Storm Cost	\$ (8,863)	= Line 7
21	Deferred Credit - Illinois Distribution Tax	<u>31,184</u>	= Line 18
22	Total Amount Deferred	\$ 22,321	= Line 21 + Line 20
23	Effective Tax Rate	<u>39.745%</u>	
24	Accumulated Deferred Income Tax Impact	<u><u>\$ 8,871</u></u>	= Line 22 * Line 23

Notes:

- (1) Schedule to reflect the deferral and test year amortization of unusual operating expense adjustments greater than \$10M.
- (2) In 2010 ComEd accrued other tax expense credits for anticipated refunds of Illinois Distribution Taxes paid in 2008 and 2009 and projected for 2010. The refunds are generated when total Statewide distribution tax payments exceed a statutory annual cap.

**Commonwealth Edison Company**

Flow-Through Income Taxes

2010 Actual

(In Thousands)

Line	Description (A)	Income Statement				Total = (B) + (D) (E)	Jurisdictional % (F)	Jurisdictional \$ (G)
		2010 Total Deferred Taxes (B)	2010 Current Taxes Adds/(Deducts) (C)	Tax Effected (D)				
1	Depreciation- Addback Book Depreciation	(1) \$ (187,228)	\$ 471,072	\$ 187,228	\$ 0	78.42%	\$ -	
2	Depreciation- Fed Tax	(2) 446,712	(1,275,819)	(446,536)	176	78.42%	138	
3	Depreciation- State Tax	(3) 50,701	(1,052,551)	(49,944)	757	78.42%	594	
4	Flow-Through Taxes, Plant and Equipment	\$ 310,185		\$ (309,252)	\$ 933		\$ 732	
5	Other Flow Through							
6	AFUDC Equity	(4) \$ -	\$ (3,447)	\$ (1,370)	\$ (1,370)	78.42%	\$ (1,074)	
7	Total 2010 Jurisdictional Flow Through Income Taxes						\$ (342)	

Notes:

- (1) Deferred Tax amount from Schedule C-5.2, Page 2, Line 5. Tax Addition from Schedule C-5, Page 2, Line 8.
- (2) Deferred Tax amount from Schedule C-5.2, Page 2, Line 6. Tax Deduction from Schedule C-5, Page 3, Line 25.
- (3) Deferred Tax amount from Schedule C-5.2, Page 2, Line 7. Tax Deduction from Schedule C-5, Page 4, Line 1.
- (4) Tax Deduction from Schedule C-5, Page 3, Line 4.

Combined rate 39.745%  
Federal Rate 35.00%  
State Effective Rate 4.745%

**Commonwealth Edison Company**  
**Informational and Instructional Advertising Expenses**  
 Charged to Account 909  
2010 Actual  
 (In Thousands)

Line No.	Topic (A)	Advertising (B)	Ad Component (C)	Total Media Cost (D)	Total Production Cost (E)
1	Public Health and Safety	Electric Contact Mitigation	Print Advertising	\$ 237,842	\$ 5,844
2	Conservation of Energy	Appliance Recycling Program	Print Advertising	67,660	-
3	Conservation of Energy	Media Sponsorship for Radio and Television	Billboards; Radio Tips/Live & Recorded Reads; TV Vignettes, Terrariums; Print Ads	30,000	-
4	Conservation of Energy	Energy Efficiency Campaign	Print, Radio, TV and OOH (Out of Home) advertising	1,936,718	646,942
5	Conservation of Energy	Billing Assistance	Print, Radio, Transit Advertising	106,230	30,751
6	Total Jurisdictional Informational and Instructional Advertising Expense - Account 909			\$3,061,987	

**“Sniffles” - :60/Radio Appliance Recycling**

**MUSIC:** Suitably ‘sad’ music which ramps up from para 4 onwards

**AVO:** ComEd presents the power of letting go.

From DeKalb County to downtown Chicago to the suburbs of Rockford, men and women are going through difficult break-ups.

Holding back tears, they wave mournful goodbyes and, somehow, find the courage to move on.

Every week, people are letting go of that second working fridge or freezer from their basement or garage.

Sure, they’ve been through a lot together. But like any relationship that goes on too long, it’s become take, take, take. Because old appliances drain energy. Getting rid of yours could save you up to \$150 a year.

We’ll haul it away for free and even give you \$25. That should make the letting go a little easier.

Learn more about our appliance recycling program at [ComEd.com](http://ComEd.com)

ComEd. Powering lives.

**GET ROMANTIC. DIM THE LIGHTS.**  
Discover the power of love this summer.

© Commonwealth Edison Company, 2010





# THE POWER OF POSITIVE THINKING

All it takes is one great idea, one light bulb moment. CFL bulbs use 75% less energy and last about ten times longer. For discounts, visit [ComEd.com](http://ComEd.com)

**ComEd**

# THE POWER OF POSITIVE THINKING

For discounts on CFL bulbs, visit [ComEd.com](http://ComEd.com)



# ComEd®

Powering lives<sup>SM</sup>



# THE POWER OF THE POWER STRIP

Even if your TV or DVD player or whatnot is off, it's sucking energy. Using a power strip and switching it off when not in use could save you big this summer. For more energy-saving tips, visit [ComEd.com](http://ComEd.com)





# THE POWER OF THE POWER STRIP

Even if your TV or DVD player or whatnot is off, it's sucking energy. Using a power strip and switching it off when not in use could save you big this summer. For more energy-saving tips, visit [ComEd.com](http://ComEd.com)

**ComEd**

# THE POWER OF LETTING GO

Getting rid of that second working fridge could save you up to \$150 a year. If you love something, let it go. Learn more about our appliance recycling program at [ComEd.com](http://ComEd.com)

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WPC-8  
Page 8 of 15

**ComEd**<sup>®</sup>  
Powering lives<sup>™</sup>





# THE POWER OF CHANGE

**“Change” is a powerful thing... and changing incandescent light bulbs for energy-saving CFL’s could save you \$43 and some change\*, over the life of the bulb. To get CFL bulbs at a discount visit [ComEd.com](http://ComEd.com)**

\*Savings may vary  
© 2010 Commonwealth Edison Company

**ComEd**<sup>®</sup>  
Powering lives



## DÉJENOS DARLE UNA MANO



Estos son tiempos adversos para la economía. En ComEd lo sabemos y queremos ayudar. Si usted ha recibido un aviso de desconexión, puede pagar la mitad de su cuenta pendiente y nosotros le acreditaremos el resto con nuestro programa Dando Una Mano. Llámenos al 1-888-806-2273 para saber cómo podemos ayudarle. Porque en ComEd comprendemos que las dificultades son más ligeras al compartirlas.

Este programa es válido del 1 al 31 de marzo y es sólo para clientes residenciales. Los fondos son limitados y restricciones aplican. Llámenos para condiciones generales y términos, o más información acerca de otros programas de asistencia que ComEd ofrece.

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# EL PODER DE UNA IDEA

Las ideas nacen de manera espontánea cuando se nos “prende el foco”. Las bombillas fluorescentes compactas (CFL) usan hasta 75% menos energía y duran aproximadamente 10 veces más.

Para descuentos en bombillas CFL y para consejos acerca de cómo ahorrar energía, llama al 1-888-806-2273.

**ComEd**®

Iluminando vidas



Docket No. 11-  
CLIENT ComEd Ex. 4.6

PRODUCT Power of Energy

TITLE CFL Print

DATE June 10, 2010

## Print Copy

### ENGLISH BACK TRANSLATION

Headline El Poder de una Idea  
**The Power of an Idea**

Copy Las ideas nacen de manera espontánea cuando se nos “prende el foco”. Las bombillas fluorescentes compactas (CFL) usan hasta 75% menos energía y duran aproximadamente 10 veces más. Para descuentos en bombillas CFL y para consejos acerca de cómo ahorrar energía, llama al 1-888-806-2273. ComEd® Iluminando vidas. © Commonwealth Edison Company, 2010

**Ideas are born spontaneously when a “light bulb moment” comes. CFL bulbs use up to 75% less energy and last approximately 10 times longer. For discounts on CFL bulbs and tips on how to save energy, call 1-888-806-2273. ComEd® Illuminating lives. © Commonwealth Edison Company, 2010**

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# EL PODER DE DECIR ADIÓS

Tu viejo refrigerador y tú han atravesado muchos momentos juntos, pero ya es hora de que lo dejes partir. Un segundo refrigerador viejo que funciona consume mucho más energía y cuesta más. ComEd se lo lleva gratis de tu casa ahorrándote hasta \$150 al año.

Para más consejos sobre cómo ahorrar energía,  
llama al 1-888-806-2273.

**ComEd**®

Iluminando vidas



Docket No. 11-  
 CLIENT ComEd Ex. 4.6  
 PRODUCT Power of Energy  
 TITLE Appliance Recycling Print  
 DATE June 10, 2010

## Print Copy

### ENGLISH BACK TRANSLATION

Headline      El Poder de Decir Adiós  
**The Power of Saying Goodbye**

Copy            Tu viejo refrigerador y tú han atravesado muchos momentos juntos, pero ya es hora de que lo dejes partir. Un segundo refrigerador viejo que funciona consume mucho más energía y cuesta más. ComEd se lo lleva gratis de tu casa ahorrándote hasta \$150 al año. Para más consejos sobre cómo ahorrar energía, llama al 1-888-806-2273. ComEd@ Iluminando vidas. © Commonwealth Edison Company, 2010

**Your old fridge and you have gone through many moments together but it's time to let it go. A second old working refrigerator consumes much more energy and costs more. ComEd will take it away for free from your house saving you up to \$150 a year. For more tips on energy savings, call 1-888-806-2273. ComEd@ Illuminating lives. © Commonwealth Edison Company, 2010**

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## VAMPIRES ARE LURKING IN CHICAGO

Those little red lights on your TV, DVD player or game console. Think of them as little red fangs – because they are sucking energy. Unplug electronics and switch off power strips whenever you can – and you could save up to 10% of your energy.

**Commonwealth Edison Company**  
Taxes Other Than Income Taxes Expense - Electric  
2010 Actual  
(In Thousands)

Line No.	Description (A)	Operating Expense (1) (B)	Transmission (C)	Distribution (D)	Customer (E)	Other (F)	Jurisdictional Portion Amount (9) (G)	Percent (H)
1	Infrastructure Maintenance Fee	\$ 91,819	\$ -	\$ -	\$ -	\$ -	-	0.00%
2	Rider RCA - Low Income Assistance	41,994	-	-	-	-	-	0.00%
3	Rider RCA - Renewable Energy	4,382	-	-	-	-	-	0.00%
4	Real Estate Taxes	19,323	4,170	15,153	-	-	15,153	78.42%
5	Illinois Electricity Distribution Tax	66,890	-	66,890	-	-	66,890	100.00%
6	Public Utilities Fund - Base Maintenance							
6	Contribution	3,869	-	3,869	-	-	3,869	100.00%
7	Payroll Taxes	23,572	2,541	11,904	9,127	-	21,031	89.22%
8	Vehicle Taxes	16	4	12	-	-	12	78.42%
9	Miscellaneous	10	1	5	4	-	9	89.22%
10	State Franchise Tax	2,017	435	1,582	-	-	1,582	78.42%
11	Chicago Dark Fiber Tax	79	17	62	-	-	62	78.42%
12	State Use Tax on Purchases	716	155	561	-	-	561	78.42%
13	Chicago Sales and Use Tax	27	6	21	-	-	21	78.42%
	Subtotal FERC Account 408 - Taxes Except							
14	Income	\$ 254,714	\$ 7,329	\$ 100,059	\$ 9,131	\$ -	\$ 109,190	
15	Adjustment for Payroll Taxes for Supply Administration							
								(105)
								\$ 109,085

Notes:

- Totals taken from 2010 FERC Form 1, Page 262, Column "i" (Electric) - Charged to account 408.1.
- These taxes are collected under separate riders. These taxes are recorded as "pass through" balance sheet transactions. Therefore, none are Jurisdictional.
- Real Estate Taxes are allocated on the Net Plant allocator. See WPA-5, Page 2.
- Assigned 100% to jurisdictional.
- Allocated based on 2010 Wages and Salaries allocator. See WPA-5, Page 1.
- Allocated based on 2010 Net Plant allocator. See WPA-5, Page 2.

Schedule WPC-18  
Page 2 of 2

**Commonwealth Edison Company**

Balance of Accrued Property Taxes (1)

2007-2010

(In Thousands)

Line No.	Balance Month Ended	Actual		Actual		Actual	
		(A)	(B)	2010 (1)	2009 (1)	2008 (1)	2007 (1)
1	January		\$ 25,969	\$ 34,269	\$ 34,638	\$ 36,941	
2	February		15,633	23,234	26,055	28,997	
3	March		17,735	25,778	28,791	31,910	
4	April		19,838	28,322	31,518	34,823	
5	May		19,003	28,023	30,599	34,742	
6	June		20,753	30,189	32,621	36,684	
7	July		22,777	32,502	35,300	39,202	
8	August		21,919	32,055	34,248	38,277	
9	September		24,021	34,600	38,937	31,189	
10	October		26,124	37,144	26,363	34,003	
11	November		25,665	27,422	28,991	29,354	
12	December		22,496	24,256	31,567	31,836	
13	Average Balance		\$ 21,828	\$ 29,816	\$ 31,636	\$ 33,997	

Note:

(1) Ledger Subaccount 236200 - Property Taxes Payable.

**Commonwealth Edison Company**  
**Summary of Miscellaneous Revenues**  
**2010 Summary**  
**(In Thousands)**

Line No.	Description (A)	Distribution (B)	Transmission (C)	Other (D)	Total Company (G)
1	Account 450 - Forfeited Discounts (WPC-23, Page 2)	\$ (33,479)	\$ (2,647)	\$ -	\$ (36,126)
2	Account 451 - Miscellaneous Service Revenues (WPC-23, Page 3)	(8,381)	(65)	-	(8,446)
3	Account 454 - Rent for Electric Property (WPC-23, Page 4)	(58,064)	(9,637)	(378)	(68,079)
4	Account 456 - Other Electric Revenues (WPC-23, Page 5)	(1,935)	(413)	3,000	652
5	Account 456.1 - Transmission of Electricity to Others (WPC-23, Page 6)	(4,299)	(443,701)	-	(448,000)
6	Other Revenue Adjustments (WPC-23, Page 8)	(22,736)	-	(35,357)	(58,093)
7	Total	<u>\$ (128,894)</u>	<u>\$ (456,463)</u>	<u>\$ (32,735)</u>	<u>\$ (618,092)</u>

**Commonwealth Edison Company**

Account 450 - Forfeited Discounts  
2010 Actual

Line No.	Subaccount (A)	Description (B)	Distribution (C)	Transmission (1) (D)	Total (F)
1	410000	Late Payment Fees - Electric Service	\$ (28,484)	\$ (2,252)	\$ (30,736)
2	410000	Late Payment Fees - Non Standard Service	(23)	(2)	(25)
3	410000	Earned Finance Charge on Deferred Payment Agreements	(4,901)	(387)	(5,288)
4	410000	Late Payment Fees - Past due amounts billed under the Rider Residential Rate Stabilization plan	(71)	(6)	(77)
5			<u>\$ (33,479)</u>	<u>\$ (2,647)</u>	<u>\$ (36,126)</u>

Notes:

(1) Represents the portion allocated to Transmission Revenues.

**Commonwealth Edison Company**  
Account 451 - Miscellaneous Service Revenues  
2010 Actual

Line No.	Subaccount (A)	Description (B)	Distribution (1) (C)	Transmission (D)	Other (E)	Total (F)
1	410050	Return Check Charges	(2) \$ (519)	\$ (41)	\$ -	\$ (560)
2	410090	Reconnection Fees	(897)	-	-	(897)
3	412000	Fees from real estate lease applications and customer studies	(26)	-	-	(26)
4	412000	Call Center Referral Revenue	(425)	-	-	(425)
5	412000	Utility Property - Land Related	(86)	(24)	-	(110)
6	412000	Temporary Services	(1,202)	-	-	(1,202)
7	412000	Electric Choice Fees (interval data request services - special meter readings)	(1,142)	-	-	(1,142)
8	412000	Meter Tampering	(4,065)	-	-	(4,065)
9	412000	Meter Services	(9)	-	-	(9)
10	412000	Interconnection Application Fee	(10)	-	-	(10)
11			\$ (8,381)	\$ (65)	\$ -	\$ (8,446)

Notes:

- (1) Except as noted below, all miscellaneous service revenues are assigned 100% to Distribution & Customer due to the nature of the product/service.
- (2) Represents the portion allocated to transmission revenues. See calculation used in ComEd's 2011 Transmission Formula Rate Filing as shown on Schedule WPC-23, Page 2.
- (3) Represents the income from 3rd party fees for lease applications. Allocated based on Net Plant allocator. See Schedule WPA-5, Page 2.

**Commonwealth Edison Company**

Account 454 - Rent from Electric Property

2010 Actual

(In Thousands)

Line No.	Subaccount (A)	Description (B)	Distribution (C)	Transmission (D)	Other (E)	Total (F)
1	411000	Rental of Distribution Equipment - Special Contract	\$ (207)	\$ -	\$ -	(207)
2	411000	Rent from land (PHFU).	(1)	(3,985)	(378)	(4,363)
3	411000	Distribution Equipment Rentals (Rider NS)	(2)	-	-	(29,265)
4	411000	Meters (Rider ML)	(11,565)	-	-	(11,565)
5	411000	Tower Attachments	-	(2,149)	-	(2,149)
6	411000	One time easement sales	(3)	(75)	-	(95)
7	411000	Rent from Annual Easements/Right of Ways	(3)	(1,354)	-	(1,705)
8	411000	Real Estate Taxes included in rent from land easements	(3)	(389)	-	(490)
9	412000	Sublease of Office Space	(4)	(361)	-	(3,353)
10	412000	Pole Attachments	(6,789)	-	-	(6,789)
11	412000	3rd Party Use of Fiber Optic Cable	(1,331)	(366)	-	(1,698)
12	412000	One time easement sales	(3)	(197)	-	(248)
13	412000	Rent from Annual Easements	(3)	(110)	-	(139)
14		Sub Total per general ledger	\$ (52,702)	\$ (8,988)	\$ (378)	\$ (62,068)
15		Adjustments for FERC Form 1				
16		Rent from affiliates	(6)	(377)	-	(3,495)
17		Facility costs billed to affiliates from Account 421	(6)	(272)	-	(2,516)
18		Total per FERC Form 1	\$ (58,064)	\$ (9,637)	\$ (378)	\$ (68,079)

Notes:

- (1) Primarily rental of non-operational property (property held for future use). PHFU is not included in Delivery Service rate base, thus no credit is applied here.
- (2) Represents rentals under Rider NS (Optional or Non-Standard Facilities). Generally the property being rented is transformers and switch gear for a second or third point of service option.
- (3) This allocation is based on the total amount of easements at 12/31/10. See Schedule WPA-5, Page 6 for calculation of the Easement allocator.
- (4) Represents rent from subleasing of office space. The allocation is based on 2010 Wages and Salaries. See Schedule WPA-5, Page 1.
- (5) Represents the income from 3rd party use of fiber optic cable. Allocated using the Net Plant allocator. See Schedule WPA-5, Page 2 for calculation of the Net Plant allocator.
- (6) In 2010, rent billings to associated companies and revenues associated with the leasing of electric plant to third parties were recorded as "Rent from Electric Properties". The Allocation based on 2010 Wages and Salaries - Note (4).

**Commonwealth Edison Company**  
Account 456 Other Electric Revenues  
2010 Actual  
(In Thousands)

Line No.	Subaccount (A)	Description (B)	Distribution (C)	Transmission (D)	Other (E)	Total (F)
1	412000	IPP Elec Gen Study Reimb	(1) \$ (192)	\$ (23)	\$ -	\$ (215)
2	412000	IPP Elec Gen Study Reimb	(2) -	(390)	-	(390)
3	412000	Fees earned for phone/credit card payments	(1,053)	-	-	(1,053)
4	412000	Engineering studies	(590)	-	-	(590)
5	412000	Rate Relief payment to City of Chicago	-	-	3,000	3,000
6	416000	Revenue from Exelon Generation for use of distribution equipment/meters	(100)	-	-	(100)
7			<u>\$ (1,935)</u>	<u>\$ (413)</u>	<u>\$ 3,000</u>	<u>\$ 652</u>

Notes:

- (1) Represents a reimbursement for IPP generation study activities. Most of the related costs incurred in conducting the studies are recorded in accounts 408.1 and 926. The allocation is based on 2010 Wages and Salaries. See WPA-5, Page 1.
- (2) Represents the costs recorded in account 561.7 - Generation Interconnection Studies - Transmission. See FERC Form 1, Page 321, Line 91.

**Commonwealth Edison Company**

Account 456.1 Revenues from the Transmission of Electricity of Others

2010 Actual  
(In Thousands)

Line No.	Subaccount (A)	Description (B)	Product Code (C)	Description (D)	Distribution (E)	Transmission (F)	Other (G)	Total (I)
1	412500	Transmission Revenues	115 / 210	Network Transmission (1)	\$ (4,299)	\$ -	\$ -	\$ (4,299)
2	412500	Transmission Revenues	210	Network Transmission (2)	-	(24,262)	-	(24,262)
3	412500	Transmission Revenues	210	Network Transmission (3)	-	(428,101)	-	(428,101)
4	412500	Transmission Revenues	210	Network Transmission (4)	-	(3,805)	-	(3,805)
5	412500	Transmission Revenues	210	Network Transmission (5)	-	12,468	-	12,468
7		Total			\$ (4,299)	\$ (443,701)	\$ -	\$ (448,000)

Notes:

- (1) Represents "Other Support Facilities Credit" on monthly billing received from PJM. This credit relates to wholesale use of distribution facilities. See WPC-23, Page 7.
- (2) Represents "Transmission Owner Scheduling System Control and Dispatch Service Credits" on monthly billing received from PJM.
- (3) Represents "Network Integration Transmission Service Credits" on monthly billing received from PJM.
- (4) Represents "PJM Start-Up Costs" and "Expansion Cost Recovery" credits on monthly billing received from PJM.
- (5) Estimated under recovery of transmission revenue related to transmission formula rate true ups.

**Commonwealth Edison Company**

Account 456.1 Revenues from the Transmission of Electricity of Others  
Determination of 2010 Credit for Wholesale Distribution Revenue  
(In Thousands)

Line No.	Municipality (A)	Charge (B)	2010		Adjustments (D)	2010 PJM Invoices (E)
			Annual Charge (C)			
1	City of Geneva	Service	\$ 1,075	\$ -	\$ -	\$ 1,075
2	City of Naperville	Service	702	-	-	702
3	City of Rochelle	Meter	1	-	-	1
4	City of Rock Falls	Service	166	-	-	166
5		Meter	10	-	-	10
6	City of St. Charles	Service	2,178	-	-	2,178
7	Village of Winnetka	Service	164	-	-	164
8		Meter	3	-	-	3
9	Total		\$ 4,299	\$ -	\$ -	\$ 4,299

**Commonwealth Edison Company**  
Other Revenue Adjustments  
2010  
(In Thousands)

Line No.	Description (A)	Distribution (C)	Transmission (D)	Other (E)	Total (F)
1	Additional Lighting Facilities Charges	(1) \$ (6,933)	\$ -	\$ -	\$ (6,933)
2	Estimated Cost of Franchise Service	(2) (7,471)	-	(35,357)	(42,828)
3	Central Air Conditioning Cycling	(3) (1,359)	-	-	(1,359)
4	Accounting fees collected under Rider TAX	(4) (7,187)	-	-	(7,187)
5	Single Bill Option Credit	(5) 214	-	-	214
6	Total	\$ (22,736)	\$ -	\$ (35,357)	\$ (58,093)

Notes:

- (1) Charges billed for Additional Lighting Facilities are included in Sales to Ultimate Consumer.
- (2) See WPC 23, Page 9 for details on the Estimated Revenue Effect Related to Service Provided Under Franchise Agreements.
- (3) Under the Central Air Conditioning Cycling Program, \$1,427,851 in incentives (bill credits) were paid and \$2,787,226 in PJM capacity payments were received related to non-Rider EDA customers. The net revenue for 2010 was \$1,359,375. Rider EDA capacity payments and bill credits are not reflected in these amounts as they are included in Rider EDA.
- (4) Fee for reimbursement of administrative expenses (e.g. accounting, mailing, etc.) incurred in connection with the collection of municipal taxes. These fees are required to be reported on Schedule C-25, Page 4 for further details.
- (5) Credit paid to RES customers billed from their alternative retail electric supplier.

**Commonwealth Edison Company**  
 Estimated Revenue Effect Related To Service Provided Under Franchise Agreements  
 2010  
 (In Thousands)

Line No.	Description (A)	Amount (B)
1	2010 Actual FERC Account 927000 - Franchise Requirements - Electricity Supplied Without Charge	(1) \$ 42,828
2	2010 Actual FERC Account 929000 - Franchise Requirements - Electricity Supplied Without Charge	<u>(42,828)</u>
3	Net Free Service Expenses Included in A&G Accounts	<u>\$ -</u>
4	Estimated Revenue Effect Related To Service Provided Under Franchise Agreements	(2) \$ <u>7,471</u> (3)

Notes:

- (1) Represents the value of electricity supplied to municipal and other governmental units without reimbursement in compliance with franchise ordinances. Such amounts are billed to the ComEd's customers in the respective municipality using a franchise cost addition percentage, as defined by municipality in Rider FCA. The amounts, by municipality are shown on pages 608a through 608h of Form 21 ILCC.
- (2) See WPC-23, Page 10.
- (3) Used in Revenue Adjustment for Account 456, Other Electric Revenue (See WPC-23, Page 8).

**Commonwealth Edison Company**

Computation of Delivery Service Value for Franchise Service Accounts  
Based on Charges in Rate RDS - Retail Delivery Service  
2010

Line No.	Delivery Classes (A)	2010 Free Service Billing Units (B)	Current Rate RDS Charges (C)	Computed DST Cost (B * C) (D)	2010 Franchise Service Billed kWh (E)	Computed DST Cost in \$/kWh (D / E) (F)
1	Watt-Hour Delivery Class					
2	Customer Charge	10,721	\$8.43	\$90,378		
3	Standard Metering Service Charge	10,721	\$2.52	\$27,017		
4	DFC (kWh)	3,305,125	\$0.02217	\$73,275		
5	IEDT (kWh)	3,305,125	\$0.00123	\$4,065		
6	Total			\$194,735	3,305,125	\$0.0589
7	Small Load Delivery Class					
8	Customer Charge	20,100	\$11.45	\$230,145		
9	Standard Metering Service Charge	20,100	\$7.92	\$159,192		
10	Secondary Voltage DFC (kW)	389,298	\$5.14	\$2,000,992		
11	Primary Voltage DFC (kW)	297	\$4.11	\$1,221		
12	Primary Voltage Transformer Charge (kW)	0	\$0.44	\$0		
13	IEDT (kWh)	135,806,431	\$0.00123	\$167,042		
14	Total			\$2,558,592	135,806,431	\$0.0188
15	Medium Load Delivery Class					
16	Customer Charge	3,704	\$14.13	\$52,338		
17	Standard Metering Service Charge	3,704	\$17.27	\$63,968		
18	Secondary Voltage DFC (kW)	515,250	\$4.98	\$2,565,945		
19	Primary Voltage DFC (kW)	1,554	\$2.42	\$3,761		
20	Primary Voltage Transformer Charge (kW)	0	\$0.16	\$0		
21	IEDT (kWh)	224,630,712	\$0.00123	\$276,296		
22	Total			\$2,962,308	224,630,712	\$0.0132
23	Large Load Delivery Class					
24	Customer Charge	303	\$54.18	\$16,417		
25	Standard Metering Service Charge	303	\$18.32	\$5,551		
26	Secondary Voltage DFC (kW)	129,191	\$5.43	\$701,507		
27	Primary Voltage DFC (kW)	0	\$3.78	\$0		
28	Primary Voltage Transformer Charge (kW)	0	\$0.21	\$0		
29	IEDT (kWh)	58,689,718	\$0.00123	\$72,188		
30	Total			\$795,663	58,689,718	\$0.0136

**Commonwealth Edison Company**

Computation of Delivery Service Value for Franchise Service Accounts  
Based on Charges in Rate RDS - Retail Delivery Service  
2010

Line No.	Delivery Classes (A)	2010 Free Service Billing Units (B)	Current Rate RDS Charges (C)	Computed DST Cost (B * C) (D)	2010 Franchise Service Billed kWh (E)	Computed DST Cost in \$/kWh (D / E) (F)
31	Very Large Load Delivery Class					
32	Customer Charge	10	\$477.65	\$4,777		
33	Standard Metering Service Charge	10	\$19.17	\$192		
34	Secondary Voltage DFC (kW)	10,741	\$5.53	\$59,398		
35	Primary Voltage DFC (kW)	0	\$4.07	\$0		
36	Primary Voltage Transformer Charge (kW)	0	\$0.23	\$0		
37	IEDT (kWh)	4,475,627	\$0.00122	\$5,460		
38	Total			\$69,827	4,475,627	\$0.0156
39	Fixture-Included Lighting Delivery Class					
40	Fixture Equivalent (kWh)	9,833	\$0.0929 (1)	\$913		
41	IEDT (kWh)	9,833	\$0.00122	\$12		
42	Total			\$925	9,833	\$0.0941
43	General Lighting Delivery Class					
44	Standard Metering Service Charge (kWh)	69,383,898	\$0.00040	\$27,754		
45	DFC (kWh)	69,383,898	\$0.01119	\$776,406		
46	IEDT (kWh)	69,383,898	\$0.00122	\$84,648		
47	Total			\$888,808	69,383,898	\$0.0128
48	Total Free Service Value			\$7,470,858	\$496,301,344	\$0.0151

Note:

(1) Average revenue per kWh based on charges in Rate RDS - Retail Delivery Service for the Fixture-Included Lighting Delivery Class filed May 25, 2011, in compliance with the ICC Order entered May 24, 2011, in Docket No. 10-0467.

**Commonwealth Edison Company**  
Ratemaking Adjustments to Capital Structure  
**Removal of Goodwill (1)**  
(In Thousands)

<u>Line No.</u>	<u>Year</u> (A)	<u>Common Equity Balance</u> (B)	<u>Deduct Goodwill</u> (C)	<u>Adjusted Common Equity</u> (D)
1	2010	\$ 6,909,266 (2)	\$ 2,625,000 (3)	\$ 4,284,266

Notes:

- (1) Removal of goodwill complies with the Commission's Order in Docket 05-0597
- (2) ILCC Form 21, Page 4, Line 15, Column d
- (3) See 2010 Exelon Form 10-K, Page 61

**Commonwealth Edison Company**  
**2010 Monthly Ending Balances of Common Equity**  
(In Thousands)

<u>Line No.</u>	<u>Month</u> (A)	<u>Common Equity Balance</u> (B)
1	January	6,833,461
2	February	6,905,332
3	March	6,922,912
4	April	6,878,082
5	May	6,919,183
6	June	6,852,869
7	July	6,832,299
8	August	6,886,844
9	September	6,904,689
10	October	6,848,316
11	November	6,890,348
12	December	6,909,266

**Commonwealth Edison Company**  
**Capital Structure Objectives**

Line No.	Description (A)
1	ComEd's capital structure objectives are to maintain a capital structure that will be adequate
2	to finance its needs and provide the funds that will be appropriate to maintain safe, reliable and
3	adequate service to its customers. ComEd targets credit metrics and financial policies consistent
4	with an issuer rating of Baa1/Baa2 which would result in a senior secured debt rating of A
5	(two notches above the issuer rating). ComEd's issuer rating is Baa3, with a senior secured
6	debt rating of Baa1. Per Moody's Investor Service, an important factor in the rating methodology
7	is the supportiveness of the regulatory framework. Moody's currently rates ComEd's regulatory
8	framework as below investment grade (Ba), which currently constrains ComEd from achieving an
9	upgrade to Baa2. Timely recovery of costs is imperative to optimizing ComEd's capital structure
10	and achieving its target credit metrics.
11	ComEd has continued executing strategies to improve its capital structure. From the fourth quarter
12	of 2005 through the fourth quarter of 2008, ComEd eliminated its dividend. But as a result of
13	ComEd's improved financial health, it began issuing dividends during the first quarter of 2009.
14	Regulatory recovery of its cost of capital is essential for ComEd to achieve its capital structure
15	objectives.

**Commonwealth Edison Company**

Adjustments to Exclude Any Increment to the Cost of Capital Resulting from Investment in  
Unregulated or Non-Utility Activities

<u>Line No.</u>	<u>Description</u>
	(A)
1	ComEd does not have any outstanding investment, loan guarantee or advances to affiliates of
2	moneys, property, or other resources that have incrementally increased ComEd's cost of capital.
3	Therefore no adjustment is necessary to exclude any incremental cost of capital directly or
4	indirectly resulting from the direct or indirect investment, loan, guarantee, or advance of moneys,
5	property, or other resources to affiliates engaged in unregulated or non-utility activities. ComEd's
6	cost of capital calculation represents the cost as a stand alone company.

**Commonwealth Edison Company**  
**Amounts Invested in Unregulated and Non-Utility Affiliates (1)**  
(In Thousands)

Line No.	Description of Investment <hr style="width: 100%; border: 0.5px solid black; margin: 0;"/> (A)	Amount (in Thousands) <hr style="width: 100%; border: 0.5px solid black; margin: 0;"/> (B)
1	ComEd Financing III (2)	
2	Common securities (Ill. C.C. Docket No. 02-0562)	\$6,186
3	Undistributed earnings	\$116
4	Total	<hr style="width: 100%; border: 0.5px solid black; margin: 0;"/> \$6,302

Note:

(1) Source: 2010 ComEd FERC Form 1, Page 224

(2) ComEd Financing III is a trust established for the purpose of facilitating a subordinated debt issuance that is accounted for in the Company's embedded cost of long term debt on Schedule D-3, Page 1, Line 27. Commission Docket No. 02-0562 authorized ComEd to issue subordinated debt securities and recognized that ComEd would invest in a trust for the purpose of facilitating the transaction. Because the investment supports ComEd's traditional regulated utility operations by facilitating the issuance of long-term debt under favorable terms and is a minor investment relative to ComEd's outstanding common equity (representing less than one-half of one percent) it does not incrementally increase the company's cost-of-capital.

**\$1,000,000,000**

**CREDIT AGREEMENT**

**dated as of March 25, 2010**

**among**

**COMMONWEALTH EDISON COMPANY**  
**as Borrower,**

**VARIOUS FINANCIAL INSTITUTIONS**  
**as Lenders,**

**JPMORGAN CHASE BANK, N.A.,**  
**as Administrative Agent,**

**BANK OF AMERICA, N.A.,**  
**as Syndication Agent**

**and**

**BARCLAYS BANK PLC and CITIBANK, N.A.,**  
**as Documentation Agents**

**J.P. MORGAN SECURITIES, INC., BANC OF AMERICA SECURITIES LLC,**  
**BARCLAYS CAPITAL and CITIGROUP GLOBAL MARKETS INC.,**  
**as Joint Lead Arrangers and Joint Bookrunners**

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## CREDIT AGREEMENT

THIS CREDIT AGREEMENT dated as of March 25, 2010 is among COMMONWEALTH EDISON COMPANY, the banks listed on the signature pages hereof, JPMORGAN CHASE BANK, N.A., as Administrative Agent, BANK OF AMERICA, N.A., as Syndication Agent, and BARCLAYS BANK PLC and CITIBANK, N.A., as Documentation Agents. The parties hereto agree as follows:

### ARTICLE I DEFINITIONS AND INTERPRETATION

SECTION 1.01. Certain Defined Terms. As used in this Agreement, each of the following terms shall have the meaning set forth below (each such meaning to be equally applicable to both the singular and plural forms of the term defined):

“ABR”, when used in reference to any Advance or Borrowing, refers to such Advance, or the Advances comprising such Borrowing, bearing interest at a rate determined by reference to the Alternate Base Rate.

“Adjusted Funds From Operations” means, for any period, Net Cash Flows From Operating Activities for such period plus Interest Expense for such period minus (x) the portion (but not less than zero) of Net Cash Flows From Operating Activities for such period attributable to any consolidated Subsidiary that has no Debt other than Nonrecourse Indebtedness and (y) After-Tax Transitional Funding Instrument Revenue for such period.

“Adjusted LIBO Rate” means, with respect to any Eurodollar Advance for any Interest Period, an interest rate per annum (rounded upwards, if necessary, to the next 1/16 of 1%) equal to (a) the LIBO Rate for such Interest Period multiplied by (b) the Statutory Reserve Rate.

“Administrative Agent” means JPMCB in its capacity as administrative agent for the Lenders pursuant to Article VII, and not in its individual capacity as a Lender, and any successor Administrative Agent appointed pursuant to Section 7.06.

“Administrative Questionnaire” means an administrative questionnaire, substantially in the form supplied by the Administrative Agent, completed by a Lender and furnished to the Administrative Agent in connection with this Agreement.

“Advance” means an advance by (a) a Lender to the Borrower of a Revolving Loan hereunder or (b) a Swingline Lender to the Borrower of a Swingline Loan hereunder. An Advance may be a Base Rate Advance (in the case of either a Revolving Loan or a Swingline Loan), a Eurodollar Advance (in the case of a Revolving Loan), or a Cost of Funds Advance (in the case of a Swingline Loan), each of which shall be a “Type” of Advance.

“Affiliate” means, as to any Person, any other Person that, directly or indirectly, controls, is controlled by or is under common control with such Person or is a director or officer of such Person.

“After-Tax Transitional Funding Instrument Revenue” means, for any period, the portion of consolidated revenue for such period attributable to charges invoiced to customers in respect of Transitional Funding Instruments, after deducting applicable income taxes.

“Agents” means the Administrative Agent, the Documentation Agents and the Syndication Agent; and “Agent” means any one of the foregoing.

“Aggregate Commitment Amount” means the total of the Commitment Amounts of all Lenders as in effect from time to time.

“Alternate Base Rate” means a fluctuating rate of interest equal to the highest of (a) the Prime Rate, (b) the federal funds effective rate from time to time plus 0.5% and (c) the Adjusted LIBO Rate for a one month Interest Period on such day (or if such day is not a Business Day, the immediately preceding Business Day) plus 1%, provided that, for the avoidance of doubt, the Adjusted LIBO Rate for any day shall be based on the rate appearing on the Reuters BBA Libor Rates Page 3750 (or on any successor or substitute page of such page) at approximately 11:00 a.m. London time on such day. Any change in the ABR due to a change in the Prime Rate, the federal funds effective rate or the Adjusted LIBO Rate shall be effective from and including the effective date of such change in the Prime Rate, the federal funds effective rate or the Adjusted LIBO Rate, respectively.

“Applicable Lending Office” means, with respect to each Lender, such Lender’s Domestic Lending Office in the case of a Base Rate Advance or Cost of Funds Advance and such Lender’s Eurodollar Lending Office in the case of a Eurodollar Advance.

“Applicable Margin” - see Schedule I.

“Approved Fund” has the meaning set forth in Section 8.07(a).

“Assignment and Assumption” means an assignment and assumption entered into by a Lender and an Eligible Assignee, and accepted by the Administrative Agent, in substantially the form of Exhibit A.

“Bank of America” means Bank of America, N.A.

“Barclays” means Barclays Bank PLC.

“Base Rate Advance” means an Advance that bears interest as provided in Section 2.06(a).

“Bond LC Supplement” means the Bond LC Supplement to the Credit Agreement attached hereto as Annex A.

“Borrower” means Commonwealth Edison Company, an Illinois corporation, or any Eligible Successor thereof.

“Borrowing” means a group of Advances of the same Type made, continued or converted on the same day by the Lenders ratably according to their Pro Rata Shares and, in the case of a Borrowing of Eurodollar Advances, having the same Interest Period.

“Business Day” means a day on which banks are not required or authorized to close in Chicago, Illinois or New York, New York, and, if the applicable Business Day relates to any Eurodollar Advance, on which dealings are carried on in the London interbank market.

“Citi” means Citibank, N.A.

“Code” means the Internal Revenue Code of 1986.

“Commitment” means, for any Lender, such Lender’s commitment to make Advances and participate in Facility LCs hereunder.

“Commitment Amount” means, for any Lender at any time, the amount set forth opposite such Lender’s name on Schedule II attached hereto or, if such Lender has entered into any Assignment and Assumption, set forth for such Lender in the Register maintained by the Administrative Agent pursuant to Section 8.07(c), as such amount may be reduced pursuant to Section 2.04 or increased pursuant to Section 2.18.

“Controlled Group” means all members of a controlled group of corporations and all trades or businesses (whether or not incorporated) under common control that, together with the Borrower, are treated as a single employer under Section 414(b) or 414(c) of the Code.

“Cost of Funds Advance” means a Swingline Loan that bears interest as provided in Section 2.06(c).

“Cost of Funds Rate” means, for any period, a fluctuating interest rate per annum equal for each day during such period to any Swingline Lender’s cost of funds as determined by such Swingline Lender in its sole discretion.

“Credit Extension” means the making of an Advance or the issuance or modification of a Facility LC hereunder.

“Debt” means (i) indebtedness for borrowed money, (ii) obligations evidenced by bonds, debentures, notes or other similar instruments, (iii) obligations to pay the deferred purchase price of property or services (other than trade payables incurred in the ordinary course of business), (iv) obligations as lessee under leases that shall have been or are required to be, in accordance with GAAP, recorded as capital leases, (v) obligations (contingent or otherwise) under reimbursement or similar agreements with respect to the issuance of letters of credit (other than obligations in respect of documentary letters of credit opened to provide for the payment of goods or services purchased in the ordinary course of business) and (vi) obligations under direct or indirect guaranties in respect of, and obligations (contingent or otherwise) to purchase or otherwise acquire, or otherwise to assure a creditor against loss in respect of, indebtedness or obligations of others of the kinds referred to in clauses (i) through (v) above.

“Debt Rating” means, as of any date of determination, the Fitch Rating, the Moody’s Rating or the S&P Rating.

“Defaulting Lender” means any Lender, as reasonably determined by the Administrative Agent, that has (a) failed to fund any portion of its Advances or participations in Facility LCs or Swingline Loans within three Business Days after the date required to be funded by it hereunder, unless the subject of a good faith dispute of which such Lender has notified the Administrative Agent, (b) notified the Borrower, the Administrative Agent, an LC Issuer, a Swingline Lender or any Lender in writing that it does not intend to comply with any of its funding obligations under this Agreement or has made a public statement to the effect that it does not intend to comply with its funding obligations under this Agreement, (c) failed, within three Business Days after request by the Administrative Agent, to confirm that it will comply with the terms of this Agreement relating to its obligations to fund prospective Loans and participations in then outstanding Facility LCs and Swingline Loans; provided, that any such Lender shall cease to be a Defaulting Lender under this clause (c) upon receipt of such confirmation by the Administrative Agent, (d) otherwise failed to pay over to the Administrative Agent or any other Lender any other amount required to be paid by it hereunder within three Business Days after the date when due, unless the subject of a good faith dispute of which such Lender has notified the Administrative Agent, or (e) (i) has been adjudicated as, or determined by any governmental authority having regulatory authority over such Person or its assets to be insolvent or has a parent company that has been adjudicated as, or

determined by any governmental authority having regulatory authority over such Person or its assets to be, insolvent or (ii) become the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or custodian, appointed for it, or has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in any such proceeding or appointment or has a parent company that has become the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or custodian appointed for it, or has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in any such proceeding or appointment, unless, in the case of any Lender referred to in this clause (e), the Borrower, the Administrative Agent, each Swingline Lender and each LC Issuer shall determine in their sole and absolute discretion that such Lender intends and has the ability, and has all approvals required to enable it, to continue to perform its obligations as a Lender hereunder in accordance with all of the terms of this Agreement; provided, that a Lender shall not be a Defaulting Lender solely as a result of the acquisition or maintenance of an ownership interest in such Lender or its parent company, or of the exercise of control over such Lender or any Person controlling such Lender, by a governmental authority or instrumentality thereof.

“Documentation Agent” means each of Barclays and Citi, in its capacity as a documentation agent hereunder.

“Domestic Lending Office” means, with respect to any Lender, the office of such Lender specified as its “Domestic Lending Office” in its Administrative Questionnaire or in the Assignment and Assumption pursuant to which it became a Lender, or such other office of such Lender as such Lender may from time to time specify to the Borrower and the Administrative Agent.

“Effective Date” means the date on which all conditions precedent set forth in Section 3.01 have been satisfied.

“Eligible Assignee” means (i) a commercial bank organized under the laws of the United States, or any State thereof; (ii) a commercial bank organized under the laws of any other country that is a member of the OECD or has concluded special lending arrangements with the International Monetary Fund associated with its General Arrangements to Borrow, or a political subdivision of any such country, provided that such bank is acting through a branch or agency located in the United States; (iii) a finance company, insurance company or other financial institution or fund (whether a corporation, partnership or other entity) engaged generally in making, purchasing or otherwise investing in commercial loans in the ordinary course of its business; (iv) the central bank of any country that is a member of the OECD; (v) any Lender; or (vi) any Affiliate (excluding any individual) of a Lender; provided that, unless otherwise agreed by the Borrower and the Administrative Agent in their sole discretion, (A) any Person described in clause (i), (ii) or (iii) above shall also (x) have outstanding unsecured long-term debt that is rated BBB- or better by S&P and Baa3 or better by Moody’s (or an equivalent rating by another nationally recognized credit rating agency of similar standing if either such corporation is no longer in the business of rating unsecured indebtedness of entities engaged in such businesses) and (y) have combined capital and surplus (as established in its most recent report of condition to its primary regulator) of not less than \$100,000,000 (or its equivalent in foreign currency), and (B) any Person described in clause (ii), (iii), (iv), (v) or (vi) above shall, on the date on which it is to become a Lender hereunder, be entitled to receive payments hereunder without deduction or withholding of any United States Federal income taxes (as contemplated by Section 2.14(e)). In no event shall an Eligible Assignee include the Borrower or an Affiliate thereof.

“Eligible Successor” means a Person that (i) is a corporation, limited liability company or business trust duly incorporated or organized, validly existing and in good standing under the laws of one of the states of the United States or the District of Columbia, (ii) as a result of a contemplated acquisition, consolidation or merger, will succeed to all or substantially all of the consolidated business and assets of the Borrower or Exelon, as applicable, (iii) upon giving effect to such contemplated acquisition, consolidation or merger, will have all or substantially all of its consolidated business and assets conducted and located in the United States and (iv) in the case of the Borrower, is acceptable to the Majority Lenders as a credit matter.

“ERISA” means the Employee Retirement Income Security Act of 1974.

“Eurodollar Advance” means any Advance that bears interest as provided in Section 2.06(b).

“Eurodollar Lending Office” means, with respect to any Lender, the office of such Lender specified as its “Eurodollar Lending Office” in its Administrative Questionnaire or in the Assignment and Assumption pursuant to which it became a Lender (or, if no such office is specified, its Domestic Lending Office), or such other office of such Lender as such Lender may from time to time specify to the Borrower and the Administrative Agent.

“Event of Default” - see Section 6.01.

“Exchange Act” means the Securities Exchange Act of 1934.

“Exelon” means Exelon Corporation, a Pennsylvania corporation, or any Eligible Successor thereof.

“Existing Credit Facility” means the credit facility listed on Schedule III.

“Existing Letter of Credit” means each letter of credit issued by an LC Issuer and specified by the Borrower to the Administrative Agent on the Effective Date.

“Exiting Lender” - see Section 2.17.7.

“Existing Warrants” means the presently outstanding Common Stock Purchase Warrants (1971 Warrants and Series B Warrants) previously issued by the Borrower.

“Facility Fee Rate” - see Schedule I.

“Facility LC” means any letter of credit issued pursuant to Section 2.16 and any Existing Letter of Credit.

“Facility LC Application” - see Section 2.16.3.

“Federal Funds Rate” means, for any period, a fluctuating interest rate per annum equal for each day during such period to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers, as published for such day (or, if such day is not a Business Day, for the next preceding Business Day) by the Federal Reserve Bank of New York, or, if such rate is not so published for any day which is a Business Day, the average of the quotations for such day on such transactions received by the Administrative Agent from three Federal funds brokers of recognized standing selected by it.

“Fitch” means, Fitch, Inc. and any successor thereto.

“Fitch Rating” means, at any time, the rating issued by Fitch and then in effect with respect to the Borrower’s senior unsecured long-term public debt securities without third-party credit enhancement (it being understood that if the Borrower does not have any outstanding debt securities of the type described above but has an indicative rating from Fitch for debt securities of such type, then such indicative rating shall be used for determining the “Fitch Rating”).

“Foreign Lender” means any Lender that is organized under the laws of a jurisdiction other than the United States of America, each State thereof or the District of Columbia.

“GAAP” - see Section 1.03.

“Granting Bank” - see Section 8.07(h).

“Intangible Transition Property” means (i) “intangible transition property,” as defined in Section 18-102 of the Illinois Public Utilities Act, and (ii) any property created pursuant to an order of the Illinois Commerce Commission issued pursuant to state legislation described in clause (ii) of the definition of “Transitional Funding Instruments,” which consists primarily of the right to impose non-bypassable charges to customers of a utility in order to facilitate the utility’s recovery of specified costs and/or deferred rates.

“Interest Coverage Ratio” means, for any period of four consecutive fiscal quarters of the Borrower, the ratio of Adjusted Funds From Operations for such period to Net Interest Expense for such period.

“Interest Expense” means, for any period, “interest expense” as shown on a consolidated statement of income of the Borrower for such period prepared in accordance with GAAP plus Interest Expense to Affiliates for such period.

“Interest Expense to Affiliates” means, for any period, “Interest Expense to Affiliates” as shown on a consolidated statement of income of the Borrower for such period.

“Interest Period” means, for each Eurodollar Advance, the period commencing on the date such Eurodollar Advance is made or is converted from a Base Rate Advance and ending on the last day of the period selected by the Borrower pursuant to the provisions below and, thereafter, each subsequent period commencing on the last day of the immediately preceding Interest Period and ending on the last day of the period selected by the Borrower pursuant to the provisions below. The duration of each such Interest Period shall be 7 or 14 days or 1, 2, 3 or 6 months, as the Borrower may select in accordance with Section 2.02(a) or 2.09; provided that:

- (i) the Borrower may not select any Interest Period that ends after the latest scheduled Termination Date;
- (ii) Interest Periods commencing on the same date for Advances made as part of the same Borrowing shall be of the same duration;
- (iii) whenever the last day of any Interest Period would otherwise occur on a day other than a Business Day, the last day of such Interest Period shall be extended to occur on the next succeeding Business Day, unless such extension would cause the last

day of such Interest Period to occur in the next following calendar month, in which case the last day of such Interest Period shall occur on the next preceding Business Day;

(iv) if there is no day in the appropriate calendar month at the end of such Interest Period numerically corresponding to the first day of such Interest Period, then such Interest Period shall end on the last Business Day of such appropriate calendar month; and

(v) the Borrower may not select any Interest Period for an Advance if, after giving effect thereto, the aggregate principal amount of all Eurodollar Advances that have Interest Periods ending after the next scheduled Termination Date for any Exiting Lender plus the stated amount of all Facility LCs that have scheduled expiry dates after such Termination Date would exceed the remainder of (a) the Aggregate Commitment minus (b) the aggregate amount of the Commitments that are scheduled to terminate on such Termination Date.

“Joint Lead Arranger” means each of J.P. Morgan Securities, Inc., Banc of America Securities LLC, Barclays Capital and Citigroup Global Markets Inc., in its capacity as a joint lead arranger hereunder.

“JPMCB” means JPMorgan Chase Bank, N.A., a national banking association.

“LC Fee Rate” - see Schedule I.

“LC Issuer” means each of JPMCB, Bank of America, Barclays, Citi and any other Lender that, with the consent of the Borrower and the Administrative Agent, agrees to issue Facility LCs hereunder, in each case in its capacity as the issuer of the applicable Facility LCs.

“LC Obligations” means, at any time, the sum, without duplication, of (i) the aggregate undrawn stated amount under all Facility LCs outstanding at such time plus (ii) the aggregate unpaid amount at such time of all Reimbursement Obligations. The LC Obligations of any Lender at any time shall be its Pro Rata Share of the total LC Obligations at such time.

“LC Payment Date” - see Section 2.16.5.

“Lenders” means each of the financial institutions listed on the signature pages hereof and each Eligible Assignee that shall become a party hereto pursuant to Section 8.07.

“LIBO Rate” means, with respect to any Eurodollar Advance for any Interest Period, the rate appearing on Reuters BBA Libor Rates Page 3750 (or on any successor or substitute page of such page providing rate quotations comparable to those currently provided on such page, as determined by the Administrative Agent from time to time for purposes of providing quotations of interest rates applicable to dollar deposits in the London interbank market) at approximately 11:00 a.m., London time, two Business Days prior to the commencement of such Interest Period, as the rate for dollar deposits with a maturity comparable to such Interest Period. In the event that such rate is not available at such time for any reason, then the “LIBO Rate” with respect to such Eurodollar Advance for such Interest Period shall be the rate at which dollar deposits of \$5,000,000 and for a maturity comparable to such Interest Period are offered by the principal London office of the Administrative Agent in immediately available funds in the London interbank market at approximately 11:00 a.m., London time, two Business Days prior to the commencement of such Interest Period.

“Lien” means any lien (statutory or other), mortgage, pledge, security interest or other charge or encumbrance, or any other type of preferential arrangement (including the interest of a vendor or lessor under any conditional sale, capitalized lease or other title retention agreement).

“Majority Lenders” means Lenders having Pro Rata Shares of more than 50% (provided that, for purposes of this definition, neither the Borrower nor any of its Affiliates, if a Lender, shall be included in calculating the amount of any Lender’s Pro Rata Share or the amount of the Commitment Amounts or Outstanding Credit Extensions, as applicable, required to constitute more than 50% of the Pro Rata Shares).

“Material Adverse Change” and “Material Adverse Effect” each means, relative to any occurrence, fact or circumstances of whatsoever nature (including any determination in any litigation, arbitration or governmental investigation or proceeding), (i) any materially adverse change in, or materially adverse effect on, the financial condition, operations, assets or business of the Borrower and its consolidated Subsidiaries, taken as a whole; or (ii) any materially adverse effect on the validity or enforceability against the Borrower of this Agreement.

“Modify” and “Modification” - see Section 2.16.1.

“Moody’s” means Moody’s Investors Service, Inc. and any successor thereto.

“Moody’s Rating” means, at any time, the rating issued by Moody’s and then in effect with respect to the Borrower’s senior unsecured long-term public debt securities without third-party credit enhancement (it being understood that if the Borrower does not have any outstanding debt securities of the type described above but has an indicative rating from Moody’s for debt securities of such type, then such indicative rating shall be used for determining the “Moody’s Rating”).

“Mortgage” means the Mortgage, dated July 1, 1923, as amended and supplemented by supplemental indentures, including the Supplemental Indenture, dated August 1, 1944, from the Borrower to the trustees, BNY Mellon Trust Company of Illinois (as successor to Harris Trust and Savings Bank) and D.G. Donovan, and any successors thereto; provided that no effect shall be given to any amendment, supplement or refinancing after the date of this Agreement that would broaden the definition of “permitted liens” as defined in the Mortgage as constituted on the date of this Agreement.

“Multiemployer Plan” means a Plan maintained pursuant to a collective bargaining agreement or any other arrangement to which Exelon or any other member of the Controlled Group is a party to which more than one employer is obligated to make contributions.

“Net Cash Flows From Operating Activities” means, for any period, “Net Cash Flows provided by Operating Activities” as shown on a consolidated statement of cash flows of the Borrower for such period prepared in accordance with GAAP, excluding any “Changes in assets and liabilities” (as shown on such statement of cash flows) taken into account in determining such Net Cash Flows provided by Operating Activities.

“Net Interest Expense” means, for any period, the total of (a) Interest Expense for such period minus (b) Interest Expense to Affiliates for such period to the extent included in the amount referred to in clause (a) and related to (i) interest payments on debt obligations that are subordinated to the obligations of the Borrower under this Agreement, (ii) interest on Nonrecourse Indebtedness or (iii) Transitional Funding Instrument Interest.

“Nonrecourse Indebtedness” means any Debt that finances the acquisition, development, ownership or operation of an asset in respect of which the Person to which such Debt is owed has no recourse whatsoever to the Borrower or any of its Affiliates other than:

(i) recourse to the named obligor with respect to such Debt (the “Debtor”) for amounts limited to the cash flow or net cash flow (other than historic cash flow) from the asset;

(ii) recourse to the Debtor for the purpose only of enabling amounts to be claimed in respect of such Debt in an enforcement of any security interest or lien given by the Debtor over the asset or the income, cash flow or other proceeds deriving from the asset (or given by any shareholder or the like in the Debtor over its shares or like interest in the capital of the Debtor) to secure the Debt, but only if the extent of the recourse to the Debtor is limited solely to the amount of any recoveries made on any such enforcement; and

(iii) recourse to the Debtor generally or indirectly to any Affiliate of the Debtor, under any form of assurance, undertaking or support, which recourse is limited to a claim for damages (other than liquidated damages and damages required to be calculated in a specified way) for a breach of an obligation (other than a payment obligation or an obligation to comply or to procure compliance by another with any financial ratios or other tests of financial condition) by the Person against which such recourse is available.

“Notice of Borrowing” - see Section 2.02(a)(i).

“OECD” means the Organization for Economic Cooperation and Development.

“Outstanding Credit Extensions” means the sum of the aggregate principal amount of all outstanding Advances plus all LC Obligations.

“PBGC” means the Pension Benefit Guaranty Corporation and any entity succeeding to any or all of its functions under ERISA.

“Permitted Encumbrance” means (a) any right reserved to or vested in any municipality or other governmental or public authority (i) by the terms of any right, power, franchise, grant, license or permit granted or issued to the Borrower or (ii) to purchase or recapture or to designate a purchaser of any property of the Borrower; (b) any easement, restriction, exception or reservation in any property and/or right of way of the Borrower for the purposes of roads, pipelines, transmission lines, distribution lines, transportation lines or removal of minerals or timber or for other like purposes or for the joint or common ownership and/or use of real property, rights of way, facilities and/or equipment, and defects, irregularities and deficiencies in title of any property and/or rights of way, which, in each case described in this clause (b), whether considered individually or collectively with all other items described in this clause (b), do not materially impair the use of the relevant property and/or rights of way for the purposes for which such property and/or rights of way are held by the Borrower; (c) rights reserved to or vested in any municipality or other governmental or public authority to control or regulate any property of the Borrower or to use such property in a manner that does not materially impair the use of such property for the purposes for which it is held by the Borrower; and (d) obligations or duties of the Borrower to any municipality or other governmental or public authority that arise out of any franchise, grant, license or permit and that affect any property of the Borrower.

“Person” means an individual, partnership, corporation (including a business trust), joint stock company, trust, unincorporated association, joint venture, limited liability company or other entity, or a government or any political subdivision or agency thereof.

“Permitted Securitization” means any sale and/or contribution, or series of related sales and/or contributions, by the Borrower or any Subsidiary of the Borrower of accounts receivables, payment intangibles, notes receivable and related rights (collectively, “receivables”) or interests therein to a trust, corporation or other entity, where (a) the purchase of such receivables or interests therein is funded in whole or in part by the incurrence or issuance by the purchaser or any successor purchaser of Debt or securities that are to receive payments from, or that represent interests in, the cash flow derived primarily from such receivables or interests therein, provided, however, that “Debt” as used in this clause (a) shall not include Debt incurred by a Receivables SPC owed to the Borrower or to a Subsidiary of the Borrower which Debt represents all or a portion of the purchase price paid by the Receivables SPC for such receivables or interests therein, (b) any recourse, repurchase, hold harmless, indemnity or similar obligations of the Borrower or any Subsidiary (other than the Receivables SPC that is a party to such transaction) in respect of receivables or interests therein sold, or payments made in respect thereof, are customary for transactions of this type, and do not prevent the characterization of the transaction as a true sale under applicable laws (including debtor relief laws), and (c) any recourse, repurchase, hold harmless, indemnity or similar obligations of a Receivables SPC in respect of receivables or interests therein sold, or payments made in respect thereof, are customary for transactions of this type.

“Plan” means an employee pension benefit plan that is covered by Title IV of ERISA or subject to the minimum funding standards under Section 412 of the Code as to which the Borrower or any other member of the Controlled Group may have any liability.

“Prime Rate” means a rate per annum equal to the prime rate of interest announced by JPMCB as its prime rate (which is not necessarily the lowest rate charged to any customer) in effect at its principal office in New York City.

“Principal Subsidiary” means (a) each Utility Subsidiary (other than Commonwealth Edison Company of Indiana, Inc., so long as it does not qualify as a Principal Subsidiary under the following clause (b)) and (b) each other Subsidiary the assets of which, as of the date of any determination thereof, exceeded \$250,000,000 in book value at any time during the preceding 12-month period. Notwithstanding the foregoing, Principal Subsidiary shall not include any Receivables SPC or Special Purpose Subsidiary.

“Pro Rata Share” means, with respect to a Lender, the percentage that such Lender’s Commitment Amount is of the Aggregate Commitment Amount (disregarding, in the case of Section 2.19 when a Defaulting Lender exists, any Defaulting Lender’s Commitment Amount); provided that if, pursuant to Section 2.17.7, an Exiting Lender is not paid in full on, or retains participations in Facility LCs after, its scheduled Termination Date, then so long as the Termination Date for all other Lenders has not occurred, such Exiting Lender’s “Pro Rata Share” shall be (a) for purposes of determining the Majority Lenders, an amount equal to the principal amount of its outstanding Advances plus the amount of its participations in Facility LCs; (b) for purposes of determining (i) the amount of such Exiting Lender’s share of a requested Borrowing or (ii) such Exiting Lender’s participation in any Facility LC that is issued, or in any increase in the stated amount of any Facility LC that occurs, after such Exiting Lender’s Termination Date, zero; and (c) for purposes of determining the allocation of any payment by the Borrower among the Lenders, the percentage that the amount (if any) of principal, Reimbursement Obligations, interest and fees or other amounts of the type being paid that is owed by the Borrower to such Exiting Lender hereunder is of the aggregate amount of principal, Reimbursement Obligations, interest, fees or other amounts of the type being paid that is owed by the Borrower to all Lenders

(including all Exiting Lenders) hereunder. If the Commitments have terminated or expired, the Pro Rata Shares shall be determined based upon the Commitment Amounts most recently in effect, giving effect to any assignments and to any Lender's status as a Defaulting Lender at the time of determination.

“Receivables SPC” means a special purpose, bankruptcy-remote Person formed for the sole and exclusive purpose of engaging in activities in connection with the purchase, sale and financing of accounts receivable, payment intangibles, accounts or notes receivable and related rights in connection with and pursuant to a Permitted Securitization.

“Register” - see Section 8.07(c).

“Reimbursement Obligations” means the outstanding obligations of the Borrower under Section 2.16 to reimburse an LC Issuer for amounts paid by such LC Issuer in respect of any drawing under a Facility LC.

“Reportable Event” means a reportable event as defined in Section 4043 of ERISA and regulations issued under such section with respect to a Plan, excluding such events as to which the PBGC by regulation waived the requirement of Section 4043(a) of ERISA that it be notified within 30 days of the occurrence of such event, provided that a failure to meet the minimum funding standard of Section 412 of the Code and Section 302 of ERISA shall be a Reportable Event regardless of the issuance of any such waivers in accordance with either Section 4043(a) of ERISA or Section 412(d) of the Code.

“Revolving Credit Exposure” means, with respect to any Lender at any time, the sum of the outstanding principal amount of such Lender's Revolving Loans and its LC Obligations and Swingline Obligations at such time.

“Revolving Loan” means an Advance made pursuant to Section 2.02(a).

“S&P” means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., and any successor thereto.

“S&P Rating” means, at any time, the rating issued by S&P and then in effect with respect to the Borrower's senior unsecured long-term public debt securities without third-party credit enhancement (it being understood that if the Borrower does not have any outstanding debt securities of the type described above but has an indicative rating from S&P for debt securities of such type, then such indicative rating shall be used for determining the “S&P Rating”).

“Single Employer Plan” means a Plan maintained by the Borrower or any other member of the Controlled Group for employees of the Borrower or any other member of the Controlled Group.

“SPC” - see Section 8.07(h).

“Special Purpose Subsidiary” means a direct or indirect wholly owned Subsidiary, substantially all of the assets of which are Intangible Transition Property, and proceeds thereof, formed solely for the purpose of holding such assets and issuing Transitional Funding Instruments, and which complies with the requirements customarily imposed on bankruptcy-remote entities in receivables securitizations.

“Statutory Reserve Rate” means a fraction (expressed as a decimal), the numerator of which is the number one and the denominator of which is the number one minus the aggregate of the maximum reserve percentages (including any marginal, special, emergency or supplemental reserves) expressed as a decimal established by the Federal Reserve Board to which the Administrative Agent is subject, with

respect to the Adjusted LIBO Rate, for eurocurrency funding (currently referred to as “Eurocurrency Liabilities” in Regulation D of the Federal Reserve Board). Such reserve percentages shall include those imposed pursuant to such Regulation D. Eurodollar Advances shall be deemed to constitute eurocurrency funding and to be subject to such reserve requirements without benefit of or credit for proration, exemptions or offsets that may be available from time to time to any Lender under such Regulation D or any comparable regulation. The Statutory Reserve Rate shall be adjusted automatically on and as of the effective date of any change in any reserve percentage.

“Subsidiary” means, with respect to any Person, any corporation or unincorporated entity of which more than 50% of the outstanding capital stock (or comparable interest) having ordinary voting power (irrespective of whether or not at the time capital stock, or comparable interests, of any other class or classes of such corporation or entity shall or might have voting power upon the occurrence of any contingency) is at the time directly or indirectly owned by such Person (whether directly or through one or more other Subsidiaries). Unless otherwise indicated, each reference to a “Subsidiary” means a Subsidiary of the Borrower.

“Swingline Lender” means each of JPMCB and Bank of America, in its capacity as lender of Swingline Loans hereunder.

“Swingline Loan” means an Advance made pursuant to Section 2.02(b).

“Swingline Obligations” means, at any time, the aggregate principal amount of all Swingline Loans outstanding at such time. The Swingline Obligations of any Lender at any time shall be its Pro Rata Share of the total Swingline Obligations at such time.

“Syndication Agent” means Bank of America, in its capacity as syndication agent hereunder.

“Taxes” - see Section 2.14.

“Termination Date” means, for any Lender, the earlier of (i) March 25, 2013 (subject to extension as provided in Section 2.17) or (ii) the date on which such Lender’s Commitment is terminated or reduced to zero in accordance with the terms hereof.

“Transitional Funding Instrument” means any instrument, pass-through certificate, note, debenture, certificate of participation, bond, certificate of beneficial interest or other evidence of indebtedness or instrument evidencing a beneficial interest that (i) (A) is issued pursuant to a “transitional funding order” (as such term is defined in Section 18-102 of the Illinois Public Utilities Act, as amended) issued by the Illinois Commerce Commission at the request of an electric utility and (B) is secured by or otherwise payable solely from non-bypassable cent per kilowatt hour charges authorized pursuant to such order to be applied and invoiced to customers of such utility, or (ii) (A) is issued pursuant to a financing order of a public utilities commission at the request of an electric utility pursuant to state legislation which is enacted to facilitate the recovery of certain specified costs by electric utilities through non-bypassable cent per kilowatt hour charges and/or demand charges authorized pursuant to such order to be applied and invoiced to customers of such utility and (B) is secured by or otherwise payable solely from such non-bypassable charges.

“Transitional Funding Instrument Interest” means, for any period, the portion of Interest Expense for such period that was payable in respect of Transitional Funding Instruments.

“Type” - see the definition of Advance.

“Unmatured Event of Default” means any event which (if it continues uncured) will, with lapse of time or notice or both, become an Event of Default.

“Utility Subsidiary” means each Subsidiary that is engaged principally in the transmission or distribution of electricity or gas and is subject to rate regulation as a public utility by federal or state regulatory authorities.

SECTION 1.02. Other Interpretive Provisions. In this Agreement, (a) in the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including” and the words “to” and “until” each means “to but excluding”; (b) the term “including” means “including without limitation”; and (c) unless otherwise indicated, (i) any reference to an Article, Section, Annex, Exhibit or Schedule means an Article or Section hereof or an Annex, Exhibit or Schedule hereto; (ii) any reference to a time of day means such time in Chicago, Illinois; (iii) any reference to a law or regulation means such law or regulation as amended, modified or supplemented from time to time and includes all statutory and regulatory provisions consolidating, replacing or interpreting such law or regulation; and (d) any reference to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented or otherwise modified from time to time.

SECTION 1.03. Accounting Principles.

(a) As used in this Agreement, “GAAP” means generally accepted accounting principles in the United States, applied on a basis consistent with the principles used in preparing the Borrower’s audited consolidated financial statements as of December 31, 2009 and for the fiscal year then ended, as such principles may be revised as a result of changes in GAAP implemented by the Borrower subsequent to such date. In this Agreement, except to the extent, if any, otherwise provided herein, all accounting and financial terms shall have the meanings ascribed to such terms by GAAP, and all computations and determinations as to accounting and financial matters shall be made in accordance with GAAP. In the event that the financial statements generally prepared by the Borrower reflect a change in GAAP that affects the computation of any financial ratio or requirement set forth herein (as contemplated by Section 1.03(b)), the compliance certificate delivered pursuant to Section 5.01(b)(iv) accompanying such financial statements shall include information in reasonable detail reconciling such financial statements which reflect such change in GAAP to financial information that does not reflect such change to the extent relevant to the calculations set forth in such compliance certificate.

(b) If at any time any change in GAAP would affect the computation of any financial ratio or requirement set forth herein and the Borrower or the Majority Lenders shall so request, the Administrative Agent, the Lenders and the Borrower shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP (subject to the approval of the Majority Lenders); provided that, until so amended, such ratio or requirement shall continue to be computed in accordance with GAAP prior to such change therein.

(c) For purposes of any calculation or determination which is to be made on a consolidated basis (including compliance with Section 5.02(c)), such calculation or determination shall exclude any assets, liabilities, revenues and expenses that are included in Borrower’s financial statements from “variable interest entities” as a result of the application of FIN No. 46, Consolidation of Variable Interest Entities – an Interpretation of ARB No. 51, as updated through FIN No. 46-R and as modified by FIN No. 94.

SECTION 1.04. Letter of Credit Amounts. For purposes of determining the stated amount of any Facility LC, (a) if a Facility LC provides for one or more automatic increases in the amount available

to be drawn thereunder (as a result of lapse of time, the occurrence of certain events or otherwise), then the stated amount thereof shall be the maximum amount available to be drawn thereunder during the remaining term thereof assuming all such increases take effect, regardless of whether such maximum amount is then available; and (b) if a Facility LC has expired by its terms but any amount may still be drawn thereunder by reason of the operation of Rule 3.14 of International Standby Practices 1998, then the stated amount of such Facility LC shall be deemed to be the amount remaining available to be drawn thereunder.

## ARTICLE II AMOUNTS AND TERMS OF THE COMMITMENTS

SECTION 2.01. Commitments. Each Lender severally agrees, on the terms and conditions hereinafter set forth, to (a) make Revolving Loans to the Borrower, (b) participate in Swingline Loans of any Swingline Lender, and (c) participate in Facility LCs issued upon the request of the Borrower, in each case from time to time during the period from the date hereof to such Lender's Termination Date, in an aggregate amount not to exceed such Lender's Commitment Amount as in effect from time to time; provided that (i) the aggregate principal amount of all Revolving Loans by such Lender to the Borrower shall not exceed such Lender's Pro Rata Share of the aggregate principal amount of all outstanding Revolving Loans; (ii) such Lender's participation in Swingline Loans shall not exceed such Lender's Pro Rata Share of all Swingline Obligations; (iii) such Lender's participation in Facility LCs shall not exceed such Lender's Pro Rata Share of all LC Obligations; and (iv) the Outstanding Credit Extensions shall not at any time exceed the Aggregate Commitment Amount. Within the foregoing limits and subject to the other provisions hereof, the Borrower may from time to time borrow, prepay pursuant to Section 2.10 and reborrow hereunder prior to the latest Termination Date.

### SECTION 2.02. Procedures for Advances; Limitations on Borrowings.

#### (a) Revolving Loans.

(i) The Borrower may request Revolving Loans by giving notice (a "Notice of Borrowing") to the Administrative Agent (which shall promptly advise each Lender of its receipt thereof) not later than 11:00 A.M., New York City time, on the third Business Day prior to the date of any proposed borrowing of Eurodollar Advances and on the date of any proposed borrowing of Base Rate Advances. Each Notice of Borrowing shall be sent by facsimile and shall be in substantially the form of Exhibit B, specifying therein (1) the requested date of borrowing (which shall be a Business Day), (2) the Type of Advances requested, (3) the aggregate principal amount of the requested Revolving Loan and (4) in the case of a borrowing of Eurodollar Advances, the initial Interest Period therefor. Each Lender shall, before 2:00 P.M., New York City time, on the date of such borrowing, make available for the account of its Applicable Lending Office to the Administrative Agent at its address referred to in Section 8.02, in same day funds, such Lender's ratable portion of the requested borrowing. After the Administrative Agent's receipt of such funds and upon fulfillment of the applicable conditions set forth in Article III, the Administrative Agent will make such funds available to the Borrower at the Administrative Agent's aforesaid address.

(ii) Each Notice of Borrowing shall be irrevocable and binding on the Borrower. If a Notice of Borrowing requests Eurodollar Advances, the Borrower shall indemnify each Lender against any loss, cost or expense incurred by such Lender as a result of any failure to fulfill on or before the requested borrowing date the applicable conditions set forth in Article III, including any loss, cost or expense incurred by reason of the

liquidation or reemployment of deposits or other funds acquired by such Lender to fund the requested Advance to be made by such Lender.

(iii) Unless the Administrative Agent shall have received notice from a Lender prior to the date of any requested borrowing (or, in the case of a borrowing of Base Rate Advances to be made on the same Business Day as the Administrative Agent's receipt of the relevant Notice of Borrowing, prior to 11:30 A.M., New York City time, on such Business Day) that such Lender will not make available to the Administrative Agent such Lender's ratable portion of such borrowing, the Administrative Agent may assume that such Lender has made such portion available to the Administrative Agent on the requested borrowing date in accordance with Section 2.02(a)(i) and the Administrative Agent may, in reliance upon such assumption, make available to the Borrower on such date a corresponding amount. If and to the extent that such Lender shall not have so made such ratable portion available to the Administrative Agent, such Lender and the Borrower severally agree to repay to the Administrative Agent forthwith on demand such corresponding amount together with interest thereon, for each day from the date such amount is made available to the Borrower until the date such amount is repaid to the Administrative Agent, at (1) in the case of the Borrower, the interest rate applicable at the time to Revolving Loans made in connection with such borrowing and (2) in the case of such Lender, the Federal Funds Rate. If such Lender shall repay to the Administrative Agent such corresponding amount, such amount so repaid shall constitute such Lender's Advance as part of such Borrowing for purposes of this Agreement.

(iv) The failure of any Lender to make the Revolving Loan to be made by it on any borrowing date shall not relieve any other Lender of its obligation, if any, hereunder to make its Revolving Loan on such date, but no Lender shall be responsible for the failure of any other Lender to make any Revolving Advance to be made by such other Lender.

(v) Each Borrowing of Revolving Loans constituting Base Rate Advances shall at all times be in an aggregate amount of \$5,000,000 or a higher integral multiple of \$1,000,000; and each Borrowing of Eurodollar Advances shall at all times be in an aggregate amount of \$10,000,000 or a higher integral multiple of \$1,000,000. Notwithstanding anything to the contrary contained herein, the Borrower may not have more than 10 Borrowings of Eurodollar Advances outstanding at any time.

(b) Swingline Loans.

(i) Subject to the terms and conditions set forth herein, each Swingline Lender severally agrees to make Swingline Loans to the Borrower from time to time during the period from the date hereof to such Swingline Lender's Termination Date, in an aggregate principal amount at any time outstanding that will not result in (1) the aggregate principal amount of outstanding Swingline Loans exceeding \$50,000,000 for each such Swingline Lender, and (2) the sum of the total Outstanding Credit Extensions exceeding the Aggregate Commitment Amount; provided that such Swingline Lender shall not be required to make a Swingline Loan to refinance an outstanding Swingline Loan. Within the foregoing limits and subject to the terms and conditions set forth herein, the Borrower may borrow, prepay and reborrow Swingline Loans. All Swingline Loans shall be made as Base Rate Advances or, subject to the provisions of Section 2.06(c), Cost of Funds Advances, and shall be repaid no later than 7 days after the date any

Swingline Lender makes a Swingline Loan available to the Borrower (“Swingline Repayment Date”).

(ii) To request a Swingline Loan, the Borrower shall notify the Administrative Agent and the applicable Swingline Lender of such request by telephone (confirmed by facsimile), not later than 12:00 noon, New York City time, on the day of a proposed Swingline Loan. Each such notice shall be irrevocable and shall specify the Swingline Lender from which the Borrower seeks the Swingline Loan, the Type of Advance, the requested date (which shall be a Business Day) and amount of the requested Swingline Loan. The Administrative Agent will promptly advise the applicable Swingline Lender of any such notice received from the Borrower. The applicable Swingline Lender shall make each Swingline Loan available to the Borrower by 3:00 P.M., New York City time, on the requested date of such Swingline Loan, and each Swingline Lender shall be deemed, without further action by any party hereto, to have unconditionally and irrevocably sold to each Lender, and each Lender shall be deemed, without further action by any party hereto, to have unconditionally and irrevocably purchased from such Swingline Lender, a participation in such Swingline Loan and the related Swingline Obligation in proportion to its Pro Rata Share.

(iii) If the Borrower fails to repay fully the Swingline Loan by the Swingline Repayment Date, the Borrower shall be deemed to have requested that a Revolving Loan constituting Base Rate Advances be disbursed to reimburse the Swingline Lender in an amount equal to the unpaid Swingline Loan. In such event, the Swingline Lender shall promptly notify the Administrative Agent. Promptly upon receipt of such notice, the Administrative Agent will give notice thereof to each Lender, specifying in such notice such Lender’s Pro Rata Share of such Advance. Each Lender shall comply with its obligation under this paragraph by wire transfer of immediately available funds, in the manner as provided in Section 2.02(a)(i) with respect to Revolving Loans made by such Lender (and Section 2.02(a)(i) shall apply, mutatis mutandis, to the payment obligations of the Lenders), and the Administrative Agent shall promptly pay to the Swingline Lender the amounts so received by it from the Lenders.

(iv) If any Swingline Loan is not fully refinanced by the making of the Base Rate Advances as provided in Section 2.02(b)(iii) above because the Borrower cannot satisfy the conditions set forth in Article III or for any other reason, the Swingline Lender may by written notice given to the Administrative Agent not later than 11:00 A.M., New York City time, on any Business Day require the Lenders to fund their participations on such Business Day in all of the Swingline Loans outstanding. Promptly upon receipt of such notice, the Administrative Agent will give notice thereof to each Lender, specifying in such notice such Lender’s Pro Rata Share of such Swingline Loans. Each Lender hereby absolutely and unconditionally agrees, upon receipt of notice as provided above, to pay to the Administrative Agent, for the account of the Swingline Lender, such Lender’s Pro Rata Share of such Swingline Loans. Each Lender acknowledges and agrees that its obligation to acquire participations in Swingline Loans pursuant to this paragraph is absolute and unconditional and shall not be affected by any circumstance whatsoever, including the occurrence and continuance of an Event of Default or reduction or termination of the Commitments, and that each such payment shall be made without any offset, abatement, withholding or reduction whatsoever. Each Lender shall comply with its obligation under this paragraph by wire transfer of immediately available funds, in the same manner as provided in Section 2.02(a)(i) with respect to Revolving Loans made by such Lender (and Section 2.02(a)(i) shall apply, mutatis mutandis, to the

payment obligations of the Lenders), and the Administrative Agent shall promptly pay to the Swingline Lender the amounts so received by it from the Lenders. The Administrative Agent shall notify the Borrower of any participations in any Swingline Loan acquired pursuant to this paragraph, and thereafter payments in respect of such Swingline Loan shall be made to the Administrative Agent and not to the Swingline Lender. Any amounts received by the Swingline Lender from the Borrower (or other party on behalf of the Borrower) in respect of a Swingline Loan after receipt by such Swingline Lender of the proceeds of a sale of participations therein shall be promptly remitted to the Administrative Agent; any such amounts received by the Administrative Agent shall be promptly remitted by the Administrative Agent to the Lenders that shall have made their payments pursuant to this paragraph and to such Swingline Lender, as their interests may appear; provided that any such payment so remitted shall be repaid to such Swingline Lender or to the Administrative Agent, as applicable, if and to the extent such payment is required to be refunded to the Borrower for any reason. The purchase of participations in the Swingline Loan pursuant to this paragraph shall not relieve the Borrower of any default in the payment thereof.

(v) Each Borrowing constituting Swingline Loans shall at all times be in an aggregate amount of \$5,000,000 or a higher integral multiple of \$1,000,000.

SECTION 2.03. Facility Fee. The Borrower agrees to pay to the Administrative Agent, for the account of each Lender, a facility fee at a rate per annum equal to the Facility Fee Rate on such Lender's Pro Rata Share of the Aggregate Commitment Amount (or, after such Lender's Termination Date, of the principal amount of all Outstanding Credit Extensions) for the period from the Effective Date to such Lender's Termination Date (or, if later, the date on which all obligations of the Borrower to such Lender hereunder have been paid in full and such Lender has no participation interests in any LC Obligations), payable on the last day of each March, June, September and December and on the such Lenders' Termination Date (and, if applicable, thereafter on demand).

SECTION 2.04. Reduction of Commitment Amounts.

(a) The Borrower shall have the right, upon at least two Business Days' notice to the Administrative Agent, to ratably reduce the respective Commitment Amounts of the Lenders in accordance with their Pro Rata Shares; provided that the Aggregate Commitment Amount may not be reduced to an amount that is less than the Outstanding Credit Extensions; and provided, further, that each partial reduction of the Commitment Amounts shall be in the aggregate amount of \$10,000,000 or a higher integral multiple of \$1,000,000. Any reduction of the Commitment Amounts pursuant to this Section 2.04 shall be permanent, except as expressly provided otherwise herein.

(b) The Borrower may at any time, upon at least two Business Days' notice to the Administrative Agent, terminate the Commitments so long as the Borrower concurrently pays all of its outstanding obligations hereunder.

SECTION 2.05. Repayment of Advances. The Borrower shall repay all outstanding Advances made by a Lender, and all other obligations of the Borrower to such Lender hereunder, on such Lender's Termination Date.

SECTION 2.06. Interest on Advances. The Borrower shall pay interest on the unpaid principal amount of each Advance from the date of such Advance until such principal amount shall be paid in full, as follows:

(a) At all times such Advance is a Base Rate Advance, a rate per annum equal to the Alternate Base Rate in effect from time to time plus the Applicable Margin in effect from time to time, payable quarterly on the last day of each March, June, September and December, on the date such Base Rate Advance is converted to a Eurodollar Advance or paid in full and on such Lender's Termination Date (and, if applicable, thereafter on demand).

(b) At all times such Advance is a Eurodollar Advance, a rate per annum equal to the sum of the Adjusted LIBO Rate for each applicable Interest Period plus the Applicable Margin in effect from time to time, payable on the last day of each Interest Period for such Eurodollar Advance (and, if any Interest Period for such Advance is six months, on the day that is three months after the first day of such Interest Period) or, if earlier, on the date such Eurodollar Advance is converted to a Base Rate Advance or paid in full and on such Lender's Termination Date (and, if applicable, thereafter on demand).

(c) Swingline Loans may be a Cost of Funds Advance if the Borrower and the applicable Swingline Lender have expressly agreed to such Cost of Funds Advance (such agreement to be obtained by telephone, confirmed promptly to the Administrative Agent in writing) pursuant to the following procedures. If the Borrower desires a Cost of Funds Advance, (i) as part of the request in Section 2.02(b)(ii), the Borrower shall request a quote for a Cost of Funds Advance, and the applicable Swingline Lender shall within a reasonable time after receipt of the request directly contact the Borrower (which may be done by telephone) with its Cost of Funds Rate (confirmed by facsimile), (ii) the Borrower shall immediately inform such Swingline Lender of its decision as to whether to request a Cost of Funds Advance at the Cost of Funds Rate (which may be done by telephone and promptly confirmed in writing and which decision shall be irrevocable), and (iii) if the Borrower has so informed such Swingline Lender that it does desire a Cost of Funds Advance at the Cost of Funds Rate, the Swingline Lender shall promptly make such Cost of Funds Advance available to the Borrower. At all times such Advance is a Cost of Funds Advance, the Borrower shall pay interest on the unpaid principal amount of such Cost of Funds Advance from the date of such Cost of Funds Advance until such principal amount shall be paid in full at a rate per annum equal to the Cost of Funds Rate in effect from time to time plus the Applicable Margin for Eurodollar Advances in effect from time to time.

SECTION 2.07. [Reserved.]

SECTION 2.08. Interest Rate Determination.

(a) The Administrative Agent shall give prompt notice to the Borrower and the Lenders of each applicable interest rate determined by the Administrative Agent for purposes of Section 2.06(a) or (b).

(b) If, with respect to any Borrowing of Eurodollar Advances, the Majority Lenders notify the Administrative Agent that the Adjusted LIBO Rate for any Interest Period for such Advances will not adequately reflect the cost to such Majority Lenders of making, funding or maintaining their respective Eurodollar Advances for such Interest Period, the Administrative Agent shall forthwith so notify the Borrower and the Lenders, whereupon

(i) each Eurodollar Advance will automatically, on the last day of the then existing Interest Period therefor (unless prepaid or converted to a Base Rate Advance prior to such day), convert into a Base Rate Advance, and

(ii) the obligation of the Lenders to make, continue or convert into Eurodollar Advances shall be suspended until the Administrative Agent shall notify the Borrower and the Lenders that the circumstances causing such suspension no longer exist.

SECTION 2.09. Continuation and Conversion of Advances.

(a) The Borrower may on any Business Day, upon notice given to the Administrative Agent not later than 11:00 A.M., New York City time, on the third Business Day prior to the date of any proposed continuation of or conversion into Eurodollar Advances, and on the date of any proposed conversion into Base Rate Advances, and subject to the provisions of Sections 2.08 and 2.12, continue Eurodollar Advances for a new Interest Period or convert a Borrowing of Advances of one Type into Advances of the other Type; provided that any continuation of Eurodollar Advances or conversion of Eurodollar Advances into Base Rate Advances shall be made on, and only on, the last day of an Interest Period for such Eurodollar Advances, unless, in the case of such a conversion, the Borrower shall also reimburse the Lenders pursuant to Section 8.04(b) on the date of such conversion. Each such notice of a continuation or conversion shall, within the restrictions specified above, specify (i) the date of such continuation or conversion, (ii) the Advances to be continued or converted, and (iii) in the case of continuation of or conversion into Eurodollar Advances, the duration of the Interest Period for such Advances.

(b) If the Borrower fails to select the Type of any Advance or the duration of any Interest Period for any Borrowing of Eurodollar Advances in accordance with the provisions contained in the definition of "Interest Period" in Section 1.01 and Section 2.09(a), the Administrative Agent will forthwith so notify the Borrower and the Lenders and such Advances will automatically, on the last day of the then existing Interest Period therefor, convert into Base Rate Advances.

SECTION 2.10. Prepayments. The Borrower may, upon notice to the Administrative Agent not later than 11:00 A.M., New York City time, at least three Business Days prior to any prepayment of Eurodollar Advances or on the date of any prepayment of Base Rate Advances, in each case stating the proposed date and aggregate principal amount of the prepayment, and if such notice is given the Borrower shall, prepay the outstanding principal amounts of the Advances made as part of the same Borrowing in whole or ratably in part, together with accrued interest to the date of such prepayment on the principal amount prepaid; provided that (i) each partial prepayment shall be in an aggregate principal amount not less than \$10,000,000 or a higher integral multiple of \$1,000,000 in the case of any prepayment of Eurodollar Advances and \$5,000,000 or a higher integral multiple of \$1,000,000 in the case of any prepayment of Base Rate Advances (provided that if the aggregate amount of Advances made pursuant to Section 2.16 as a result of a drawing under a Facility LC is not \$5,000,000 or a higher integral multiple of \$1,000,000, then the next prepayment of Base Rate Advances shall be in an aggregate amount that causes the aggregate principal amount of all Base Rate Advances to be either (x) zero or (y) \$5,000,000 or a higher integral multiple of \$1,000,000) and (ii) in the case of any such prepayment of a Eurodollar Advance, the Borrower shall be obligated to reimburse the Lenders pursuant to Section 8.04(b) on the date of such prepayment.

SECTION 2.11. Increased Costs.

(a) If on or after the date of this Agreement, any Lender or LC Issuer determines that (i) the introduction of or any change (other than, in the case of Eurodollar Advances, any change by way of imposition or increase of reserve requirements included in the Statutory Reserve Rate) in or in the interpretation of any law or regulation or (ii) the compliance with any guideline or request from any central bank or other governmental authority (whether or not having the force of law) shall increase the cost to such Lender or such LC Issuer, as the case may be, of agreeing to make or making, funding or maintaining Eurodollar Advances or of issuing or participating in any Facility LC, then the Borrower shall from time to time, upon demand by such Lender or such LC Issuer (with a copy of such demand to the Administrative Agent), pay to the Administrative Agent for the account of such Lender or such LC Issuer additional amounts (without duplication of any amount payable pursuant to Section 2.14) sufficient

to compensate such Lender or such LC Issuer for such increased cost; provided that no Lender shall be entitled to demand such compensation more than 90 days following the last day of the Interest Period in respect of which such demand is made and no LC Issuer shall be entitled to demand such compensation more than 90 days following the expiration or termination (by a drawing or otherwise) of the Facility LC in respect of which such demand is made; provided, further, that the foregoing proviso shall in no way limit the right of any Lender or an LC Issuer to demand or receive such compensation to the extent that such compensation relates to the retroactive application of any law, regulation, guideline or request described in clause (i) or (ii) above if such demand is made within 90 days after the implementation of such retroactive law, interpretation, guideline or request. A certificate as to the amount of such increased cost, submitted to the Borrower and the Administrative Agent by a Lender or an LC Issuer, shall be conclusive and binding for all purposes, absent manifest error.

(b) If any Lender or LC Issuer determines that, after the date of this Agreement, compliance with any law or regulation or any guideline or request from any central bank or other governmental authority (whether or not having the force of law) regarding capital adequacy requirements affects or would affect the amount of capital required or expected to be maintained by such Lender or such LC Issuer or any Person controlling such Lender or such LC Issuer and that the amount of such capital is increased by or based upon the existence of such Lender's Commitment, such LC Issuer's commitment to issue Facility LCs, the Advances made by such Lender or the Reimbursement Obligations owed to such LC Issuer, as the case may be, then, upon demand by such Lender or such LC Issuer (with a copy of such demand to the Administrative Agent), the Borrower shall immediately pay to the Administrative Agent for the account of such Lender or such LC Issuer, from time to time as specified by such Lender or such LC Issuer, additional amounts sufficient to compensate such Lender, such LC Issuer or such controlling Person, as applicable, in the light of such circumstances, to the extent that such Lender determines such increase in capital to be allocable to the existence of such Lender's Commitment or the Advances made by such Lender or such LC Issuer determines such increase in capital to be allocable to such LC Issuer's commitment to issue Facility LCs or the Reimbursement Obligations owed to such LC Issuer; provided that no Lender shall be entitled to demand such compensation more than one year following the payment to or for the account of such Lender of all other amounts payable hereunder by the Borrower and the termination of such Lender's Commitment and no LC Issuer shall be entitled to demand such compensation more than one year after the expiration or termination (by drawing or otherwise) of all Facility LCs issued by such LC Issuer and the termination of such LC Issuer's commitment to issue Facility LCs; provided, further, that the foregoing proviso shall in no way limit the right of any Lender or LC Issuer to demand or receive such compensation to the extent that such compensation relates to the retroactive application of any law, regulation, guideline or request described above if such demand is made within one year after the implementation of such retroactive law, interpretation, guideline or request. A certificate as to such amounts submitted to the Borrower and the Administrative Agent by the applicable Lender or LC Issuer shall be conclusive and binding, for all purposes, absent manifest error.

(c) Any Lender claiming compensation pursuant to this Section 2.11 shall use its best efforts (consistent with its internal policy and legal and regulatory restrictions) to change the jurisdiction of its Applicable Lending Office if the making of such a change would avoid the need for, or reduce the amount of, any such compensation that may thereafter accrue and would not, in the reasonable judgment of such Lender, be otherwise disadvantageous to such Lender.

**SECTION 2.12. Illegality.** Notwithstanding any other provision of this Agreement, if any Lender shall notify the Administrative Agent that the introduction of or any change in or in the interpretation of any law or regulation makes it unlawful, or any central bank or other governmental authority asserts that it is unlawful, for such Lender or its Eurodollar Lending Office to perform its obligations hereunder to make Eurodollar Advances or to fund or maintain Eurodollar Advances

hereunder, (i) the obligation of such Lender to make, continue or convert Advances into Eurodollar Advances shall be suspended (subject to the following paragraph of this Section 2.12) until the Administrative Agent shall notify the Borrower and the Lenders that the circumstances causing such suspension no longer exist and (ii) all Eurodollar Advances of such Lender then outstanding shall, on the last day of the then applicable Interest Period (or such earlier date as such Lender shall designate upon not less than five Business Days' prior written notice to the Administrative Agent), be automatically converted into Base Rate Advances.

If the obligation of any Lender to make, continue or convert into Eurodollar Advances has been suspended pursuant to the preceding paragraph, then, unless and until the Administrative Agent shall notify the Borrower and the Lenders that the circumstances causing such suspension no longer exist, (i) all Advances that would otherwise be made by such Lender as Eurodollar Advances shall instead be made as Base Rate Advances and (ii) to the extent that Eurodollar Advances of such Lender have been converted into Base Rate Advances pursuant to the preceding paragraph or made instead as Base Rate Advances pursuant to the preceding clause (i), all payments and prepayments of principal that would have otherwise been applied to such Eurodollar Advances of such Lender shall be applied instead to such Base Rate Advances of such Lender.

#### SECTION 2.13. Payments and Computations.

(a) The Borrower shall make each payment hereunder not later than 12:00 noon, New York City time, on the day when due in U.S. dollars to the Administrative Agent at its address referred to in Section 8.02 in same day funds without setoff, counterclaim or other deduction. The Administrative Agent will promptly thereafter cause to be distributed like funds relating to the payment of principal, interest, facility fees and letter of credit fees ratably (other than amounts payable pursuant to Section 2.02(a)(ii), 2.11, 2.14 or 8.04(b)) to the Lenders for the account of their respective Applicable Lending Offices, and like funds relating to the payment of any other amount payable to any Lender to such Lender for the account of its Applicable Lending Office, in each case to be applied in accordance with the terms of this Agreement. Upon its acceptance of an Assignment and Assumption and recording of the information contained therein in the Register pursuant to Section 8.07(d), from the effective date specified in such Assignment and Assumption, the Administrative Agent shall make all payments hereunder in respect of the interest assigned thereby to the Lender assignee thereunder, and the parties to such Assignment and Assumption shall make all appropriate adjustments in such payments for periods prior to such effective date directly between themselves.

(b) The Borrower hereby authorizes each Lender, if and to the extent any payment owed to such Lender by the Borrower is not made when due hereunder, to charge from time to time against any of the Borrower's accounts with such Lender any amount so due. Each Lender agrees to notify the Borrower promptly after any such set-off and application made by such Lender, provided that the failure to give such notice shall not affect the validity of such set-off and application.

(c) All computations of interest based on the Prime Rate shall be made by the Administrative Agent on the basis of a year of 365 or 366 days, as the case may be, and all other computations of interest and of fees shall be made by the Administrative Agent on the basis of a year of 360 days, in each case for the actual number of days (including the first day but excluding the last day) occurring in the period for which such interest or fees are payable. Each determination by the Administrative Agent of an interest rate hereunder shall be conclusive and binding for all purposes, absent manifest error.

(d) Whenever any payment hereunder shall be stated to be due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day, and such extension of

time shall in such case be included in the computation of any interest or fees, as the case may be; provided that if such extension would cause payment of interest on or principal of a Eurodollar Advance to be made in the next following calendar month, such payment shall be made on the next preceding Business Day.

(e) Unless the Administrative Agent shall have received notice from the Borrower prior to the date on which any payment is due by the Borrower to the Lenders hereunder that the Borrower will not make such payment in full, the Administrative Agent may assume that the Borrower has made such payment in full to the Administrative Agent on such date and the Administrative Agent may, in reliance upon such assumption, cause to be distributed to each Lender on such due date an amount equal to the amount then due such Lender. If and to the extent that the Borrower shall not have so made such payment in full to the Administrative Agent, each Lender shall repay to the Administrative Agent forthwith on demand such amount distributed to such Lender together with interest thereon, for each day from the date such amount is distributed to such Lender until the date such Lender repays such amount to the Administrative Agent, at the Federal Funds Rate.

(f) Notwithstanding anything to the contrary contained herein, any amount payable by the Borrower hereunder that is not paid when due (whether at stated maturity, by acceleration or otherwise) shall (to the fullest extent permitted by law) bear interest from the date when due until paid in full at a rate per annum equal at all times to the Alternate Base Rate plus 2%, payable upon demand.

#### SECTION 2.14. Taxes.

(a) All payments by or on behalf of the Borrower hereunder shall be made, in accordance with Section 2.13, free and clear of and without deduction for any and all present or future taxes, levies, imposts, deductions, charges or withholdings, and all liabilities with respect thereto, excluding, in the case of each Lender, each LC Issuer and the Administrative Agent, taxes imposed on its net income, and franchise taxes imposed on it, by the jurisdiction under the laws of which such Lender, such LC Issuer or the Administrative Agent (as the case may be) is organized or any political subdivision thereof and, in the case of each Lender, taxes imposed on its net income, and franchise taxes imposed on it, by the jurisdiction of such Lender's Applicable Lending Office or any political subdivision thereof (all such non-excluded taxes, levies, imposts, deductions, charges, withholdings and liabilities, "Taxes"). If the Borrower shall be required by law to deduct any Taxes from or in respect of any sum payable hereunder to any Lender, any LC Issuer or the Administrative Agent, (i) the sum payable shall be increased as may be necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 2.14) such Lender, such LC Issuer or the Administrative Agent (as the case may be) receives an amount equal to the sum it would have received had no such deductions been made, (ii) the Borrower shall make such deductions and (iii) the Borrower shall pay the full amount deducted to the relevant taxation authority or other authority in accordance with applicable law.

(b) In addition, the Borrower severally agrees to pay any present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies to the extent arising from the execution, delivery or registration of this Agreement (all of the foregoing, "Other Taxes").

(c) No Lender may claim or demand payment or reimbursement in respect of any Taxes or Other Taxes pursuant to this Section 2.14 if such Taxes or Other Taxes, as the case may be, were imposed solely as the result of a voluntary change in the location of the jurisdiction of such Lender's Applicable Lending Office.

(d) The Borrower will indemnify each Lender, each LC Issuer and the Administrative Agent for the full amount of Taxes or Other Taxes (including any Taxes or Other Taxes imposed by any

jurisdiction on amounts payable under this Section 2.14) paid by such Lender, such LC Issuer or the Administrative Agent (as the case may be) and any liability (including penalties, interest and expenses) arising therefrom or with respect thereto, whether or not such Taxes or Other Taxes were correctly or legally asserted. This indemnification shall be made within 30 days from the date such Lender, such LC Issuer or the Administrative Agent (as the case may be) makes written demand therefor.

(e) Prior to the date of an initial borrowing hereunder in the case of each Lender listed on the signature pages hereof, and on the date of the Assignment and Assumption pursuant to which it became a Lender in the case of each other Lender, and from time to time thereafter within 30 days from the date of request if requested by the Borrower or the Administrative Agent, each Foreign Lender shall provide the Administrative Agent and the Borrower with the forms prescribed by the Internal Revenue Service of the United States certifying that such Lender is exempt from United States withholding taxes with respect to all payments to be made to such Foreign Lender hereunder. If for any reason during the term of this Agreement, any Lender becomes unable to submit the forms referred to above or the information or representations contained therein are no longer accurate in any material respect, such Lender shall notify the Administrative Agent and the Borrower in writing to that effect. Unless the Borrower and the Administrative Agent have received forms or other documents satisfactory to them (as set forth above) indicating that payments hereunder are not subject to United States withholding tax, the Borrower or the Administrative Agent shall withhold taxes from such payments at the applicable statutory rate in the case of payments to or for any Foreign Lender and such Foreign Lender may not claim or demand payment or reimbursement for such withheld taxes pursuant to this Section 2.14.

(f) Any Lender claiming any additional amounts payable pursuant to this Section 2.14 shall use its best efforts (consistent with its internal policy and legal and regulatory restrictions) to change the jurisdiction of its Applicable Lending Office if the making of such a change would avoid the need for, or reduce the amount of, any such additional amounts which may thereafter accrue and would not, in the reasonable judgment of such Lender, be otherwise disadvantageous to such Lender.

(g) If the Borrower makes any additional payment to any Lender pursuant to this Section 2.14 in respect of any Taxes or Other Taxes, and such Lender determines that it has received (i) a refund of such Taxes or Other Taxes or (ii) a credit against or relief or remission for, or a reduction in the amount of, any tax or other governmental charge attributable solely to any deduction or credit for any Taxes or Other Taxes with respect to which it has received payments under this Section 2.14, such Lender shall, to the extent that it can do so without prejudice to the retention of such refund, credit, relief, remission or reduction, pay to the Borrower such amount as such Lender shall have determined to be attributable to the deduction or withholding of such Taxes or Other Taxes. If such Lender determines that it was not entitled to such refund, credit, relief, remission or reduction to the full extent of any payment made pursuant to the first sentence of this Section 2.14(g), the Borrower shall upon notice and demand of such Lender promptly repay the amount of such overpayment. Any determination made by a Lender pursuant to this Section 2.14(g) shall in the absence of bad faith or manifest error be conclusive, and nothing in this Section 2.14(g) shall be construed as requiring any Lender to conduct its business or to arrange or alter in any respect its tax or financial affairs (except as required by Section 2.14(f)) so that it is entitled to receive such a refund, credit or reduction or as allowing any Person to inspect any records, including tax returns, of such Lender.

(h) Without prejudice to the survival of any other agreement of the Borrower or any Lender hereunder, the agreements and obligations of the Borrower and the Lenders contained in this Section 2.14 shall survive the payment in full of principal and interest hereunder and the termination of this Agreement; provided that no Lender shall be entitled to demand any payment from the Borrower under this Section 2.14 more than one year following the payment to or for the account of such Lender of all other amounts payable by the Borrower hereunder to such Lender and the termination of such Lender's

Commitment; provided, further, that the foregoing proviso shall in no way limit the right of any Lender to demand or receive any payment under this Section 2.14 to the extent that such payment relates to the retroactive application of any Taxes or Other Taxes if such demand is made within one year after the implementation of such Taxes or Other Taxes.

SECTION 2.15. Sharing of Payments, Etc. If any Lender shall obtain any payment (whether voluntary, involuntary, through the exercise of any right of set-off, or otherwise) on account of the Advances made by it to the Borrower or its participation interest in any Facility LC issued for the account of the Borrower (other than pursuant to Section 2.02(a)(ii), 2.11, 2.14, 2.17.7 or 8.04(b)) in excess of its ratable share of payments on account of the Advances to the Borrower and LC Obligations obtained by all Lenders, such Lender shall forthwith purchase from the other Lenders such participations in the Advances and/or LC Obligations as shall be necessary to cause such purchasing Lender to share the excess payment ratably with each of them, provided that if all or any portion of such excess payment is thereafter recovered from such purchasing Lender, such purchase from each Lender shall be rescinded and such Lender shall repay to the purchasing Lender the purchase price to the extent of such recovery together with an amount equal to such Lender's ratable share (according to the proportion of (i) the amount of such Lender's required repayment to (ii) the total amount so recovered from the purchasing Lender) of any interest or other amount paid or payable by the purchasing Lender in respect of the total amount so recovered. The Borrower agrees that any Lender so purchasing a participation from another Lender pursuant to this Section 2.15 may, to the fullest extent permitted by law, exercise all its rights of payment (including the right of set-off) with respect to such participation as fully as if such Lender were the direct creditor of the Borrower in the amount of such participation.

SECTION 2.16. Facility LCs.

SECTION 2.16.1 Issuance. Each LC Issuer agrees, on the terms and conditions set forth in this Agreement (including the limitations set forth in Sections 2.01, 2.19 and 3.02), upon the request of the Borrower, to issue standby and direct pay letters of credit and to extend, increase or otherwise modify Facility LCs ("Modify", and each such action a "Modification") for the Borrower, from time to time from the date of this Agreement to the Termination Date; provided that (a) the aggregate amount of LC Obligations owed by the Borrower to any LC Issuer shall not exceed \$250,000,000 (or such higher amount agreed upon in writing between the Borrower and such LC Issuer); (b) the stated amount of all Facility LCs that have scheduled expiry dates after the next scheduled Termination Date for any Lender plus the aggregate principal amount of all Eurodollar Advances that have Interest Periods ending after such Termination Date shall not exceed the remainder of (i) the Aggregate Commitment Amount minus (ii) the aggregate amount of the Commitments that are scheduled to terminate on such Termination Date; and (c) no LC Issuer shall be obligated to issue or Modify any Facility LC if (i) any order, judgment or decree of any court or other governmental authority shall by its terms purport to enjoin or restrain such LC Issuer from issuing such Facility LC or (ii) any applicable law, or any request or directive from any governmental authority having jurisdiction over such LC Issuer, shall prohibit, or request or direct that such LC Issuer refrain from, the issuance of letters of credit generally or of such Facility LC in particular. Facility LCs may be issued for any proper corporate purpose. Each Facility LC shall expire at or prior to the close of business on the earlier of (i) the date one year after the date of the issuance of such Facility LC (or, in the case of any renewal or extension thereof, one year after such renewal or extension and provided that such Facility LC may contain customary "evergreen" provisions pursuant to which the expiry date is automatically extended by a specific time period unless such LC Issuer gives notice to the beneficiary of such Facility LC at least a specified time period prior to the expiry date then in effect) and (ii) the date that is five Business Days prior to the next scheduled Termination Date in effect at the time of issuance, renewal or extension; provided that with the prior consent of the Administrative Agent and the

applicable LC Issuer, such LC Issuer may issue or extend a Facility LC with a later expiration date so long as on or before the date which is seven Business Days prior to the last scheduled Termination Date, whether or not an Event of Default exists, the Borrower shall deposit cash collateral with the Administrative Agent in accordance with Section 2.16.12 in respect of all outstanding Facility LCs with an expiration date later than five Business Days prior to the last scheduled Termination Date. Any Facility LC theretofore issued which contains an “evergreen” or similar automatic extension feature shall, unless the Borrower shall have notified the Administrative Agent and the applicable LC Issuer in writing not less than thirty (30) days (or such shorter period as may be acceptable to the applicable LC Issuer in its sole discretion or such longer period as may be required by the beneficiary of such Facility LC) prior to the date that such Facility LC is scheduled to be automatically extended that the Borrower desires that such Facility LC not be so extended, be automatically extended in accordance with the terms thereof subject to the applicable LC Issuer’s right not to so extend if the conditions precedent to the issuance of such Facility LC would not be satisfied. If the Borrower is required to provide an amount of cash collateral hereunder as a result of an approaching Termination Date, such amount (to the extent not applied as aforesaid) shall be returned to the Borrower within three (3) Business Days after all Facility LCs have expired and all related LC Obligations are satisfied in full. By their execution of this Agreement, the parties hereto agree that on the Effective Date (without any further action by any Person), each Existing Letter of Credit shall be deemed to have been issued under this Agreement and the rights and obligations of the issuer and the account party thereunder shall be subject to the terms hereof.

**SECTION 2.16.2 Participations.** Upon the issuance or Modification by an LC Issuer of a Facility LC in accordance with this Section 2.16 (or, in the case of the Existing Letters of Credit, on the Effective Date), the applicable LC Issuer shall be deemed, without further action by any party hereto, to have unconditionally and irrevocably sold to each Lender, and each Lender shall be deemed, without further action by any party hereto, to have unconditionally and irrevocably purchased from such LC Issuer, a participation in such Facility LC (and each Modification thereof) and the related LC Obligations in proportion to its Pro Rata Share.

**SECTION 2.16.3 Notice.** Subject to Section 2.16.1, the Borrower shall give the applicable LC Issuer notice prior to 11:00 A.M., New York City time, at least five Business Days (or such lesser time as the applicable LC Issuer may agree) prior to the proposed date of issuance or Modification of each Facility LC, specifying the beneficiary, the proposed date of issuance (or Modification) and the expiry date of such Facility LC, and describing the proposed terms of such Facility LC and the nature of the transactions proposed to be supported thereby. Upon receipt of such notice, the applicable LC Issuer shall promptly notify the Administrative Agent, and the Administrative Agent shall promptly notify each Lender, of the contents thereof and of the amount of such Lender’s participation in such proposed Facility LC. The issuance or Modification by an LC Issuer of any Facility LC shall, in addition to the applicable conditions precedent set forth in Article III (the satisfaction of which an LC Issuer shall have no duty to ascertain; provided that no LC Issuer shall issue a Facility LC if such LC Issuer shall have received written notice (which has not been rescinded) from the Administrative Agent or any Lender that any applicable condition precedent to the issuance or modification of such Facility LC has not been satisfied and, in fact, such condition precedent is not satisfied at the requested time of issuance), be subject to the conditions precedent that such Facility LC shall be satisfactory to the applicable LC Issuer and that the Borrower shall have executed and delivered such application agreement and/or such other instruments and agreements relating to such Facility LC as such LC Issuer shall have reasonably requested (each a “Facility LC Application”). In the event of any conflict (including any additional terms requiring the posting of collateral) between

the terms of this Agreement and the terms of any Facility LC Application, the terms of this Agreement shall control.

**SECTION 2.16.4 LC Fees.** The Borrower agrees to pay to the Administrative Agent, for the account of each Lender, a letter of credit fee at a rate per annum equal to the LC Fee Rate on such Lender's Pro Rata Share of the undrawn stated amount of all Facility LCs for the period from the Effective Date to such Lender's Termination Date (or, if later, the date on which such Lender has no participation interests in the Facility LCs), payable in arrears on the last day of each March, June, September and December and on the applicable Termination Date (and, if applicable, thereafter on demand). The Borrower also agrees to pay to the applicable LC Issuer for its own account (x) fronting fees in amounts and at times agreed upon between such LC Issuer and the Borrower and (y) documentary and processing charges in connection with the issuance or Modification of and draws under Facility LCs in accordance with such LC Issuer's standard schedule for such charges as in effect from time to time.

**SECTION 2.16.5 Administration; Reimbursement by Lenders.** Upon receipt from the beneficiary of any Facility LC of any demand for payment under such Facility LC, the applicable LC Issuer shall notify the Administrative Agent and the Administrative Agent shall promptly notify the Borrower and each Lender as to the amount to be paid by such LC Issuer as a result of such demand and the proposed payment date (the "LC Payment Date"). The responsibility of an LC Issuer to the Borrower and each Lender shall be only to determine that the documents (including each demand for payment) delivered under each Facility LC in connection with such presentment shall be in conformity in all material respects with such Facility LC. Each Lender shall be unconditionally and irrevocably liable, without regard to the occurrence of the Termination Date (but subject to Sections 2.17 and 2.16.12), the occurrence of any Event of Default or Unmatured Event of Default or any condition precedent whatsoever, to reimburse such LC Issuer on demand for (i) such Lender's Pro Rata Share of the amount of each payment made by such LC Issuer under any Facility LC to the extent such amount is not reimbursed by the Borrower pursuant to Section 2.16.6, plus (ii) interest on the foregoing amount to be reimbursed by such Lender, for each day from the date of such LC Issuer's demand for such reimbursement (or, if such demand is made after 11:00 A.M., New York City time, on such day, from the next succeeding Business Day) to the date on which such Lender pays the amount to be reimbursed by it, at a rate of interest per annum equal to the Federal Funds Rate for the first three days and, thereafter, at the Alternate Base Rate.

**SECTION 2.16.6 Reimbursement by Borrower.** The Borrower shall be irrevocably and unconditionally obligated to reimburse the applicable LC Issuer on or before the applicable LC Payment Date for any amount to be paid by such LC Issuer upon any drawing under any Facility LC issued for the account of the Borrower, without presentment, demand, protest or other formalities of any kind; provided that neither the Borrower nor any Lender shall hereby be precluded from asserting any claim for direct (but not consequential) damages suffered by the Borrower or such Lender to the extent, but only to the extent, caused by (i) the willful misconduct or gross negligence of the applicable LC Issuer in determining whether a request presented under any Facility LC complied with the terms of such Facility LC or (ii) the applicable LC Issuer's failure to pay under any Facility LC after the presentation to it of a request strictly complying with the terms and conditions of such Facility LC. If the Borrower fails to reimburse fully the applicable LC Issuer by 12:00 noon, New York City time, on an LC Payment Date, such LC Issuer shall promptly notify the Administrative Agent. Upon receipt of such notice, the Administrative Agent shall promptly notify each Lender of such LC Payment Date, the amount of the unpaid Reimbursement Obligations and such Lender's Pro Rata Share thereof. In such event, the Borrower shall be deemed to have requested Base Rate Advances to be disbursed on the

applicable LC Payment Date in an amount equal to the unpaid Reimbursements Obligations, without regard to the minimum and multiples specified for Base Rate Advances in Section 2.02(a)(v), but subject to the conditions set forth in Article III. All Reimbursement Obligations that are not fully refinanced by the making of Base Rate Advances because the Borrower cannot satisfy the conditions set forth in Article III or for any other reason shall bear interest, payable on demand, for each day until paid at a rate per annum equal to the Alternate Base Rate plus 2%. The applicable LC Issuer will pay to each Lender ratably in accordance with its Pro Rata Share all amounts received by it from the Borrower for application in payment, in whole or in part, of the Reimbursement Obligations in respect of any Facility LC issued by such LC Issuer, but only to the extent such Lender has made payment to such LC Issuer in respect of such Facility LC pursuant to Section 2.16.5.

SECTION 2.16.7 Obligations Absolute. The Borrower's obligations under this Section 2.16 shall be absolute and unconditional under any and all circumstances and irrespective of any setoff, counterclaim or defense to payment which the Borrower may have against any LC Issuer, any Lender or any beneficiary of a Facility LC. The Borrower agrees with the LC Issuers and the Lenders that the LC Issuers and the Lenders shall not be responsible for, and the Reimbursement Obligations in respect of any Facility LC shall not be affected by, among other things, the validity or genuineness of documents or of any endorsements thereon, even if such documents should in fact prove to be in any or all respects invalid, fraudulent or forged, or any dispute between or among the Borrower, any of its Affiliates, the beneficiary of any Facility LC or any financing institution or other party to whom any Facility LC may be transferred or any claims or defenses whatsoever of the Borrower or of any of its Affiliates against the beneficiary of any Facility LC or any such transferee. No LC Issuer shall be liable for any error, omission, interruption or delay in transmission, dispatch or delivery of any message or advice, however transmitted, in connection with any Facility LC. The Borrower agrees that any action taken or omitted by any LC Issuer or any Lender under or in connection with any Facility LC and the related drafts and documents, if done without gross negligence or willful misconduct, shall be binding upon the Borrower and shall not put the applicable LC Issuer or any Lender under any liability to the Borrower. Nothing in this Section 2.16.7 is intended to limit the right of the Borrower to make a claim against an LC Issuer for damages as contemplated by the proviso to the first sentence of Section 2.16.6.

SECTION 2.16.8 Actions of LC Issuers. Each LC Issuer shall be entitled to rely, and shall be fully protected in relying, upon any Facility LC, draft, writing, resolution, notice, consent, certificate, affidavit, letter, facsimile, message, statement, order or other document believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons, and upon advice and statements of legal counsel, independent accountants and other experts selected by such LC Issuer. An LC Issuer shall be fully justified in failing or refusing to take any action under this Agreement unless it shall first have received such advice or concurrence of the Majority Lenders as it reasonably deems appropriate or it shall first be indemnified to its reasonable satisfaction by the Lenders against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action. Notwithstanding any other provision of this Section 2.16, an LC Issuer shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement in accordance with a request of the Majority Lenders, and such request and any action taken or failure to act pursuant thereto shall be binding upon the Lenders and any future holder of a participation in any Facility LC.

SECTION 2.16.9 Indemnification. The Borrower hereby agrees to indemnify and hold harmless each Lender, each LC Issuer and the Administrative Agent, and their respective

directors, officers, agents and employees, from and against any claim, damage, loss, liability, cost or expense which such Lender, such LC Issuer or the Administrative Agent may incur (or which may be claimed against such Lender, such LC Issuer or the Administrative Agent by any Person whatsoever) by reason of or in connection with the issuance, execution and delivery or transfer of or payment or failure to pay under any Facility LC or any actual or proposed use of any Facility LC, including any claim, damage, loss liability, cost or expense which the applicable LC Issuer may incur by reason of or in connection with (i) the failure of any other Lender to fulfill or comply with its obligations to such LC Issuer hereunder (but nothing herein contained shall affect any right the Borrower may have against any defaulting Lender) or (ii) by reason of or on account of such LC Issuer issuing any Facility LC that specifies that the term "Beneficiary" included therein includes any successor by operation of law of the named Beneficiary, but which Facility LC does not require that any drawing by any such successor Beneficiary be accompanied by a copy of a legal document, satisfactory to such LC Issuer, evidencing the appointment of such successor Beneficiary; provided that the Borrower shall not be required to indemnify any Lender, any LC Issuer or the Administrative Agent for any claim, damage, loss, liability, cost or expense to the extent, but only to the extent, caused by (x) the willful misconduct or gross negligence of an LC Issuer in determining whether a request presented under any Facility LC complied with the terms of such Facility LC or (y) an LC Issuer's failure to pay under any Facility LC after the presentation to it of a request strictly complying with the terms and conditions of such Facility LC. Nothing in this Section 2.16.9 is intended to limit the obligations of the Borrower under any other provision of this Agreement.

SECTION 2.16.10 Lenders' Indemnification. Each Lender shall, ratably in accordance with its Pro Rata Share, indemnify the applicable LC Issuer, its Affiliates and their respective directors, officers, agents and employees (to the extent not reimbursed by the Borrower) against any cost, expense (including reasonable counsel fees and disbursements), claim, demand, action, loss or liability (except such as result from such indemnitees' gross negligence or willful misconduct or such LC Issuer's failure to pay under any Facility LC after the presentation to it of a request strictly complying with the terms and conditions of the Facility LC) that such indemnitees may suffer or incur in connection with this Section 2.16 or any action taken or omitted by such indemnitees hereunder.

SECTION 2.16.11 Rights as a Lender. In its capacity as a Lender, each LC Issuer shall have the same rights and obligations as any other Lender.

SECTION 2.16.12 Cash Collateralization. If any Event of Default shall occur and be continuing, on the Business Day that the Borrower receives notice from the Administrative Agent or the Majority Lenders demanding the deposit of cash collateral pursuant to this paragraph (or automatically upon the occurrence of an Event of Default under Section 6.01(e)) or in the event the Borrower is otherwise required to deposit cash collateral pursuant to the provisions of this Agreement, the Borrower shall deposit in an account with the Administrative Agent, in the name of the Administrative Agent and for the benefit of the Lenders, an amount in cash equal to 103% of the LC Obligations as of such date plus any accrued and unpaid interest thereon; provided that the obligation to deposit such cash collateral shall become effective immediately, and such deposit shall become immediately due and payable, without demand or other notice of any kind, upon the occurrence of any Event of Default with respect to the Borrower described in Section 6.01(e). Such deposit shall be held by the Administrative Agent as collateral for the payment and performance of the obligations of the Borrower under this Agreement. The Administrative Agent shall have exclusive dominion and control, including the exclusive right of withdrawal, over such account. Other than any interest earned on the investment of such deposits, which investments shall be made at the option and sole discretion of the Administrative Agent and at the Borrower's

risk and expense, such deposits shall not bear interest. Interest or profits, if any, on such investments shall accumulate in such account. Moneys in such account shall be applied by the Administrative Agent to reimburse the applicable LC Issuer for amounts paid by such LC Issuer in respect of a Facility LC for which it has not been reimbursed and, to the extent not so applied, shall be held for the satisfaction of the reimbursement obligations of the Borrower for the LC Obligations at such time or, if the maturity of the Loans has been accelerated, be applied to satisfy other obligations of the Borrower under this Agreement. If the Borrower is required to provide an amount of cash collateral hereunder as a result of the occurrence of an Event of Default, such amount (to the extent not applied as aforesaid) shall be returned to the Borrower within three Business Days after all Events of Default have been cured or waived. For the avoidance of doubt, no Lender shall have any reimbursement obligations under Section 2.16.5 in respect of any LC Obligations with respect to any Facility LC for which cash collateral has been deposited in accordance with the terms of this Agreement.

SECTION 2.16.13 Incorporation of Bond LC Supplement. The Bond LC Supplement attached hereto as Annex A shall govern the issuance, conditions and other related provisions in respect to Facility LCs that are direct pay letters of credit. The Bond LC Supplement shall be deemed incorporated herein and made a part hereof for all purposes.

SECTION 2.17. Extensions of Scheduled Termination Date.

SECTION 2.17.1 Extension Requests. The Borrower may, not more than two (2) times, by notice to the Administrative Agent (which shall promptly notify each Lender) not earlier than 60 and not later than 30 days prior to any anniversary of the Effective Date (each, an "Anniversary Date"), request that each Lender extend such Lender's scheduled Termination Date then in effect (the "Existing Termination Date") for an additional year from the Existing Termination Date, it being understood that the Termination Date shall not be later than March 25, 2015 as a result of any such request.

SECTION 2.17.2 Lender Elections to Extend. Each Lender, acting in its sole and individual discretion, shall, by notice to the Administrative Agent given not later than the date (the "Notice Date") that is 20 days prior to the applicable Anniversary Date, notify the Administrative Agent whether such Lender agrees to the requested extension of the Termination Date (each Lender that determines not to so extend its Termination Date, a "Declining Lender"). Any Lender that does not advise the Administrative Agent on or before the Notice Date that it has agreed to extend the Existing Termination Date shall be deemed to be a Declining Lender.

SECTION 2.17.3 Notification by Administrative Agent. The Administrative Agent shall notify the Borrower of each Lender's determination under this Section no later than the date 15 days prior to the applicable Anniversary Date.

SECTION 2.17.4 Additional Commitment Lenders. The Borrower shall have the right, at any time after a Lender has become a Declining Lender, to require such Declining Lender to assign and delegate its rights and obligations hereunder to one or more existing Lenders or other financial institutions that have agreed to assume such rights and obligations (each an "Additional Commitment Lender") pursuant to, and in accordance with the requirements of, Section 8.07.

SECTION 2.17.5 Minimum Extension Requirement. If (and only if) the total of the Commitments of the Lenders (including Additional Commitment Lenders) that have agreed so to extend their Termination Date (each an "Extending Lender") shall be more than 50% of the Aggregate Commitment Amount in effect immediately prior to the applicable Anniversary Date,

then, effective as of such date, the Termination Date of each Extending Lender (including any applicable Additional Commitment Lender) shall be (i) the first anniversary of the Existing Termination Date, in the case of the first extension; or (ii) the second anniversary of the Existing Termination Date, in the case of the second extension (except that, in either case, if such date is not a Business Day, such Termination Date as so extended shall be the next preceding Business Day).

SECTION 2.17.6 Conditions to Effectiveness of Extensions. Notwithstanding the foregoing, no extension of the Termination Date pursuant to this Section shall be effective unless:

(a) no Event of Default or Unmatured Event of Default shall have occurred and be continuing on the date of such extension and after giving effect thereto; and

(b) the representations and warranties of the Borrower contained in this Agreement are true and correct on and as of the date of such extension and after giving effect thereto, as though made on and as of such date (or, if any such representation or warranty is expressly stated to have been made as of a specific date, as of such specific date).

SECTION 2.17.7 Effect of Termination Date for some but not all Lenders. If the scheduled Termination Date for one or more Lenders (each an “Exiting Lender”) occurs on a date that is not the Termination Date for all Lenders, then on such Termination Date (a) the Borrower shall repay all amounts payable to the Exiting Lenders in accordance with Section 2.05, (b) the Commitments of the Exiting Lenders, and the participations of the Exiting Lenders in Facility LCs, shall terminate and (c) the Pro Rata Shares and the participations in Facility LCs of the remaining Lenders shall be redetermined pro rata in accordance with their respective Commitment Amounts after giving effect to the terminations described in clause (b) above; provided that if an Event of Default or Unmatured Event of Default exists on such Termination Date and either (i) the Borrower fails to pay in full all amounts payable to the Exiting Lenders or (ii) the Majority Lenders so request, then the participations of the Exiting Lenders in Facility LCs shall not terminate and no redetermination of the participations of the Lenders in Facility LCs shall be made until the earlier of the first Business Day after such Termination Date on which no Event of Default or Unmatured Event of Default exists and the date specified by the Majority Lenders in a notice to the Administrative Agent (which shall promptly advise each Lender). Nothing in the proviso clause to the preceding sentence shall affect the termination of the Commitment of an Exiting Lender on the relevant Termination Date (except with respect to such Exiting Lender’s participation in Facility LCs) or any Exiting Lender’s right to demand immediate repayment of all amounts owed to such Exiting Lender by the Borrower hereunder and to pursue remedies with respect thereto. Further, if at any time after the relevant Termination Date (x) the Borrower has not paid all principal, interest and facility fees payable to one or more Exiting Lenders hereunder and (y) the Lenders (excluding any Exiting Lender) elect to make Advances, then all proceeds of such Advances shall be applied to pay the amounts owed by the Borrower to such Exiting Lenders (ratably based upon the amounts owed to such Lenders) until such principal, interest and facility fees have been paid in full.

SECTION 2.18. Optional Increase in Commitments. The Borrower may, at any time after the first Anniversary Date occurring after the Effective Date, by means of a letter delivered to the Administrative Agent substantially in the form of Exhibit C, request that the Aggregate Commitment Amount be increased by an aggregate amount (for all such increases) not exceeding \$500,000,000 by (a) increasing the Commitment Amount of one or more Lenders that have agreed to such increase (in their

sole discretion) and/or (b) adding one or more commercial banks or other Persons as a party hereto (each an “Additional Lender”) with a Commitment Amount in an amount agreed to by any such Additional Lender; provided that (i) any increase in the Aggregate Commitment Amount shall be in an aggregate amount of \$25,000,000 or a higher integral multiple of \$1,000,000; (ii) no Additional Lender shall be added as a party hereto without the written consent of the Administrative Agent, the Swingline Lenders and the LC Issuers (which consents shall not be unreasonably withheld) or if an Event of Default or an Unmatured Event of Default exists; and (iii) the Borrower may not request an increase in the Aggregate Commitment Amount unless the Borrower has delivered to the Administrative Agent (with a copy for each Lender) a certificate (x) stating that any applicable governmental authority has approved such increase, (y) attaching evidence, reasonably satisfactory to the Administrative Agent, of each such approval and (z) stating that the representations and warranties contained in Section 4.01 are correct on and as of the date of such certificate as though made on and as of such date and that no Event of Default or Unmatured Event of Default exists on such date. Any increase in the Aggregate Commitment Amount pursuant to this Section 2.18 shall be effective three Business Days after the date on which the Administrative Agent has received and accepted the applicable increase letter in the form of Annex I to Exhibit C (in the case of an increase in the Commitment Amount of an existing Lender) or assumption letter in the form of Annex II to Exhibit C (in the case of the addition of a commercial bank or other Person as a new Lender). The Administrative Agent shall promptly notify the Borrower and the Lenders of any increase in the Aggregate Commitment Amount pursuant to this Section 2.18 and of the Commitment Amount and Pro Rata Share of each Lender after giving effect thereto. The Borrower shall prepay any Advances outstanding on the Increase Effective Date (and pay any additional amounts required pursuant to Section 8.04(b)) to the extent necessary to keep the outstanding Advances ratable among the Lenders in accordance with any revised Pro Rata Shares arising from any non-ratable increase in the Commitment Amounts under this Section 2.18; provided that, notwithstanding any other provision of this Agreement, the Administrative Agent, the Borrower and each increasing Lender and Additional Lender, as applicable, may make arrangements satisfactory to such parties to cause an increasing Lender or an Additional Lender to temporarily hold risk participations in the outstanding Advances of the other Lenders (rather than fund its Pro Rata Share of all outstanding Advances concurrently with the applicable increase) with a view toward minimizing breakage costs and transfers of funds in connection with any increase in the Aggregate Commitment Amount. To the extent that any increase pursuant to this Section 2.18 is not expressly authorized pursuant to resolutions or consents delivered pursuant to Section 3.01(b)(i), the Borrower shall, prior to the effectiveness of such increase, deliver to the Administrative Agent a certificate signed by an authorized officer of the Borrower certifying and attaching the resolutions or consents that have been adopted to approve or consent to such increase.

#### SECTION 2.19. Defaulting Lenders.

Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then the following provisions shall apply for so long as such Lender is a Defaulting Lender:

(a) fees shall cease to accrue on the unfunded portion of the Commitment of such Defaulting Lender pursuant to Section 2.03;

(b) the Commitment Amount and LC Obligations of such Defaulting Lender shall not be included in determining whether all Lenders or the Majority Lenders have taken or may take any action hereunder (including any consent to any amendment or waiver pursuant to Section 8.01); provided that, any waiver, amendment or modification (i) requiring the consent of all Lenders or each affected Lender which affects such Defaulting Lender differently than other affected Lenders or (ii) under Section 8.01(b), (c), (d) or (f) (except, in the case of Section 8.01(c) or (d), with respect to fees as contemplated under this Section 2.19), shall in each case require the consent of such Defaulting Lender;

(c) if any Swingline Obligations or LC Obligations exist at the time a Lender becomes a Defaulting Lender then:

(i) all or any part of such Swingline Obligations and LC Obligations shall be reallocated among the non-Defaulting Lenders in accordance with their respective Pro Rata Shares but only to the extent (x) the sum of all non-Defaulting Lenders' Revolving Credit Exposures plus such Defaulting Lender's Swingline Obligations and LC Obligations does not exceed the total of all non-Defaulting Lenders' Commitment Amounts, (y) the sum of each non-Defaulting Lender's Revolving Credit Exposure plus the portion of such Defaulting Lender's Swingline Obligations and LC Obligations allocated to such non-Defaulting Lender does not exceed such non-Defaulting Lender's Commitment Amount and (z) the conditions set forth in Section 3.02 are satisfied at such time;

(ii) if the reallocation described in clause (i) above cannot, or can only partially, be effected, the Borrower shall within one Business Day following notice by the Administrative Agent (after giving effect to any partial reallocation pursuant to clause (i) above) (x) first, prepay such Swingline Obligations and (y) second, cash collateralize such Defaulting Lender's LC Obligations in accordance with the procedures set forth in Section 2.16.12 for so long as such LC Obligation is outstanding;

(iii) if the Borrower cash collateralizes any portion of such Defaulting Lender's LC Obligations pursuant to this Section 2.19(c), the Borrower shall not be required to pay any fees to such Defaulting Lender pursuant to Section 2.16.4 with respect to such Defaulting Lender's LC Obligations during the period such Defaulting Lender's LC Obligations are cash collateralized;

(iv) if the LC Obligations of the non-Defaulting Lenders are reallocated pursuant to this Section 2.19(c), then the fees payable to the Lenders pursuant to Section 2.16.4 shall be adjusted in accordance with such non-Defaulting Lenders' Pro Rata Shares; and

(v) if any Defaulting Lender's LC Obligations are neither cash collateralized nor reallocated pursuant to this Section 2.19(c), then, without prejudice to any rights or remedies of the LC Issuers or any Lender hereunder, all letter of credit fees payable under Section 2.16.4 with respect to such Defaulting Lender's LC Obligations shall be payable to the applicable LC Issuers until such LC Obligations are cash collateralized and/or reallocated; and

(d) so long as any Lender is a Defaulting Lender, no Swingline Lender shall be required to fund any Swingline Loan made by such Swingline Lender and no LC Issuer shall be required to issue, amend or increase any Facility LCs, unless it is satisfied that the related exposure will be 100% covered by the Commitments of the non-Defaulting Lenders and/or cash collateral will be provided by the Borrower in accordance with Section 2.19(c), and participating interests in any such newly issued or increased Facility LC or newly made Swingline Loan shall be allocated among non-Defaulting Lenders in a manner consistent with Section 2.19(c)(i) (and Defaulting Lenders shall not participate therein).

In the event that the Administrative Agent, the Borrower, each LC Issuer and each Swingline Lender each agrees that a Defaulting Lender has adequately remedied all matters that caused such Lender to be a Defaulting Lender, then the Swingline Obligation and LC Obligations of the Lenders shall be readjusted to reflect the inclusion of such Lender's Commitment and on such date such Lender shall purchase at par such of the Loans of the other Lenders (other than Swingline Loans) as the

Administrative Agent shall determine may be necessary in order for such Lender to hold such Loans in accordance with its Pro Rata Share.

### ARTICLE III                    CONDITIONS PRECEDENT

SECTION 3.01. Conditions Precedent to Effectiveness. This Agreement (including the Commitments of the Lenders and the obligations of the Borrower hereunder) shall become effective if, on or before March 31, 2010, all of the following conditions precedent have been satisfied:

(a) the Administrative Agent shall have received evidence, satisfactory to the Administrative Agent, that (i) the Borrower has paid (or will pay with the proceeds of the initial Credit Extensions) all amounts then payable by the Borrower under the Existing Credit Facility, (ii) all commitments to make extensions of credit to the Borrower thereunder have been (or concurrently with the initial Advances will be) terminated, and (iii) all obligations under or relating to the Existing Credit Facility shall have been discharged;

(b) the Administrative Agent shall have received (i) a counterpart of this Agreement signed on behalf of each party hereto or (ii) written evidence (which may include facsimile transmission of a signed signature page of this Agreement) that each party hereto has signed a counterpart of this Agreement and each of the following documents, each dated a date reasonably satisfactory to the Administrative Agent and otherwise in form and substance satisfactory to the Administrative Agent:

(i) Certified copies of resolutions of the Board of Directors or equivalent managing body of the Borrower approving the transactions contemplated by this Agreement and of all documents evidencing other necessary organizational action of the Borrower with respect to this Agreement and the documents contemplated hereby;

(ii) A certificate of the Secretary or an Assistant Secretary of Borrower certifying (A) the names and true signatures of the officers of the Borrower authorized to sign this Agreement and the other documents to be delivered hereunder; (B) that attached thereto are true and correct copies of the organizational documents of the Borrower, in each case in effect on such date; and (C) that attached thereto are true and correct copies of all governmental and regulatory authorizations and approvals required for the due execution, delivery and performance by the Borrower of this Agreement and the documents contemplated hereby;

(iii) A certificate signed by either the chief financial officer, principal accounting officer or treasurer of the Borrower stating that (A) the representations and warranties contained in Section 4.01 are correct on and as of the date of such certificate as though made on and as of such date and (B) no Event of Default or Unmatured Event of Default has occurred and is continuing on the date of such certificate; and

(iv) A favorable opinion of Sidley Austin LLP, counsel for the Borrower, in form and substance reasonably acceptable to the Administrative Agent; and

(c) the Administrative Agent shall have received evidence, satisfactory to the Administrative Agent, that the Borrower has paid (or will pay with the proceeds of the initial Credit Extensions) all fees and, to the extent billed, expenses payable by the Borrower hereunder on the Effective Date (including amounts then payable to the Joint Lead Arrangers and the Agents).

Promptly upon the occurrence thereof, the Administrative Agent shall notify the Borrower, the Lenders and the LC Issuers as to the Effective Date.

SECTION 3.02. Conditions Precedent to All Credit Extensions. The obligation of each Lender to make any Advance and of each LC Issuer to issue or modify any Facility LC shall be subject to the conditions precedent that (a) the Effective Date shall have occurred and (b) on the date of such Credit Extension, the following statements shall be true (and (x) the giving of the applicable Notice of Borrowing and the acceptance by the Borrower of the proceeds of Advances pursuant thereto and (y) the request by the Borrower for the issuance or Modification of a Facility LC (as applicable) shall constitute a representation and warranty by the Borrower that on the date of the making of such Advances or the issuance or Modification of such Facility LC such statements are true):

(A) the representations and warranties of the Borrower contained in Section 4.01 (excluding the representations and warranties set forth in Section 4.01(e)(ii) and the first sentence of Section 4.01(f)) are correct on and as of the date of such Credit Extension, before and after giving effect to such Credit Extension and, in the case of the making of Advances, the application of the proceeds therefrom, as though made on and as of such date; and

(B) no event has occurred and is continuing, or would result from such Credit Extension or, in the case of the making of Advances, from the application of the proceeds therefrom, that constitutes an Event of Default or Unmatured Event of Default with respect to the Borrower.

#### ARTICLE IV REPRESENTATIONS AND WARRANTIES

SECTION 4.01. Representations and Warranties of the Borrower. The Borrower represents and warrants as follows:

(a) The Borrower is a corporation duly organized, validly existing and in good standing under the laws of the State of Illinois.

(b) The execution, delivery and performance by the Borrower of this Agreement are within the Borrower's powers, have been duly authorized by all necessary organizational action on the part of the Borrower, and do not and will not contravene (i) the organizational documents of the Borrower, (ii) applicable law or (iii) any contractual or legal restriction binding on or affecting the properties of the Borrower or any Subsidiary.

(c) No authorization or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery and performance by the Borrower of this Agreement, except any order that has been duly obtained and is (x) in full force and effect and (y) sufficient for the purposes hereof.

(d) This Agreement is a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except as the enforceability thereof may be limited by equitable principles or bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally.

(e) (i) The consolidated balance sheet of the Borrower and its Subsidiaries as at December 31, 2009 and the related consolidated statements of operations, changes in shareholders' equity and cash flows of the Borrower and its Subsidiaries for the fiscal year then ended, certified by

PricewaterhouseCoopers LLP, copies of which have been furnished to each Lender, fairly present in all material respects the consolidated financial condition of the Borrower and its Subsidiaries as at such dates and the consolidated results of the operations of the Borrower and its Subsidiaries for the periods ended on such dates in accordance with GAAP; and (ii) since December 31, 2009, there has been no Material Adverse Change.

(f) Except as disclosed in the Borrower's Annual, Quarterly or Current Reports, each as filed with the Securities and Exchange Commission and delivered to the Lenders prior to the Effective Date, there is no pending or, to the knowledge of the Borrower after due inquiry, threatened action, investigation or proceeding affecting the Borrower or any Subsidiary before any court, governmental agency or arbitrator that may reasonably be anticipated to have a Material Adverse Effect. There is no pending or, to the knowledge of the Borrower after due inquiry, threatened action or proceeding against the Borrower or any Subsidiary that purports to affect the legality, validity, binding effect or enforceability against the Borrower of this Agreement.

(g) No proceeds of any Advance have been or will be used directly or indirectly in connection with the acquisition of in excess of 5% of any class of equity securities that is registered pursuant to Section 12 of the Exchange Act, except for any cash payments made (or any common stock issued in connection with the terms of the Existing Warrants) in connection with the Existing Warrants or any transaction subject to the requirements of Section 13 or 14 of the Exchange Act.

(h) The Borrower is not engaged in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation U issued by the Board of Governors of the Federal Reserve System), and no proceeds of any Advance will be used to purchase or carry any margin stock or to extend credit to others for the purpose of purchasing or carrying any margin stock. Not more than 25% of the value of the assets of the Borrower and its Subsidiaries is represented by margin stock.

(i) The Borrower is not required to register as an "investment company" under the Investment Company Act of 1940.

(j) During the twelve consecutive month period prior to the date of the execution and delivery of this Agreement and prior to the date of any Credit Extension, no steps have been taken to terminate any Plan and there is no "accumulated funding deficiency" (as defined in Section 412 of the Code or Section 302 of ERISA) with respect to any Plan. No condition exists or event or transaction has occurred with respect to any Plan (including any Multiemployer Plan) which might result in the incurrence by the Borrower or any other member of the Controlled Group of any material liability (other than to make contributions, pay annual PBGC premiums or pay out benefits in the ordinary course of business), fine or penalty.

## ARTICLE V COVENANTS OF THE BORROWER

SECTION 5.01. Affirmative Covenants. The Borrower agrees that so long as any amount payable by the Borrower hereunder remains unpaid, any Facility LC remains outstanding or the Commitments have not been irrevocably terminated, the Borrower will, and, in the case of Section 5.01(a), will cause its Principal Subsidiaries to, unless the Majority Lenders shall otherwise consent in writing:

(a) Keep Books; Existence; Maintenance of Properties; Compliance with Laws; Insurance; Taxes.

(i) keep proper books of record and account, all in accordance with generally accepted accounting principles in the United States, consistently applied;

(ii) subject to Section 5.02(b), preserve and keep in full force and effect its existence;

(iii) maintain and preserve all of its properties (except such properties the failure of which to maintain or preserve would not have, individually or in the aggregate, a Material Adverse Effect) which are used or useful in the conduct of its business in good working order and condition, ordinary wear and tear excepted;

(iv) comply in all material respects with the requirements of all applicable laws, rules, regulations and orders (including those of any governmental authority and including with respect to environmental matters) to the extent the failure to so comply, individually or in the aggregate, would have a Material Adverse Effect;

(v) maintain insurance with responsible and reputable insurance companies or associations, or self-insure, as the case may be, in each case in such amounts and covering such contingencies, casualties and risks as is customarily carried by or self-insured against by companies engaged in similar businesses and owning similar properties in the same general areas in which the Borrower and its Principal Subsidiaries operate;

(vi) at any reasonable time and from time to time, pursuant to prior notice delivered to the Borrower, permit any Lender, or any agent or representative of any thereof, to examine and, at such Lender's expense, make copies of, and abstracts from the records and books of account of, and visit the properties of, the Borrower and any Principal Subsidiary and to discuss the affairs, finances and accounts of the Borrower and any Principal Subsidiary with any of their respective officers; provided that any non-public information (which has been identified as such by the Borrower or the applicable Principal Subsidiary) obtained by any Lender or any of its agents or representatives pursuant to this clause (vi) shall be treated confidentially by such Person; provided, further, that such Person may disclose such information to (x) any other party to this Agreement, its examiners, Affiliates, outside auditors, counsel or other professional advisors in connection with this Agreement or (y) if otherwise required to do so by law or regulatory process (it being understood that, unless prevented from doing so by any applicable law or governmental authority, such Person shall use reasonable efforts to notify the Borrower of any demand or request for any such information promptly upon receipt thereof so that the Borrower may seek a protective order or take other appropriate action);

(vii) use the proceeds of the Advances for general corporate purposes (including the refinancing of its commercial paper and the making of acquisitions), but in no event for any purpose that would be contrary to Section 4.01(g) or 4.01(h); and

(viii) pay, prior to delinquency, all of its federal income taxes and other material taxes and governmental charges, except to the extent that (a) such taxes or charges are being contested in good faith and by proper proceedings and against which adequate reserves are being maintained or (b) failure to pay such taxes or charges would not reasonably be expected to have a Material Adverse Effect.

(b) Reporting Requirements. Furnish to the Lenders:

(i) as soon as possible, and in any event within five Business Days after the Borrower becomes aware of the existence of any Event of Default or Unmatured Event of Default with respect to the Borrower continuing on the date of such statement, after due inquiry, a statement of an authorized officer of the Borrower setting forth details of such Event of Default or Unmatured Event of Default and the action which the Borrower proposes to take with respect thereto;

(ii) as soon as available and in any event within 60 days after the end of each of the first three quarters of each fiscal year of the Borrower, a copy of the Borrower's Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission with respect to such quarter (or, if the Borrower is not required to file a Quarterly Report on Form 10-Q, copies of an unaudited consolidated balance sheet of the Borrower as of the end of such quarter and the related consolidated statement of operations of the Borrower for the portion of the Borrower's fiscal year ending on the last day of such quarter, in each case prepared in accordance with GAAP, subject to the absence of footnotes and to year-end adjustments), together with a certificate of an authorized officer of the Borrower stating that no Event of Default or Unmatured Event of Default has occurred and is continuing or, if any such Event of Default or Unmatured Event of Default has occurred and is continuing, a statement as to the nature thereof and the action which the Borrower proposes to take with respect thereto;

(iii) as soon as available and in any event within 105 days after the end of each fiscal year of the Borrower, a copy of the Borrower's Annual Report on Form 10-K filed with the Securities and Exchange Commission with respect to such fiscal year (or, if the Borrower is not required to file an Annual Report on Form 10-K, the consolidated balance sheet of the Borrower and its subsidiaries as of the last day of such fiscal year and the related consolidated statements of operations, changes in shareholders' equity (if applicable) and cash flows of the Borrower for such fiscal year, certified by PricewaterhouseCoopers LLP or other certified public accountants of recognized national standing), together with a certificate of an authorized officer of the Borrower stating that no Event of Default or Unmatured Event of Default has occurred and is continuing or, if any such Event of Default or Unmatured Event of Default has occurred and is continuing, a statement as to the nature thereof and the action which the Borrower proposes to take with respect thereto;

(iv) concurrently with the delivery of the quarterly and annual reports referred to in Sections 5.01(b)(ii) and 5.01(b)(iii), a compliance certificate in substantially the form set forth in Exhibit D, duly completed and signed by the Chief Financial Officer, Treasurer or an Assistant Treasurer of the Borrower;

(v) except as otherwise provided in clause (ii) or (iii) above, promptly after the sending or filing thereof, copies of all reports that the Borrower sends to any of its security holders, and copies of all Reports on Form 10-K, 10-Q or 8-K, and registration statements (without exhibits) and prospectuses that the Borrower or any Subsidiary files with the Securities and Exchange Commission or any national securities exchange (except to the extent that any such registration statement or prospectus relates solely to the issuance of securities pursuant to employee purchase, benefit or dividend reinvestment plans of the Borrower or a Subsidiary);

(vi) promptly upon becoming aware of the institution of any steps by the Borrower or any other Person to terminate any Plan, or the failure to make a required contribution to any Plan if such failure is sufficient to give rise to a lien under section 302(f) of ERISA, or the taking of any action with respect to a Plan which could result in the requirement that the Borrower furnish a bond or other security to the PBGC or such Plan, or the occurrence of any event with respect to any Plan which could result in the incurrence by the Borrower or any other member of the Controlled Group of any material liability, fine or penalty, notice thereof and a statement as to the action the Borrower proposes to take with respect thereto;

(vii) promptly upon becoming aware thereof, notice of any change in the Fitch Rating, the Moody's Rating or the S&P Rating; and

(viii) such other information respecting the business, operations or condition, financial or otherwise, of the Borrower or any Subsidiary as any Lender, through the Administrative Agent, may from time to time reasonably request (including any information that any Lender reasonably requests in order to comply with its obligations under any "know your customer" or anti-money laundering laws or regulations).

The Borrower may provide information, documents and other materials that it is obligated to furnish to the Administrative Agent pursuant to this Section 5.01(b) and all other notices, requests, financial statements, financial and other reports, certificates and other information materials, but excluding any communication that (i) relates to a request for a Credit Extension, (ii) relates to the payment of any amount due under this Agreement prior to the scheduled date therefor or any reduction of the Commitments, (iii) provides notice of any Event of Default or Unmatured Event of Default, (iv) is required to be delivered to satisfy any condition precedent to the effectiveness of this Agreement or any Credit Extension hereunder or (v) relates to a request for an extension of the scheduled Termination Date pursuant to Section 2.17 or an increase in the Commitments pursuant to Section 2.18 (any non-excluded communication described above, a "Communication"), electronically (including by posting such documents, or providing a link thereto, on Exelon's or the Borrower's Internet website). Notwithstanding the foregoing, the Borrower agrees that, to the extent requested by the Administrative Agent or any Lender, it will continue to provide "hard copies" of Communications to the Administrative Agent or such Lender, as applicable.

The Borrower further agrees that the Administrative Agent may make Communications available to the Lenders by posting such Communications on Intralinks or a substantially similar electronic transmission system (the "Platform").

THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE". THE ADMINISTRATIVE AGENT DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF ANY COMMUNICATION OR THE ADEQUACY OF THE PLATFORM AND EXPRESSLY DISCLAIMS LIABILITY FOR ERRORS OR OMISSIONS IN ANY COMMUNICATION. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY THE ADMINISTRATIVE AGENT IN CONNECTION WITH ANY COMMUNICATION OR THE PLATFORM. IN NO EVENT SHALL THE ADMINISTRATIVE AGENT HAVE ANY LIABILITY TO THE BORROWER, ANY LENDER OR ANY OTHER PERSON FOR DAMAGES, LOSSES OR EXPENSES (WHETHER IN TORT, CONTRACT OR OTHERWISE) ARISING OUT OF THE BORROWER'S OR THE ADMINISTRATIVE AGENT'S TRANSMISSION OF COMMUNICATIONS THROUGH THE INTERNET, EXCEPT TO THE EXTENT SUCH DAMAGES ARE FOUND IN A

FINAL NON-APPEALABLE JUDGMENT BY A COURT OF COMPETENT JURISDICTION TO HAVE RESULTED FROM SUCH PERSON'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. WITHOUT LIMITING THE FOREGOING, UNDER NO CIRCUMSTANCES SHALL THE ADMINISTRATIVE AGENT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF THE PLATFORM OR THE BORROWER'S OR THE ADMINISTRATIVE AGENT'S TRANSMISSION OF COMMUNICATIONS THROUGH THE INTERNET.

Each Lender agrees that notice to it (as provided in the next sentence) specifying that a Communication has been posted to the Platform shall constitute effective delivery of such Communication to such Lender for purposes of this Agreement. Each Lender agrees (i) to notify the Administrative Agent from time to time of the e-mail address to which the foregoing notice may be sent and (ii) that such notice may be sent to such e-mail address.

SECTION 5.02. Negative Covenants. The Borrower agrees that so long as any amount payable by the Borrower hereunder remains unpaid, any Facility LC remains outstanding or the Commitments have not been irrevocably terminated (except with respect to Section 5.02(a), which shall be applicable only as of the date hereof and at any time any Advance or Facility LC is outstanding or is to be made or issued, as applicable), the Borrower will not, without the written consent of the Majority Lenders:

(a) Limitation on Liens. Create, incur, assume or suffer to exist, or permit any of its Principal Subsidiaries to create, incur, assume or suffer to exist, any Lien on its respective property, revenues or assets, whether now owned or hereafter acquired, except:

(i) Liens imposed by law, such as carriers', warehousemen's and mechanics' Liens and other similar Liens arising in the ordinary course of business;

(ii) Liens for taxes, assessments or governmental charges or levies on its property if the same shall not at the time be delinquent or thereafter can be paid without penalty, or are being contested in good faith and by appropriate proceedings;

(iii) Liens arising out of pledges or deposits under worker's compensation laws, unemployment insurance, old age pensions, or other social security or retirement benefits, or similar legislation;

(iv) Liens incidental to the normal conduct of the business of the Borrower or any Subsidiary or the ownership of its property or the conduct of the ordinary course of its business, including (A) zoning restrictions, easements, rights of way, reservations, restrictions on the use of real property and other minor irregularities of title, (B) rights of lessees under leases, (C) rights of collecting banks having rights of setoff, revocation, refund or chargeback with respect to money or instruments of the Borrower or any Subsidiary on deposit with or in the possession of such banks, (D) Liens or deposits to secure the performance of statutory obligations, tenders, bids, leases, progress payments, performance or return-of-money bonds, performance or other similar bonds or other obligations of a similar nature incurred in the ordinary course of business, and (E) Liens required by any contract or statute in order to permit the Borrower or a Subsidiary of the Borrower to perform any contract or subcontract made by it with or pursuant to the requirements of a governmental entity, in each case which are not incurred in connection with the borrowing of money, the obtaining of advances or credit or the payment of the deferred purchase price of property and which do not in the aggregate impair the use of

property in the operation of the business of the Borrower and its Subsidiaries taken as a whole;

(v) Liens (A) on the capital stock of or any other equity interest in any Subsidiary which is a Debtor, and (B) granted in connection with the financing of generating facilities (including associated support and ancillary facilities), limited to the facilities so financed or developed by a Debtor or otherwise acquired by a Debtor from a Person other than the Borrower or its Subsidiaries, in each case to secure Nonrecourse Indebtedness issued by such Debtor;

(vi) Liens upon or in any property acquired in the ordinary course of business to secure the purchase price of such property or to secure any obligation incurred solely for the purpose of financing the acquisition of such property;

(vii) Liens existing on property at the time of the acquisition thereof (other than any such Lien created in contemplation of such acquisition unless permitted by the preceding clause (vi));

(viii) Liens on the property, revenues and/or assets of any Person that exist at the time such Person becomes a Subsidiary and the continuation of such Liens in connection with any refinancing or restructuring of the obligations secured by such Liens;

(ix) Liens granted in connection with any financing arrangement for the financing of pollution control facilities, limited to the facilities so purchased or financed;

(x) Liens on any improvements to property securing Indebtedness incurred to provide funds for all or part of the cost of such improvements in a principal amount not exceeding the cost of acquisition or construction of such improvements and incurred within 12 months after completion of such improvements or construction, provided that such Liens do not extend to or cover any property of the Borrower or any Subsidiary other than such improvements;

(xi) Liens arising in connection with sales or transfers of, or financing secured by, accounts receivable or related contracts, including Liens granted by a Receivables SPC to secure Debt arising under a Permitted Securitization; provided that any such sale, transfer or financing shall be on arms' length terms;

(xii) Permitted Encumbrances;

(xiii) Liens created under the Mortgage and "permitted liens" as defined in the Mortgage as in effect on the date hereof;

(xiv) Liens securing the Borrower's notes collateralized solely by mortgage bonds of the Borrower issued under the terms of the Mortgage;

(xv) Liens arising in connection with sale and leaseback transactions, but only to the extent that (A) except as permitted by the following clause (B), the proceeds received from such sale are immediately applied to retire mortgage bonds of the Borrower issued under the terms of the Mortgage and (B) the aggregate purchase price of all assets sold by the Borrower during the term of this Agreement pursuant to sale and leaseback

transactions where such proceeds are not applied as provided in clause (A) does not exceed \$1,000,000,000;

(xvi) Liens incurred or deposits to secure the performance of surety bonds incurred in the ordinary course of business consistent with past practice, provided that such Liens shall cover only the Borrower's or its Subsidiaries' interests in and relating to the contract underlying the transaction for which such surety bonds were issued;

(xvii) Liens on cash or cash equivalents created or existing to secure stay or appeal bonds or otherwise resulting from any litigation or legal proceeding which are being contested in good faith by appropriate action promptly initiated and diligently conducted, including the Lien of any judgment; provided, that the aggregate amount secured by all such Liens does not exceed \$50,000,000;

(xviii) agreements for and obligations relating to the joint or common use of property owned solely by the Borrower or any of its Principal Subsidiaries, or owned by the Borrower or any of its Principal Subsidiaries in common or jointly with one or more other parties;

(xix) Liens securing any extension, renewal, replacement or refinancing of Indebtedness secured by any Lien referred to in clauses (vii), (viii), (ix), (x) or (xviii) of this Section 5.02(a); provided, that

(A) such new Lien shall be limited to all or part of the same property that secured the original Lien (plus improvements on such property); and

(B) the amount secured by such Lien at such time is not increased to any amount greater than the amount outstanding at the time of such renewal, replacement or refinancing;

(xx) Liens existing on the date hereof and described in Schedule 5.02(a);

(xxi) Liens granted by a Special Purpose Subsidiary to secure Transitional Funding Instruments of such Special Purpose Subsidiary and Liens granted by Borrower to a Special Purpose Subsidiary on the Intangible Transition Property sold to such Subsidiary as a precaution in case such sales are re-characterized as financings of the Borrower;

(xxii) Liens on assets held by entities which are required to be included in the Borrower's consolidated financial statements solely as a result of the application of Financial Accounting Standards Board Interpretation No. 46R;

(xxiii) Liens created pursuant to the Pledge Agreement, the Control Agreements (as such terms are defined in the Bond LC Supplement) and this Agreement and other Liens on tax-exempt bonds pledged by the Borrower in connection with a failed remarketing of such bonds; and

(xxiv) Liens, other than those described in clauses (i) through (xxiii) of this Section 5.02(a), granted by the Borrower in the ordinary course of business securing Debt; provided that the aggregate amount of all Debt secured by Liens permitted by this clause (xxiv) shall not exceed in the aggregate at any one time outstanding \$50,000,000.

(b) Mergers and Consolidations; Disposition of Assets. Merge with or into or consolidate with or into, or sell, assign, lease or otherwise dispose of (whether in one transaction or in a series of transactions) all or substantially all of its assets (whether now owned or hereafter acquired) to any Person or permit any Principal Subsidiary to do so, except that (i) any Principal Subsidiary may merge with or into or consolidate with or transfer assets to any other Principal Subsidiary, (ii) any Principal Subsidiary may merge with or into or consolidate with or transfer assets to the Borrower and (iii) the Borrower or any Principal Subsidiary may merge with or into or consolidate with or transfer assets to any other Person; provided that, in each case, immediately before and after giving effect thereto, no Event of Default or Unmatured Event of Default shall have occurred and be continuing and (A) in the case of any such merger, consolidation or transfer of assets to which the Borrower is a party, either (x) the Borrower shall be the surviving entity or (y) the surviving entity shall be an Eligible Successor and shall have assumed all of the obligations of the Borrower under this Agreement and the Facility LCs pursuant to a written instrument in form and substance satisfactory to the Administrative Agent and the Administrative Agent shall have received an opinion of counsel in form and substance satisfactory to it as to the enforceability of such obligations assumed and (B) subject to clause (A) above, in the case of any such merger, consolidation or transfer of assets to which any Principal Subsidiary is a party, a Principal Subsidiary shall be the surviving entity.

(c) Interest Coverage Ratio. Permit the Interest Coverage Ratio as of the last day of any fiscal quarter to be less than 2.00 to 1.0.

(d) Continuation of Businesses. Engage, or permit any Subsidiary to engage, in any line of business which is material to the Borrower and its Subsidiaries, taken as a whole, other than businesses engaged in by the Borrower and its Subsidiaries as of the date hereof and reasonable extensions thereof.

## ARTICLE VI                      EVENTS OF DEFAULT

SECTION 6.01. Events of Default. If any of the following events shall occur and be continuing (any such event an “Event of Default”):

(a) The Borrower shall fail to pay (i) any principal of any Advance when the same becomes due and payable, (ii) any Reimbursement Obligation within one Business Day after the same becomes due and payable or (iii) any interest on any Advance or any other amount payable by the Borrower hereunder within three Business Days after the same becomes due and payable; or

(b) Any representation or warranty made by the Borrower herein or by the Borrower (or any of its officers) pursuant to the terms of this Agreement shall prove to have been incorrect or misleading in any material respect when made; or

(c) The Borrower shall fail to perform or observe (i) any term, covenant or agreement contained in Section 5.01(a)(vii), Section 5.01(b)(i) or Section 5.02 or (ii) any other term, covenant or agreement contained in this Agreement on its part to be performed or observed if the failure to perform or observe such other term, covenant or agreement shall remain unremedied for 30 days after written notice thereof shall have been given to the Borrower by the Administrative Agent (which notice shall be given by the Administrative Agent at the written request of any Lender); or

(d) The Borrower or any Principal Subsidiary shall fail to pay any principal of or premium or interest on any Debt that is outstanding in a principal amount in excess of \$50,000,000 in the aggregate (but excluding Debt hereunder, Nonrecourse Indebtedness, Debt of a Receivables SPC under a Permitted Securitization, and Transitional Funding Instruments) when the same becomes due and payable

(whether by scheduled maturity, required prepayment, acceleration, demand or otherwise), and such failure shall continue after the applicable grace period, if any, specified in the agreement or instrument relating to such Debt; or any other event shall occur or condition shall exist under any agreement or instrument relating to any such Debt and shall continue after the applicable grace period, if any, specified in such agreement or instrument, if the effect of such event or condition is to accelerate, or to permit the acceleration of, the maturity of such Debt; or any such Debt shall be declared to be due and payable, or required to be prepaid (other than by a regularly scheduled required prepayment), prior to the stated maturity thereof, other than any acceleration of any Debt secured by equipment leases or fuel leases of the Borrower or a Principal Subsidiary as a result of the occurrence of any event requiring a prepayment (whether or not characterized as such) thereunder, which prepayment will not result in a Material Adverse Change; or

(e) The Borrower or any Principal Subsidiary shall generally not pay its debts as such debts become due, or shall admit in writing its inability to pay its debts generally, or shall make a general assignment for the benefit of creditors; or any proceeding shall be instituted by or against the Borrower or any Principal Subsidiary seeking to adjudicate it as bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property and, in the case of any such proceeding instituted against it (but not instituted by it), either such proceeding shall remain undismissed or unstayed for a period of 60 days, or any of the actions sought in such proceeding (including the entry of an order for relief against, or the appointment of a receiver, trustee, custodian or other similar official for, it or for any substantial part of its property,) shall occur; or the Borrower or any Principal Subsidiary shall take any action to authorize or to consent to any of the actions set forth above in this Section 6.01(e); or

(f) One or more judgments or orders for the payment of money in an aggregate amount exceeding \$50,000,000 (excluding any such judgments or orders which are fully covered by insurance, subject to any customary deductible, and under which the applicable insurance carrier has acknowledged such full coverage in writing) shall be rendered against the Borrower or any Principal Subsidiary and either (i) enforcement proceedings shall have been commenced by any creditor upon such judgment or order or (ii) there shall be any period of 30 consecutive days during which a stay of enforcement of such judgment or order, by reason of a pending appeal or otherwise, shall not be in effect;

(g) (i) Any Reportable Event that the Majority Lenders determine in good faith is reasonably likely to result in the termination of any Plan or in the appointment by the appropriate United States District Court of a trustee to administer a Plan shall have occurred and be continuing 60 days after written notice to such effect shall have been given to the Borrower by the Administrative Agent; (ii) any Plan shall be terminated; (iii) a trustee shall be appointed by an appropriate United States District Court to administer any Plan; (iv) the PBGC shall institute proceedings to terminate any Plan or to appoint a trustee to administer any Plan; or (v) the Borrower or any other member of the Controlled Group withdraws from any Multiemployer Plan; provided that on the date of any event described in clauses (i) through (v) above, the Borrower has received notice assessing the liability of the Borrower with respect to the applicable Plan and such liability exceeds \$50,000,000; or

(h) The outstanding capital stock of the Borrower shall fail to be at least 85% owned, directly or indirectly, by Exelon (other than as a result of Exelon distributing to Exelon's shareholders generally the capital stock of the Borrower or the capital stock of a subsidiary of Exelon that is the Borrower's direct or indirect parent company);

then, and in any such event, the Administrative Agent shall at the request, or may with the consent, of the Majority Lenders, by notice to the Borrower, (i) declare the respective Commitments of the Lenders and the commitment of the LC Issuers to issue Facility LCs to be terminated, whereupon the same shall forthwith terminate, and/or (ii) declare the outstanding principal amount of the Advances, all interest thereon and all other amounts payable under this Agreement by the Borrower (including all contingent LC Obligations) to be forthwith due and payable, whereupon the outstanding principal amount of the Advances, all such interest and all such other amounts shall become and be forthwith due and payable, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by the Borrower; provided that in the event of an Event of Default under Section 6.01(e), (A) the obligation of each Lender to make any Advance to the Borrower and the obligation of each LC Issuer to issue Facility LCs shall automatically be terminated and (B) the outstanding principal amount of all Advances, all interest thereon and all other amounts payable by the Borrower hereunder (including all contingent LC Obligations) shall automatically and immediately become due and payable, without presentment, demand, protest or any notice of any kind, all of which are hereby expressly waived by the Borrower.

## ARTICLE VII THE AGENTS

SECTION 7.01. Authorization and Action. Each Lender hereby appoints and authorizes the Administrative Agent to take such action as administrative agent on its behalf and to exercise such powers under this Agreement as are delegated to the Administrative Agent by the terms hereof, together with such powers as are reasonably incidental thereto. As to any matters not expressly provided for by this Agreement (including enforcement or collection of the obligations of the Borrower hereunder), the Administrative Agent shall not be required to exercise any discretion or take any action, but shall be required to act or to refrain from acting (and shall be fully protected in so acting or refraining from acting) upon the instructions of the Majority Lenders, and such instructions shall be binding upon all Lenders; provided that the Administrative Agent shall not be required to take any action which exposes the Administrative Agent to personal liability or which is contrary to this Agreement or applicable law. The Administrative Agent agrees to give to each Lender prompt notice of each notice given to it by the Borrower pursuant to the terms of this Agreement.

SECTION 7.02. Administrative Agent's Reliance, Etc. Neither the Administrative Agent nor any of its directors, officers, agents or employees shall be liable for any action taken or omitted to be taken by it or them under or in connection with this Agreement, except for its or their respective own gross negligence or willful misconduct. Without limiting the generality of the foregoing: (i) the Administrative Agent may consult with legal counsel (including counsel for the Borrower), independent public accountants and other experts selected by it and shall not be liable for any action taken or omitted to be taken in good faith by it in accordance with the advice of such counsel, accountants or experts; (ii) the Administrative Agent makes no warranty or representation to any Lender and shall not be responsible to any Lender for any statements, warranties or representations (whether written or oral) made in or in connection with this Agreement; (iii) the Administrative Agent shall not have any duty to ascertain or to inquire as to the performance or observance of any of the terms, covenants or conditions of this Agreement on the part of the Borrower or to inspect the property (including the books and records) of the Borrower; (iv) the Administrative Agent shall not be responsible to any Lender for the due execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement or any other instrument or document furnished pursuant hereto; and (v) the Administrative Agent shall not incur any liability under or in respect of this Agreement by acting upon any notice, consent, certificate or other instrument or writing (which may be by facsimile) believed by it to be genuine and signed or sent by the proper party or parties.

SECTION 7.03. Administrative Agent and Affiliates. With respect to its Commitment, Advances and other rights and obligations hereunder in its capacity as a Lender, JPMCB shall have the same rights and powers under this Agreement as any other Lender and may exercise the same as though it were not the Administrative Agent; and the term “Lender” or “Lenders” shall include JPMCB in its individual capacity. JPMCB and its affiliates may accept deposits from, lend money to, act as trustee under indentures of, and generally engage in any kind of business with, the Borrower, any Affiliate thereof and any Person who may do business with or own securities of the Borrower or any such Affiliate, all as if it were not Administrative Agent and without any duty to account therefor to the Lenders.

SECTION 7.04. Lender Credit Decision. Each Lender acknowledges that it has, independently and without reliance upon the Administrative Agent or any other Lender and based on the financial statements referred to in Section 4.01(e) and such other documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement.

SECTION 7.05. Indemnification. The Lenders agree to indemnify the Administrative Agent (to the extent not reimbursed by the Borrower), ratably according to their respective Pro Rata Shares, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever which may be imposed on, incurred by, or asserted against the Administrative Agent in any way relating to or arising out of this Agreement or any action taken or omitted by the Administrative Agent under this Agreement, provided that no Lender shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from the Administrative Agent’s gross negligence or willful misconduct. Without limiting the foregoing, each Lender agrees to reimburse the Administrative Agent promptly upon demand for its Pro Rata Share of any out-of-pocket expenses (including reasonable counsel fees) incurred by the Administrative Agent in connection with the preparation, execution, delivery, administration, modification, amendment or enforcement (whether through negotiations, legal proceedings or otherwise) of, or legal advice in respect of rights or responsibilities under, this Agreement, to the extent that such expenses are reimbursable by the Borrower but for which the Administrative Agent is not reimbursed by the Borrower.

SECTION 7.06. Successor Administrative Agent. The Administrative Agent may resign at any time by giving written notice thereof to the Lenders and the Borrower and may be removed at any time with or without cause by the Majority Lenders. Upon any such resignation or removal, the Majority Lenders shall have the right to appoint a successor Administrative Agent. If no successor Administrative Agent shall have been so appointed by the Majority Lenders, and shall have accepted such appointment, within 30 days after the retiring Administrative Agent’s giving of notice of resignation or the Majority Lenders’ removal of the retiring Administrative Agent, then the retiring Administrative Agent may, on behalf of the Lenders, appoint a successor Administrative Agent, which shall be a commercial bank described in clause (i) or (ii) of the definition of “Eligible Assignee” having a combined capital and surplus of at least \$150,000,000. Upon the acceptance of any appointment as Administrative Agent hereunder by a successor Administrative Agent, such successor Administrative Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent, and the retiring Administrative Agent shall be discharged from its duties and obligations under this Agreement. After any retiring Administrative Agent’s resignation or removal hereunder as Administrative Agent, the provisions of this Article VII shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Administrative Agent under this Agreement. Notwithstanding the foregoing, if no Event of Default or Unmatured Event of Default shall have occurred and be continuing, then no successor Administrative Agent shall be appointed under this Section 7.06

without the prior written consent of the Borrower, which consent shall not be unreasonably withheld or delayed.

SECTION 7.07. Documentation Agents, Syndication Agent and Joint Lead Arrangers. The titles “Documentation Agent,” “Syndication Agent” and “Joint Lead Arranger” are purely honorific, and no Person designated as a “Documentation Agent,” a “Syndication Agent” or a “Joint Lead Arranger” shall have any duties or responsibilities in such capacity.

SECTION 7.08. Bond LC Collateral. Each of the Lenders and each LC Issuer hereby irrevocably appoints the Administrative Agent as its agent with respect to the Pledge Agreement and the Control Agreements (as such terms are defined in the Bond LC Supplement) and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent with respect thereto by the terms hereof or of the other Operative Documents (as such term is defined in the Bond LC Supplement), together with such actions and powers as are reasonably incidental thereto. Without limiting the foregoing, if any Pledged Bonds are permitted to be released from the Lien of the Administrative Agent in accordance with such Operative Documents, the Administrative Agent shall be authorized to take any actions deemed appropriate in order to effect the foregoing.

## ARTICLE VIII MISCELLANEOUS

SECTION 8.01. Amendments, Etc. No amendment or waiver of any provision of this Agreement, nor consent to any departure by the Borrower therefrom, shall in any event be effective unless the same shall be in writing and signed by the Majority Lenders and, in the case of an amendment, the Borrower, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; provided that no amendment, waiver or consent shall, unless in writing and signed by all Lenders (other than any Lender that is the Borrower or an Affiliate thereof), do any of the following: (a) waive or amend any of the conditions specified in Section 3.01 or 3.02, (b) increase or extend the Commitments of the Lenders (other than pursuant to Section 2.17 or 2.18) or subject the Lenders to any additional obligations, (c) reduce the principal of, or interest on, any Advance, any Reimbursement Obligation or any fees or other amounts payable hereunder, (d) postpone any date fixed for any payment of principal of, or interest on, any Advance, any Reimbursement Obligation or any fees or other amounts payable hereunder, (e) change the percentage of the Commitments or of the aggregate unpaid principal amount of the Advances, or the number of Lenders, that shall be required for the Lenders or any of them to take any action hereunder, (f) amend Section 2.19(b) or this Section 8.01 or (g) waive or amend any provision regarding pro rata sharing or otherwise relates to the distribution of payments among Lenders; provided, further, that (i) no amendment, waiver or consent shall, unless in writing and signed by the Administrative Agent, in addition to the Lenders required above to take such action, affect the rights or duties of the Administrative Agent under this Agreement; (ii) no amendment, waiver or consent shall, unless in writing and signed by the applicable LC Issuer, in addition to the Lenders required above to take such action, affect the rights or duties of such LC Issuer under this Agreement; and (iii) no amendment, waiver or consent shall amend, modify or waive Section 2.19 without the prior written consent of the Administrative Agent, each LC Issuer and each Swingline Lender.

SECTION 8.02. Notices, Etc. All notices and other communications provided for hereunder shall be in writing (including facsimile transmission) and mailed, sent by facsimile or delivered, if to the Borrower, at 440 South LaSalle Street, Suite 3300, Chicago, IL 60605, Attention: Chief Financial Officer, facsimile: (312) 394-2867, with copies to it at the same address, Attention: General Counsel, facsimile (312) 394-5433; if to any Lender, at its Domestic Lending Office specified in its Administrative Questionnaire or in the Assignment and Assumption pursuant to which it became a Lender; and if to the

Administrative Agent, at its address at JPMorgan Chase Bank, N.A., JPMorgan Loan Services, 1111 Fannin St., 10th Floor, Houston, TX 77002, Attention: Rebecca Camarena, facsimile: (713) 750-2553, with copies to, JPMorgan Chase Bank, N.A., 270 Park Avenue, 5th Floor, New York, NY 10017, Attention: Christal Kelso, facsimile: (212) 270-3089 or, as to each party, at such other address as shall be designated by such party in a written notice to the other parties. All such notices and communications shall be effective (a) if mailed, three Business Days after being deposited in the U.S. mail, postage prepaid, (b) if sent by facsimile, when such facsimile is sent (except that if not sent during normal business hours for the recipient, such facsimile shall be deemed to have been sent at the opening of business on the next Business Day for the recipient), and (c) otherwise, when delivered, except that notices and communications to the Administrative Agent pursuant to Article II or VII shall not be effective until received by the Administrative Agent.

SECTION 8.03. No Waiver; Remedies. No failure on the part of any Lender, any LC Issuer or the Administrative Agent to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

SECTION 8.04. Costs and Expenses; Indemnification.

(a) The Borrower agrees to pay on demand all costs and expenses incurred by the Administrative Agent and the Joint Lead Arrangers in connection with the preparation, execution, delivery, administration, syndication, modification and amendment of this Agreement and the other documents to be delivered hereunder, including the reasonable fees, internal charges and out-of-pocket expenses of counsel (including in-house counsel) for the Administrative Agent and the Joint Lead Arrangers with respect thereto and with respect to advising the Administrative Agent and the Joint Lead Arrangers as to their respective rights and responsibilities under this Agreement. The Borrower further agrees to pay on demand all costs and expenses, if any (including counsel fees and expenses of outside counsel and of internal counsel), incurred by the Administrative Agent, any LC Issuer or any Lender in connection with the collection and enforcement (whether through negotiations, legal proceedings or otherwise) of the Borrower's obligations under this Agreement and the other documents to be delivered by the Borrower hereunder, including reasonable counsel fees and expenses in connection with the enforcement of rights under this Section 8.04(a).

(b) If any payment of principal of, or any conversion of, any Eurodollar Advance is made other than on the last day of the Interest Period for such Advance, as a result of a payment or conversion pursuant to Section 2.09 or 2.12 or acceleration of the maturity of the Advances pursuant to Section 6.01 or for any other reason, the Borrower shall, upon demand by any Lender (with a copy of such demand to the Administrative Agent), pay to the Administrative Agent for the account of such Lender any amount required to compensate such Lender for any additional loss, cost or expense which it may reasonably incur as a result of such payment or conversion, including any loss, cost or expense incurred by reason of the liquidation or reemployment of deposits or other funds acquired by any Lender to fund or maintain such Advance.

(c) The Borrower agrees to indemnify and hold each Lender, each LC Issuer, each Agent and each of their respective Affiliates, officers, directors, partners, agents and employees (each, an "Indemnified Person") harmless from and against any claim, damage, loss, liability, cost or expense (including reasonable attorney's fees and expenses, whether or not such Indemnified Person is named as a party to any proceeding or is otherwise subjected to judicial or legal process arising from any such proceeding) that any of them may pay or incur arising out of or relating to this Agreement or the transactions contemplated hereby, or the use by the Borrower or any Subsidiary of the proceeds of any

Advance; provided that the Borrower shall not be liable for any portion of any such claim, damage, loss, liability, cost or expense resulting from such Indemnified Person's gross negligence or willful misconduct as determined in a final non-appealable order of a court of competent jurisdiction. The Borrower's obligations under this Section 8.04(c) shall survive the repayment of all amounts owing by the Borrower to the Lenders and the Administrative Agent under this Agreement and the termination of the Commitments and this Agreement. If and to the extent that the obligations of the Borrower under this Section 8.04(c) are unenforceable for any reason, the Borrower agrees to make the maximum contribution to the payment and satisfaction thereof which is permissible under applicable law.

SECTION 8.05. Right of Set-off. Upon (i) the occurrence and during the continuance of any Event of Default and (ii) the making of the request or the granting of the consent specified by Section 6.01 to authorize the Administrative Agent to declare the Advances due and payable pursuant to the provisions of Section 6.01, each Lender and each of its Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other indebtedness at any time owing by such Lender or Affiliate to or for the credit or the account of the Borrower against any and all of the obligations of the Borrower now or hereafter existing under this Agreement, whether or not such Lender shall have made any demand under this Agreement and although such obligations may be unmatured. Each Lender agrees to notify the Borrower promptly after any such set-off and application made by such Lender or Affiliate thereof, provided that the failure to give such notice shall not affect the validity of such set-off and application. The rights of each Lender under this Section 8.05 are in addition to other rights and remedies (including other rights of set-off) that such Lender may have.

SECTION 8.06. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Borrower, the Agents and each Lender and their respective successors and assigns, provided that (except as permitted by Section 5.02(b)(iii)) the Borrower shall not have the right to assign rights hereunder or any interest herein without the prior written consent of all Lenders.

SECTION 8.07. Assignments and Participations.

(a) Each Lender may, with the prior written consent of the Borrower, each LC Issuer, the Swingline Lenders and the Administrative Agent (which consents shall not be unreasonably withheld or delayed), and if demanded by the Borrower pursuant to Section 8.07(g) shall to the extent required by such Section, assign to one or more banks or other entities all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment, the Advances owing to it and its participation in Facility LCs); provided that (i) each such assignment shall be of a constant, and not a varying, percentage of all of the assigning Lender's rights and obligations under this Agreement, (ii) the Commitment Amount of the assigning Lender being assigned pursuant to each such assignment (determined as of the date of the Assignment and Assumption with respect to such assignment) shall in no event be less than \$10,000,000 or, if less, the entire amount of such Lender's Commitment, and shall be an integral multiple of \$1,000,000 or such Lender's entire Commitment, (iii) each such assignment shall be to an Eligible Assignee, (iv) the parties to each such assignment shall execute and deliver to the Administrative Agent, for its acceptance and recording in the Register, an Assignment and Assumption, together with a processing and recordation fee of \$3,500 (which shall be payable by one or more of the parties to the Assignment and Assumption, and not by the Borrower (except in the case of a demand under Section 8.07(g)), and shall not be payable if the assignee is a Federal Reserve Bank), and (v) the consent of the Borrower shall not be required after the occurrence and during the continuance of any Event of Default under Section 6.01(a), Section 6.01(c)(i) (with respect to a breach of Section 5.02(c) only) or Section 6.01(e). Upon such execution, delivery, acceptance and recording, from and after the effective date specified in each Assignment and Assumption, (x) the assignee thereunder shall be a party hereto and, to the extent that rights and obligations hereunder have been assigned to it pursuant to such

Assignment and Assumption, have the rights and obligations of a Lender hereunder and (y) the Lender assignor thereunder shall, to the extent that rights and obligations hereunder have been assigned by it pursuant to such Assignment and Assumption, relinquish its rights and be released from its obligations under this Agreement and, in the case of an Assignment and Assumption covering all or the remaining portion of an assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto (although an assigning Lender shall continue to be entitled to indemnification pursuant to Section 8.04(c)). Notwithstanding anything contained in this Section 8.07(a) to the contrary, (A) the consent of the Borrower and the Administrative Agent shall not be required with respect to any assignment by any Lender to an Affiliate of such Lender or to another Lender or to an Approved Fund and (B) any Lender may at any time, without the consent of the Borrower, any LC Issuer, any Swingline Lender or the Administrative Agent, and without any requirement to have an Assignment and Assumption executed, assign all or any part of its rights under this Agreement to a Federal Reserve Bank, provided that no such assignment shall release the transferor Lender from any of its obligations hereunder.

For the purposes of this Section 8.07(a), the term "Approved Fund" has the following meaning:

"Approved Fund" means any Person (other than a natural person) that is engaged in making, purchasing, holding or investing in bank loans and similar extensions of credit in the ordinary course of its business and that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

(b) By executing and delivering an Assignment and Assumption, the Lender assignor thereunder and the assignee thereunder confirm to and agree with each other and the other parties hereto as follows: (i) other than as provided in such Assignment and Assumption, such assigning Lender makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with this Agreement or the execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement or any other instrument or document furnished pursuant hereto; (ii) such assigning Lender makes no representation or warranty and assumes no responsibility with respect to the financial condition of the Borrower or the performance or observance by the Borrower of any of its obligations under this Agreement or any other instrument or document furnished pursuant hereto; (iii) such assignee confirms that it has received a copy of this Agreement, together with copies of the financial statements referred to in Section 4.01(e) and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into such Assignment and Assumption; (iv) such assignee will, independently and without reliance upon the Administrative Agent, such assigning Lender or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement; (v) such assignee confirms that it is an Eligible Assignee; (vi) such assignee appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers under this Agreement as are delegated to the Administrative Agent by the terms hereof, together with such powers as are reasonably incidental thereto; and (vii) such assignee agrees that it will perform in accordance with their terms all of the obligations which by the terms of this Agreement are required to be performed by it as a Lender.

(c) The Administrative Agent shall maintain at its address referred to in Section 8.02 a copy of each Assignment and Assumption delivered to and accepted by it and a register for the recordation of the names and addresses of the Lenders and the Commitment Amount of, and principal amount of the Advances owing to, each Lender from time to time (the "Register"). The entries in the Register shall be conclusive and binding for all purposes, absent manifest error, and the Borrower, the Administrative Agent and the Lenders may treat each Person whose name is recorded in the Register as a Lender hereunder for all purposes of this Agreement. The Register shall be available for inspection by the Borrower or any Lender at any reasonable time and from time to time upon reasonable prior notice.

(d) Upon its receipt of an Assignment and Assumption executed by an assigning Lender and an assignee representing that it is an Eligible Assignee, the Administrative Agent shall, if such Assignment and Assumption has been completed and is in substantially the form of Exhibit A (including any necessary consents of the Administrative Agent, the LC Issuers, the Swingline Lenders and the Borrower), (i) accept such Assignment and Assumption, (ii) record the information contained therein in the Register and (iii) give prompt notice thereof to the Borrower.

(e) Each Lender may sell participations to one or more banks or other entities (other than the Borrower or an Affiliate thereof) (each, a "Participant") in or to all or a portion of its rights and/or obligations under this Agreement (including all or a portion of its Commitment, the Advances owing to it and its participation in Facility LCs); provided that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, (iii) the Borrower, the Administrative Agent and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement and (iv) such Lender shall retain the sole right to approve, without the consent of any Participant, any amendment, modification or waiver of any provision of this Agreement, other than any such amendment, modification or waiver requiring the consent of all Lenders or each affected Lender pursuant to Section 8.01.

(f) Any Lender may, in connection with any assignment or participation or proposed assignment or participation pursuant to this Section 8.07, disclose to the assignee or participant or proposed assignee or participant, any information relating to the Borrower furnished to such Lender by or on behalf of the Borrower; provided that, prior to any such disclosure, the assignee or participant or proposed assignee or participant shall agree to preserve the confidentiality of any confidential information relating to the Borrower received by it from such Lender (subject to customary exceptions regarding regulatory requirements, compliance with legal process and other requirements of law).

(g) If any Lender (i) shall make demand for payment under Section 2.11(a), 2.11(b) or 2.14, (ii) shall deliver any notice to the Administrative Agent pursuant to Section 2.12 resulting in the suspension of certain obligations of the Lenders with respect to Eurodollar Advances, (iii) does not consent to an amendment or waiver that requires the consent of all Lenders and has been approved by the Majority Lenders or (iv) is a Defaulting Lender, then (A) in the case of clause (i), within 60 days after such demand (if, but only if, the payment demanded under Section 2.11(a), 2.11(b) or 2.14 has been made by the Borrower), (B) in the case of clause (ii), within 60 days after such notice (if such suspension is still in effect), (C) in the case of clause (iii), within 60 days after the date the Majority Lenders approve the applicable amendment or waiver, or (D) in the case of clause (iv), at any time so long as such Lender continues to be a Defaulting Lender, as the case may be, the Borrower may demand that such Lender assign in accordance with this Section 8.07 to one or more Eligible Assignees designated by the Borrower and reasonably acceptable to the Administrative Agent, the LC Issuers and the Swingline Lenders all (but not less than all) of such Lender's rights and obligations hereunder within the next succeeding 30 days; provided that such Lender shall have received payment of an amount equal to the outstanding principal of its Advances and participations in LC Obligations and Swingline Obligations, accrued interest thereon, accrued fees and all other amounts payable to it hereunder, from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts). If any such Eligible Assignee designated by the Borrower shall fail to consummate such assignment on terms acceptable to such Lender, or if the Borrower shall fail to designate any such Eligible Assignee for all of such Lender's Commitment, Advances and participation in Facility LCs, then such Lender may (but shall not be required to) assign such Commitment and Advances to any other Eligible Assignee in accordance with this Section 8.07 during such period. No replacement of a Defaulting Lender pursuant to this Section 8.07(g) shall be deemed to be a waiver of any right that the Borrower, the Administrative Agent, any LC Issuer, any Swingline Lender or any other Lender may have against such Defaulting

Lender. In the event that a Lender assigns any Eurodollar Advances pursuant to this Section 8.07(g), such assignment shall be deemed to be a prepayment by the Borrower of such Eurodollar Advances for purposes of Section 8.04(b).

(h) Notwithstanding anything to the contrary contained herein, any Lender (a “Granting Bank”) may grant to a special purpose funding vehicle (an “SPC”), identified as such in writing from time to time by the Granting Bank to the Administrative Agent and the Borrower, the option to provide to the Borrower all or any part of any Advance that such Granting Bank would otherwise be obligated to make pursuant to this Agreement; provided that (i) nothing herein shall constitute a commitment by any SPC to make any Advance, (ii) if an SPC elects not to exercise such option or otherwise fails to provide all or any part of such Advance, the Granting Bank shall be obligated to make such Advance pursuant to the terms hereof. The making of an Advance by an SPC hereunder shall utilize the Commitment of the Granting Bank to the same extent, and as if, such Advance were made by such Granting Bank. Each party hereto hereby agrees that no SPC shall be liable for any indemnity or similar payment obligation under this Agreement (all liability for which shall remain with the Granting Bank). In furtherance of the foregoing, each party hereto hereby agrees (which agreement shall survive the termination of this Agreement) that, prior to the date that is one year and one day after the payment in full of all outstanding commercial paper or other senior indebtedness of any SPC, it will not institute against, or join any other person in instituting against, such SPC any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings under the laws of the United States or any State thereof. In addition, notwithstanding anything to the contrary contained in this Section 8.07, any SPC may (i) with notice to, but without the prior written consent of, the Borrower and the Administrative Agent and without paying any processing fee therefor, assign all or a portion of its interests in any Advance to the Granting Bank or to any financial institution (consented to by the Borrower and Administrative Agent, which consents shall not be unreasonably withheld or delayed) providing liquidity and/or credit support to or for the account of such SPC to support the funding or maintenance of Advances and (ii) disclose on a confidential basis any non-public information relating to its Advances to any rating agency, commercial paper dealer or provider of any surety, guarantee or credit or liquidity enhancement to such SPC. This Section 8.07(h) may not be amended in any manner which adversely affects a Granting Bank or an SPC without the written consent of such Granting Bank or SPC.

**SECTION 8.08. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS.**

**SECTION 8.09. Consent to Jurisdiction; Certain Waivers.**

**(a) THE BORROWER HEREBY IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF ILLINOIS SITTING IN COOK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE NORTHERN DISTRICT OF ILLINOIS IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE BORROWER HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT AND IRREVOCABLY WAIVE ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM. NOTHING HEREIN SHALL LIMIT THE RIGHT OF THE ADMINISTRATIVE AGENT OR ANY LENDER TO BRING PROCEEDINGS AGAINST THE BORROWER IN THE COURTS OF ANY OTHER JURISDICTION.**

**(b) EXCEPT AS PROHIBITED BY LAW, EACH PARTY HERETO HEREBY WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY LITIGATION**

**ARISING OUT OF OR RELATING TO THIS AGREEMENT ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES.**

**SECTION 8.10. Waiver of Jury Trial. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.**

SECTION 8.11. Execution in Counterparts; Integration. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. This Agreement constitutes the entire agreement and understanding among the parties hereto and supersedes all prior and contemporaneous agreements and understandings, oral or written, relating to the subject matter hereof.

SECTION 8.12. USA PATRIOT ACT NOTIFICATION. The following notification is provided to the Borrower pursuant to Section 326 of the USA Patriot Act of 2001, 31 U.S.C. Section 5318:

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT.**  
To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person or entity that opens an account, including any deposit account, treasury management account, loan, other extension of credit, or other financial services product. What this means for the Borrower: When the Borrower opens an account, the Administrative Agent and the Lenders will ask for the Borrower's name, tax identification number and business address and other information that will allow the Administrative Agent and the Lenders to identify the Borrower. The Administrative Agent and the Lenders may also ask to see the Borrower's legal organizational documents or other identifying documents.

SECTION 8.13. No Advisory or Fiduciary Responsibility. In connection with all aspects of the transactions contemplated hereby (including in connection with any amendment, waiver or other modification hereof), the Borrower acknowledges and agrees, and acknowledges its Affiliates' understanding, that: (i) (A) the arranging and other services regarding this Agreement provided by the Administrative Agent, the other Agents, the Joint Lead Arrangers and the Lenders are arm's-length commercial transactions between the Borrower and its Affiliates, on the one hand, and the Administrative Agent, the other Agents, the Joint Lead Arrangers and the Lenders on the other hand, (B) the Borrower has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (C) the Borrower is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby; (ii) (A) the Administrative Agent, each other Agent, each Joint Lead Arranger and each Lender is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for the Borrower or any of its Affiliates, or any other Person and (B) neither

the Administrative Agent, any other Agent, any Joint Lead Arranger nor any Lender has any obligation to the Borrower or any of its Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein; and (iii) the Administrative Agent, the other Agents, the Joint Lead Arrangers and the Lenders and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Borrower and its Affiliates, and neither the Administrative Agent, any other Agent, any Joint Lead Arranger nor any Lender has any obligation to disclose any of such interests to the Borrower or its Affiliates. To the fullest extent permitted by law, the Borrower hereby waives and releases any claims that it may have against the Administrative Agent, the other Agents, the Joint Lead Arrangers and the Lenders with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

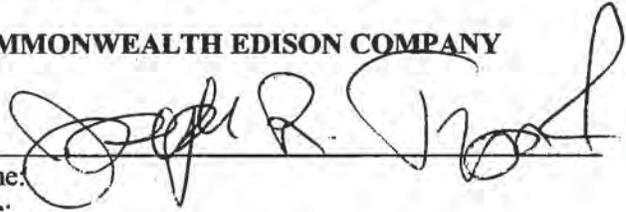
SECTION 8.14. Termination of Existing Credit Facility. JPMorgan Chase Bank, N.A., as administrative agent under the Existing Credit Facility, the Borrower and each Lender that is a party to the Existing Credit Facility (together with other Lenders that are parties to the Existing Credit Facility constitute the “Majority Lenders” under and as defined in the Existing Credit Facility) agree that concurrently with the effectiveness hereof pursuant to Section 3.01, all commitments to extend credit under the Existing Credit Facility shall terminate and be of no further force or effect (without regard to any requirement in the Existing Credit Facility for prior notice of termination of such commitments).

*[Signature Pages Follow]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

**COMMONWEALTH EDISON COMPANY**

By:  
Name:  
Title:

A handwritten signature in black ink, appearing to read "Joseph R. Wood", is written over a horizontal line. The signature is cursive and somewhat stylized.

**THE LENDERS**

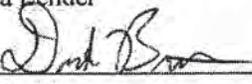
**JPMORGAN CHASE BANK, N.A.**, as Administrative Agent, a Swingline Lender and a Lender

By:   
Name: Juan J. Javellana  
Title: Vice President

**BANK OF AMERICA, N.A.**, as Syndication Agent, a  
Swingline Lender and a Lender

By:   
Name: Patrick Martin  
Title: Senior Vice President

**BARCLAYS BANK PLC**, as a Documentation Agent  
and a Lender

By:  \_\_\_\_\_

Name:

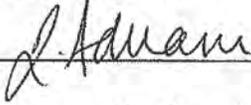
Title:

**DAVID BARTON  
DIRECTOR**

**CITIBANK, N.A., as a Documentation Agent and a Lender**

By: Maureen P. Maroney  
Name: **Maureen P. Maroney**  
Title: **Authorized Signatory**

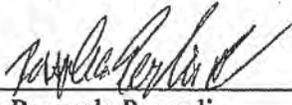
**BNP Paribas, as a Lender**

By: 

Name:

Title:

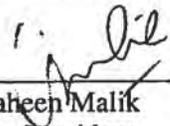
**Ravina Advani**  
Vice President

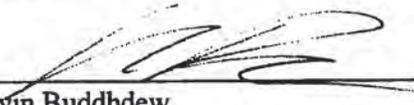
By: 

Name: Pasquale Perraglia

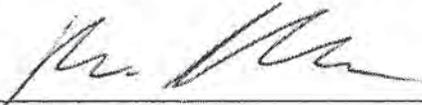
Title: Vice President

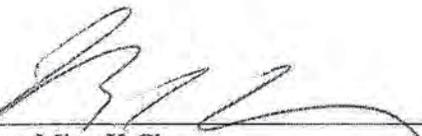
**Credit Suisse AG, Cayman Islands Branch, as a  
Lender**

By:   
Name: Shaheen Malik  
Title: Vice President

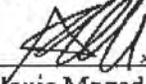
By:   
Name: Kevin Buddhew  
Title: Associate

**Deutsche Bank AG New York branch, as a Lender**

By:   
Name: Rainer Meier  
Title: Director

By:   
Name: Ming K Chu  
Title: Vice President

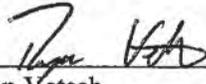
**GOLDMAN SACHS BANK USA, as a Lender**

By:  \_\_\_\_\_

Name: Alexis Maged

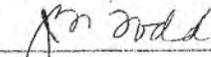
Title: Authorized Signatory

**MORGAN STANLEY BANK, N.A., as a Lender**

By:  \_\_\_\_\_  
Name: Ryan Vetsch  
Title: Authorized Signatory

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ComEd Ex. 4.6

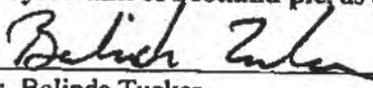
SCOTIABANC INC., as a Lender

By: 

Name: J.F. Todd

Title: Managing Director

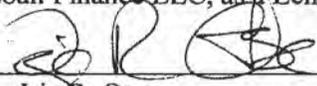
**The Royal Bank of Scotland plc, as a Lender**

By: 

Name: Belinda Tucker

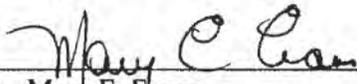
Title: Senior Vice President

UBS Loan Finance LLC, as a Lender

By:  \_\_\_\_\_

Name: Irja R. Otsa

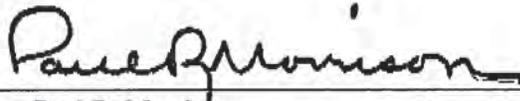
Title: Associate Director

By:  \_\_\_\_\_

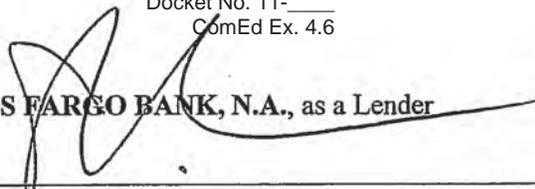
Name: Mary E. Evans

Title: Associate Director

**U.S. BANK NATIONAL ASSOCIATION, as a  
Lender**

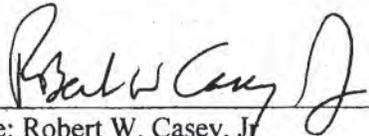
By:   
Name: Paul R. Morrison  
Title: Managing Director

Docket No. 11-\_\_\_\_  
ComEd Ex. 4.6

  
**WELLS FARGO BANK, N.A., as a Lender**

By: \_\_\_\_\_  
Name: Scott D. Bjelde  
Title: Senior Vice President

**CIBC Inc., as a Lender**

By:  \_\_\_\_\_  
Name: Robert W. Casey, Jr.  
Title: Executive Director

**Mizuho Corporate Bank (USA), as a Lender**

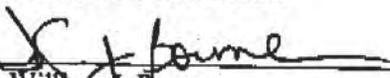
By:  \_\_\_\_\_

Name: Raymond Ventura

Title: Deputy General Manager

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**PNC BANK, N.A. as a Lender**

By:   
Name: William J. Bowne  
Title: Managing Director

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ComEd Ex. 4.6

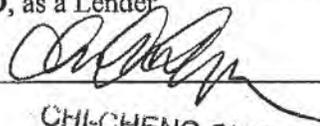
**Royal Bank of Canada, as a Lender**

By: 

Name: Jay T. Sartain

Title: Authorized Signatory

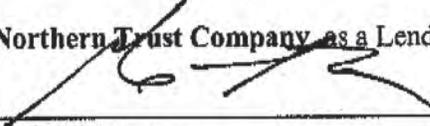
**THE BANK OF TOKYO-MITSUBISHI UFJ,  
LIMITED, as a Lender**

By:  \_\_\_\_\_

Name: **CHI-CHENG CHEN**  
Title: **AUTHORIZED SIGNATORY**

Docket No. 11-\_\_\_\_  
ComEd Ex. 4.6

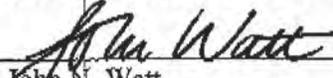
~~The Northern Trust Company as a Lender~~

By:   
Name: Keith Burson  
Title: Vice President

*ComEd 2010 Credit Agreement*

Docket No. 11-\_\_\_\_  
ComEd Ex. 4.6

**THE BANK OF NEW YORK MELLON, as a Lender**

By:   
Name: John N. Watt  
Title: Vice President

Docket No. 11-\_\_\_\_\_

UNION BANK, N.A., as a Lender <sup>ComEd Ex. 4.6</sup>

By: Pascal Uttinger

Name: Pascal Uttinger

Title: Vice President

SCHEDULE I  
PRICING SCHEDULE

The “Applicable Margin,” the “LC Fee Rate” and the “Facility Fee Rate” for any day are the respective percentages set forth below in the applicable row under the column corresponding to the Pricing Level that exists on such day:

Pricing Level	Debt Rating S&P/Moody’s/Fitch	Applicable Margin for Eurodollar Advances and LC Fee Rate	Applicable Margin for Base Rate Advances	Facility Fee Rate
I	≥ A-/A3/A-	1.550%	0.550%	0.200%
II	BBB+/Baa1/BBB+	1.750%	0.750%	0.250%
III	BBB/Baa2/BBB	1.875%	0.875%	0.375%
IV	BBB-/Baa3/BBB-	2.250%	1.250%	0.500%
V	≤ BB+/Ba1/BB+	2.375%	1.375%	0.625%

For purposes of the foregoing, (x) at any time that Debt Ratings are available from each of S&P, Moody’s and Fitch and there is a split among such Debt Ratings, then (i) if any two of such Debt Ratings are in the same level, such level shall apply or (ii) if each of such Debt Ratings is in a different level, the level that is the middle level shall apply and (y) at any time that Debt Ratings are available only from any two of S&P, Moody’s and Fitch and there is a split in such Debt Ratings, then the higher\* of such Debt Ratings shall apply, unless there is a split in Debt Ratings of more than one level, in which case the level that is one level higher than the lower Debt Rating shall apply. The Debt Ratings shall be determined from the most recent public announcement of any changes in the Debt Ratings. If the rating system of S&P, Moody’s or Fitch shall change, the Borrower and the Administrative Agent shall negotiate in good faith to amend the definition of “Debt Rating” to reflect such changed rating system and, pending the effectiveness of such amendment (which shall require the approval of the Majority Lenders), the Debt Rating shall be determined by reference to the rating most recently in effect prior to such change. If the Borrower has no Fitch Rating, no Moody’s Rating and no S&P Rating, Pricing Level V shall apply.

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\* It being understood and agreed, by way of example, that a Debt Rating of A- is one level higher than a Debt Rating of BBB+.

SCHEDULE II  
COMMITMENTS

Lender	Commitment
JPMorgan Chase Bank, N.A.	\$60,000,000.00
Bank of America, N.A.	\$60,000,000.00
Barclays Bank PLC	\$60,000,000.00
Citibank, N.A.	\$60,000,000.00
BNP Paribas	\$50,000,000.00
Credit Suisse AG	\$50,000,000.00
Deutsche Bank AG New York Branch	\$50,000,000.00
Goldman Sachs Bank USA	\$50,000,000.00
Morgan Stanley Bank, N.A.	\$50,000,000.00
Scotiabanc Inc.	\$50,000,000.00
The Royal Bank of Scotland plc	\$50,000,000.00
UBS Loan Finance LLC	\$50,000,000.00
US Bank National Association	\$50,000,000.00
Wells Fargo Bank, N.A.	\$50,000,000.00
CIBC, Inc.	\$35,000,000.00
Mizuho Corporate Bank (USA)	\$35,000,000.00
PNC Bank, National Association	\$35,000,000.00
Royal Bank of Canada	\$35,000,000.00
The Bank of Tokyo-Mitsubishi UFJ, Ltd.	\$35,000,000.00
The Northern Trust Company	\$35,000,000.00
The Bank of New York Mellon	\$25,000,000.00
Union Bank, N.A.	\$25,000,000.00
<b>TOTAL</b>	<b>\$1,000,000,000.00</b>

SCHEDULE III  
EXISTING CREDIT FACILITY

Credit Agreement dated as of October 3, 2007, as amended, among Borrower, various financial institutions and JPMCB, as administrative agent.

**EXHIBIT A  
FORM OF ASSIGNMENT AND ASSUMPTION**

This Assignment and Assumption (the “Assignment and Assumption”) is dated as of the Effective Date set forth below and is entered into by and between [*Insert name of Assignor*] (the “Assignor”) and [*Insert name of Assignee*] (the “Assignee”). Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement identified below (as amended, the “Credit Agreement”), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of the Assignor’s rights and obligations in its capacity as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor under the respective facilities identified below (including any letters of credit, guarantees, and swingline loans included in such facilities) and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as the “Assigned Interest”). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor.

1. Assignor: \_\_\_\_\_
2. Assignee: \_\_\_\_\_  
[and is an Affiliate/Approved Fund of [identify Lender]<sup>1</sup>]
3. Borrower: COMMONWEALTH EDISON COMPANY
4. Administrative Agent: JPMORGAN CHASE BANK, N.A., as the administrative agent under the Credit Agreement
5. Credit Agreement: The \$1,000,000,000 Credit Agreement dated as of March 25, 2010 among Commonwealth Edison Company, the Lenders parties thereto, JPMorgan Chase Bank, N.A., as Administrative Agent, and the other agents parties thereto]
6. Assigned Interest:

Facility Assigned	Aggregate Commitment	Commitment	Percentage Assigned of
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<sup>1</sup> Select as applicable.

	Amounts/Loans for all Lenders	Amount/Loans Assigned	Commitment/Loans <sup>2</sup>
Revolving Loan	\$ _____	\$ _____	% _____
	\$ _____	\$ _____	% _____
	\$ _____	\$ _____	% _____

Effective Date: \_\_\_\_\_, 20\_\_ [TO BE INSERTED BY ADMINISTRATIVE AGENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFOR.]

The Assignee agrees to deliver to the Administrative Agent a completed Administrative Questionnaire in which the Assignee designates one or more Credit Contacts to whom all syndicate-level information (which may contain material non-public information about the Borrower and its related parties or their respective securities) will be made available and who may receive such information in accordance with the Assignee’s compliance procedures and applicable laws, including Federal and state securities laws.

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR

[NAME OF ASSIGNOR]

By: \_\_\_\_\_  
Title:

ASSIGNEE

[NAME OF ASSIGNEE]

By: \_\_\_\_\_  
Title:

[Consented to and]<sup>3</sup> Accepted:

JPMORGAN CHASE BANK, N.A., as  
Administrative Agent

By \_\_\_\_\_  
Title:

<sup>2</sup> Set forth, to at least 9 decimals, as a percentage of the Commitment/Loans of all Lenders thereunder.

<sup>3</sup> To be added only if the consent of the Administrative Agent is required by the terms of the Credit Agreement.

[Consented to:]<sup>4</sup>

[NAME OF RELEVANT PARTY]

By \_\_\_\_\_

Title:

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<sup>4</sup> To be added only if the consent of the Borrower and/or other parties (e.g. Swingline Lender, Issuing Bank) is required by the terms of the Credit Agreement.

## ANNEX 1 TO ASSIGNMENT AND ASSUMPTION

[ \_\_\_\_\_ ]<sup>5</sup>

### STANDARD TERMS AND CONDITIONS FOR ASSIGNMENT AND ASSUMPTION

#### 1. Representations and Warranties.

1.1 Assignor. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other document executed or delivered in connection therewith (collectively, the "Loan Documents"), (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any collateral thereunder, (iii) the financial condition of the Borrower, any of its Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document or (iv) the performance or observance by the Borrower, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Loan Document.

1.2. Assignee. The Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it satisfies the requirements, if any, specified in the Credit Agreement that are required to be satisfied by it in order to acquire the Assigned Interest and become a Lender, (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of the Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it has received a copy of the Credit Agreement, together with copies of the most recent financial statements delivered pursuant to Section 5.01(b) thereof, as applicable, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase the Assigned Interest on the basis of which it has made such analysis and decision independently and without reliance on the Administrative Agent or any other Lender, and (v) if it is a Foreign Lender, attached to the Assignment and Assumption is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by the Assignee; and (b) agrees that (i) it will, independently and without reliance on the Administrative Agent, the Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

2. Payments. From and after the Effective Date, the Administrative Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignor for amounts which have accrued to but excluding the Effective Date and to the Assignee for amounts which have accrued from and after the Effective Date.

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<sup>5</sup> Describe Credit Agreement at option of Administrative Agent.

3. General Provisions. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Assumption by telecopy shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption shall be governed by, and construed in accordance with, the laws of the State of Illinois.

EXHIBIT B

FORM OF NOTICE OF BORROWING

[Date]

JPMorgan Chase Bank, N.A.,  
as Administrative Agent,  
and the Lenders that are parties to  
the Credit Agreement referred to below  
1111 Fannin St., 10th Floor  
Houston, TX 77002  
Attention: Utilities Department  
North American Finance Group

Ladies and Gentlemen:

The undersigned, Commonwealth Edison Company (the "Borrower"), refers to the Credit Agreement, dated as of \_\_\_\_\_, 2010, among the Borrower, various financial institutions and JPMorgan Chase Bank, N.A., as Administrative Agent (as amended, modified or supplemented from time to time, the "Credit Agreement"), and hereby gives you notice, irrevocably, pursuant to Section 2.02(a)(i) of the Credit Agreement that the undersigned requests a Borrowing under the Credit Agreement, and in that connection sets forth below the information relating to such Borrowing (the "Proposed Borrowing") as required by Section 2.02(a)(i) of the Credit Agreement:

- (i) The Business Day of the Proposed Borrowing is \_\_\_\_, 20\_\_.
- (ii) The Type of Advances to be made in connection with the Proposed Borrowing is [Base Rate Advances] [Eurodollar Advances].
- (iii) The aggregate amount of the Proposed Borrowing is \$\_\_\_\_\_.
- (iv) If applicable, the Interest Period for each Eurodollar Advance made as part of the Proposed Borrowing is [\_\_ days] [\_\_ month[s]].

The undersigned hereby certifies that the following statements are true on the date hereof, and will be true on the date of the Proposed Borrowing:

(A) the representations and warranties of the undersigned contained in Section 4.01 of the Credit Agreement (excluding the representations and warranties set forth in Section 4.01(e)(ii) and the first sentence of Section 4.01(f) of the Credit Agreement) are correct, before and after giving effect to the Proposed Borrowing and to the application of the proceeds therefrom, as though made on and as of such date; and

(B) no event has occurred and is continuing, or would result from the Proposed Borrowing or from the application of the proceeds therefrom, that constitutes an Event of Default or Unmatured Event of Default.

Very truly yours,

COMMONWEALTH EDISON COMPANY

By \_\_\_\_\_

Name:

Title:

EXHIBIT C

FORM OF INCREASE REQUEST

\_\_\_\_\_, 20\_\_\_\_

JPMorgan Chase Bank, N.A., as Administrative Agent  
under the Credit Agreement referred to below

Ladies/Gentlemen:

Please refer to the Credit Agreement dated as of \_\_\_\_\_, 2010 among Commonwealth Edison Company, as borrower (the "Borrower"), various financial institutions and JPMorgan Chase Bank, N.A., as Administrative Agent (as amended, modified, extended or restated from time to time, the "Credit Agreement"). Capitalized terms used but not defined herein have the respective meanings set forth in the Credit Agreement.

In accordance with Section 2.18 of the Credit Agreement, the Borrower hereby requests an increase in the Aggregate Commitment Amount from \$\_\_\_\_\_ to \$\_\_\_\_\_. Such increase shall be made by [increasing the Commitment Amount of \_\_\_\_\_ from \$\_\_\_\_\_ to \$\_\_\_\_\_] [adding \_\_\_\_\_ as a Lender under the Credit Agreement with a Commitment Amount of \$\_\_\_\_\_] as set forth in the letter attached hereto. Such increase shall be effective three Business Days after the date that the Administrative Agent accepts the letter attached hereto or such other date as is agreed among the Borrower, the Administrative Agent and the [increasing] [new] Lender.

The Borrower certifies that (A) the representations and warranties contained in Section 4.01 of the Credit Agreement will be correct on the date of the increase requested hereby, before and after giving effect to such increase, as though made on and as of such date; and (B) no Event of Default or Unmatured Event of Default exists on and as of such date.

Very truly yours,

COMMONWEALTH EDISON COMPANY

By:  
Name:  
Its:

ANNEX I TO EXHIBIT C  
\_\_\_\_\_, 20\_\_

JPMorgan Chase Bank, N.A., as Administrative Agent  
under the Credit Agreement referred to below

Ladies/Gentlemen:

Please refer to the letter dated \_\_\_\_\_, 20\_\_ from Commonwealth Edison Company (the "Borrower") requesting an increase in the Aggregate Commitment Amount from \$\_\_\_\_\_ to \$\_\_\_\_\_ pursuant to Section 2.18 of the Credit Agreement dated as of \_\_\_\_\_, 2010 among the Borrower, various financial institutions and JPMorgan Chase Bank, N.A., as Administrative Agent (as amended, modified, extended or restated from time to time, the "Credit Agreement"). Capitalized terms used but not defined herein have the respective meanings set forth in the Credit Agreement.

The undersigned hereby confirms that it has agreed to increase its Commitment Amount under the Credit Agreement from \$\_\_\_\_\_ to \$\_\_\_\_\_ effective on the date which is three Business Days after the acceptance hereof by the Administrative Agent or on such other date as may be agreed among the Borrower, the Administrative Agent and the undersigned.

Very truly yours,

[NAME OF INCREASING LENDER]

By: \_\_\_\_\_

Title: \_\_\_\_\_

Accepted as of  
\_\_\_\_\_, 20\_\_

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ANNEX II TO EXHIBIT C

\_\_\_\_\_, 20\_\_

JPMorgan Chase Bank, N.A., as Administrative Agent  
under the Credit Agreement referred to below

Ladies/Gentlemen:

Please refer to the letter dated \_\_\_\_\_, 20\_\_ from Commonwealth Edison Company (the "Borrower") requesting an increase in the Aggregate Commitment Amount from \$\_\_\_\_\_ to \$\_\_\_\_\_ pursuant to Section 2.18 of the Credit Agreement dated as of \_\_\_\_\_, 2010 among the Borrower, various financial institutions and JPMorgan Chase Bank, N.A., as Administrative Agent (as amended, modified, extended or restated from time to time, the "Credit Agreement"). Capitalized terms used but not defined herein have the respective meanings set forth in the Credit Agreement.

The undersigned hereby confirms that it has agreed to become a Lender under the Credit Agreement with a Commitment Amount of \$\_\_\_\_\_ effective on the date which is three Business Days after the acceptance hereof, and consent hereto, by the Administrative Agent or on such other date as may be agreed among the Borrower, the Administrative Agent and the undersigned.

The undersigned (a) acknowledges that it has received a copy of the Credit Agreement and the Schedules and Exhibits thereto, together with copies of the most recent financial statements delivered by the Borrower pursuant to the Credit Agreement, and such other documents and information as it has deemed appropriate to make its own credit and legal analysis and decision to become a Lender under the Credit Agreement; and (b) agrees that it will, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit and legal decisions in taking or not taking action under the Credit Agreement.

The undersigned represents and warrants that (i) it is duly organized and existing and it has full power and authority to take, and has taken, all action necessary to execute and deliver this letter and to become a Lender under the Credit Agreement; and (ii) no notices to, or consents, authorizations or approvals of, any Person are required (other than any already given or obtained) for its due execution and delivery of this letter and the performance of its obligations as a Lender under the Credit Agreement.

The undersigned agrees to execute and deliver such other instruments, and take such other actions, as the Administrative Agent may reasonably request in connection with the transactions contemplated by this letter.

The following administrative details apply to the undersigned:

(A) Notice Address:

Legal name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Attention: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_  
Facsimile: (\_\_\_\_) \_\_\_\_\_

(B) Payment Instructions:  
Account No.: \_\_\_\_\_  
At: \_\_\_\_\_  
\_\_\_\_\_  
Reference: \_\_\_\_\_  
Attention: \_\_\_\_\_

The undersigned acknowledges and agrees that, on the date on which the undersigned becomes a Lender under the Credit Agreement as set forth in the second paragraph hereof, the undersigned will be bound by the terms of the Credit Agreement as fully and to the same extent as if the undersigned were an original Lender under the Credit Agreement.

Very truly yours,

[NAME OF NEW LENDER]

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Accepted as of  
\_\_\_\_\_, 20\_\_

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Consented to:]<sup>6</sup>  
[NAME OF RELEVANT PARTY]  
By:  
Title:

<sup>6</sup> To be added only if the consent of other parties (e.g. Swingline Lenders and LC Issuer) is required by the terms of the Credit Agreement.



EXHIBIT D

FORM OF ANNUAL AND QUARTERLY COMPLIANCE CERTIFICATE

\_\_\_\_\_, 20\_\_

Pursuant to the Credit Agreement, dated as of \_\_\_\_\_, 2010, among Commonwealth Edison Company (the "Borrower"), various financial institutions and JPMorgan Chase Bank, N.A., as Administrative Agent (as amended, modified or supplemented from time to time, the "Credit Agreement"), the undersigned, being \_\_\_\_\_ of the Borrower, hereby certifies on behalf of the Borrower as follows:

1. [Delivered] [Posted concurrently]\* herewith are the financial statements prepared pursuant to Section 5.01(b)[(ii)/(iii)] of the Credit Agreement for the fiscal \_\_\_\_\_ ended \_\_\_\_\_, 20\_\_. All such financial statements comply with the applicable requirements of the Credit Agreement.

\*Applicable language to be used based on method of delivery.

2. Schedule I hereto sets forth in reasonable detail the information and calculations necessary to establish the Borrower's compliance with the provisions of Section 5.02(c) of the Credit Agreement as of the end of the fiscal period referred to in paragraph 1 above.

3. A review of the activities of the Borrower during such fiscal period has been made under the supervision of the undersigned with a view to determining whether during such fiscal period the Borrower performed and observed all its obligations under the Credit Agreement.

4. Based on the review described in paragraph 3 above, to the best of the knowledge of the undersigned during such fiscal period (Check one and only one:)

No Event of Default or Unmatured Event of Default has occurred and is continuing.

An Event of Default or Unmatured Event of Default has occurred and is continuing, and the document(s) attached hereto as Schedule II specify in detail the nature and period of existence of such Event of Default or Unmatured Event of Default as well as any and all actions with respect thereto taken or contemplated to be taken by the Borrower.

5. Capitalized terms used in this certificate and not otherwise defined shall have the meanings given in the Credit Agreement.

COMMONWEALTH EDISON COMPANY

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

ANNEX A TO CREDIT AGREEMENT

BOND LC SUPPLEMENT TO CREDIT AGREEMENT

ARTICLE I AMOUNT AND TERMS OF THE BOND LCS

Subject to the terms and conditions of the Credit Agreement (including this Supplement), the provisions of the Credit Agreement regarding the issuance of Facility LCs that are Bond LCs shall be supplemented by this Supplement. To the extent not inconsistent herewith, all of the provisions of the Credit Agreement relating to the issuance, modification and reimbursement of Facility LCs shall remain in full force and effect. Capitalized terms used in this Supplement shall have the meanings ascribed thereto in Article VII hereof.

SECTION 1.1 Bond LCs.

SECTION 1.1.1 Bond LCs shall not be issued in respect of any obligation other than the Bonds.

SECTION 1.1.2 Subject to Section 1.1.1, the Borrower shall give the applicable LC Issuer notice prior to 11:00 A.M., New York City time, at least 10 Business Days (or such lesser time as the applicable LC Issuer may agree) prior to the proposed Date of Issuance or Modification of each Bond LC, specifying the name of the Trustee as beneficiary, the series of Bonds to be supported by such Bond LC, the proposed date of issuance (or Modification) and the expiry date of such Bond LC and describing the proposed terms of such Bond LC. Such notice shall also be accompanied by drafts of the proposed Official Statement and the other Operative Documents relating to the series of Bonds to be supported by such Bond LC.

SECTION 1.1.3 Upon the satisfaction of the conditions precedent set forth in Section 2.1, on the applicable Date of Issuance, the applicable LC Issuer hereunder will issue to the Trustee one or more Bond LCs (substantially in the form of Exhibit A hereto) to support the related series of Bonds. The initial face amount may be from time to time reduced and/or reinstated in accordance with the terms of the applicable Bond LC. The Lenders will use only their own funds in honoring a drawing on the Bond LCs. The Borrower irrevocably and unconditionally instructs the applicable LC Issuer to reduce or reinstate a Bond LC in accordance with its terms or in the event the Trustee elects to reduce the stated amount of any Bond LC in connection with a redemption of Bonds or otherwise.

SECTION 1.1.4 Bond LC Fees. The Borrower hereby agrees to pay the fees specified in the applicable Bond LC Fee Letter, to the applicable LC Issuer, at the times and in the amounts set forth therein.

SECTION 1.1.5 Reserved.

SECTION 1.1.6 Tender Advances.

(a) If any LC Issuer shall make any payments under a Bond LC pursuant to a Tender Draft to pay the purchase price of Bonds being purchased upon a tender thereof, and the conditions set forth in Section 2.2 shall have been fulfilled, such payments shall automatically be deemed to constitute and shall be an advance made by such LC Issuer to the Borrower on the date and in the amount of such payment, each such advance being a

“Tender Advance” and collectively the “Tender Advances”; provided, that if such conditions are not satisfied the payments made by such LC Issuer shall immediately become due and payable.

(b) Subject to Sections 1.1.9 and 5.2, the principal amount of each Tender Advance, together with all accrued and unpaid interest thereon, shall be due and payable on the earlier of (i) the date that is thirty (30) days after the making of such Tender Advance (or if such date is not a Business Day, the next succeeding Business Day) and (ii) the applicable Bond LC Expiration Date.

(c) Upon each Tender Draft there shall be delivered to the Trustee, as agent for the Administrative Agent, registered in the name of the Borrower but with the Administrative Agent registered as pledgee, in duly transferable form, the Bonds purchased with the proceeds of such Tender Draft, i.e. the Pledged Bonds (or in the alternative, as provided in the Pledge Agreement for certificated Bonds held by The Depository Trust Company or its nominee or a similar securities depository, the Trustee shall cause its records in its capacity as a “DTC participant” or similar capacity with respect to another depository, to reflect beneficial ownership of the Pledged Bonds by the Borrower subject to the lien and security interest of the Administrative Agent). As security for the payment of each Tender Advance under this Agreement, the Borrower is pledging to the Administrative Agent pursuant to the Pledge Agreement, and granting to the Administrative Agent, for the benefit of the Administrative Agent, the LC Issuers and the Lenders, a security interest in, all of its right, title and interest in and to all Pledged Bonds arising in connection with a Tender Draft.

(d) Upon payment to the Administrative Agent or the applicable LC Issuer of any Tender Advance (together with all accrued interest thereon), other than payment from the proceeds of a remarketing of the Bonds with respect to which such Tender Advance was made pursuant to the applicable Indenture, and provided that the Administrative Agent shall not have notified the Trustee and the Remarketing Agent that an Event of Default has occurred and is continuing, the Administrative Agent (or the Trustee (as custodian for the Administrative Agent) at the direction of the Administrative Agent) shall release from the pledge and security interest created hereby the Pledged Bonds purchased with the proceeds of such Tender Advance. The Administrative Agent shall have no obligation to release any such Pledged Bonds pursuant to this subsection (d) unless the entire Tender Advance incurred to buy such Pledged Bonds, together with accrued interest thereon, has been paid, and the related Bond LC shall have been returned to the applicable LC Issuer for cancellation. Such Pledged Bonds shall be delivered to the Borrower or its designee on payment as aforesaid.

(e) In the event Pledged Bonds are remarketed pursuant to the applicable Indenture, and provided that the Administrative Agent shall not have notified the Trustee and Remarketing Agent in writing that an Event of Default has occurred and is continuing, the Administrative Agent (or the Trustee (as custodian for the Administrative Agent) at the direction of the Administrative Agent) shall also release from the pledge and security interest evidenced by the Pledge Agreement a principal amount of Pledged Bonds equal to the principal amount of Bonds so remarketed. The Pledged Bonds shall be released (i) upon notice from the Remarketing Agent to the Administrative Agent one Business Day prior to such release (or such shorter period of time as may be agreed to by the parties) specifying the principal amount of Bonds purchased by and to be delivered to

such purchaser, and (ii) upon receipt by the Trustee or Remarketing Agent, as applicable, for the account of the Administrative Agent or LC Issuer, as applicable, as provided for in the related Indenture, of remarketing proceeds with respect to such remarketed Pledged Bonds in an amount not less than the principal amount of the Pledged Bonds, plus accrued interest thereon to the date of remarketing.

(f) Any interest or any principal received by the Administrative Agent or the applicable LC Issuer in respect of Pledged Bonds shall be credited against the Bond LC Reimbursement Obligations and applied first to interest due; except that during the continuance of an Event of Default, the Administrative Agent may apply such interest or principal to any Bond LC Reimbursement Obligations as it may in its discretion elect.

SECTION 1.1.7 Notice to Trustee.

At any time that Bonds are held under the Pledge Agreement, the Administrative Agent, at the request of the Trustee, shall notify such Trustee of the rate of interest applicable to, and interest payment dates for, outstanding Tender Advances relating to such Pledged Bonds.

SECTION 1.1.8 Reserved.

SECTION 1.1.9 Reinstatement of Bond LC Amounts.

Prior to or simultaneously with the remarketing or redemption of Bonds acquired by any Trustee with the proceeds of one or more draws under the Bond LCs related to such Bonds by one or more Tender Drafts, or if any Pledged Bonds shall be determined to be invalid, the Borrower shall prepay or cause the Trustee on behalf of the Borrower to prepay the then outstanding Tender Advances resulting from such draw or draws (in the order in which they were made) and accrued interest thereon, if any, by paying (or causing to be paid) to the Administrative Agent (if such prepayment is being made by the Borrower), for the account of the Lenders in proportion to their respective Pro Rata Shares, or to the applicable LC Issuer (if such prepayment is being made by any Trustee), for the account of the Lenders in proportion to their respective Pro Rata Shares, an amount equal to the sum of (i) the aggregate principal amount of the Bonds being resold or to be resold or being redeemed or that have been determined to be invalid, plus (ii) accrued interest thereon, for application to the prepayment of such Tender Advances. With respect to payments of Tender Advances made by any Trustee to any LC Issuer, such payments, when such LC Issuer shall also have received certificates completed and signed by the Trustee in substantially the form provided in the applicable Bond LC, shall be applied by the Administrative Agent in reimbursement of such drawings (and as prepayment of Tender Advances resulting from such drawings in the manner described above). Each of the Borrower and the Lenders irrevocably authorizes the LC Issuers to rely on such certificate and to reinstate the applicable Bond LCs in accordance therewith, and otherwise to reinstate the applicable Bond LCs at the times and in the manner specified therein.

ARTICLE II CONDITIONS OF BOND LC ISSUANCE AND TENDER ADVANCES

SECTION 2.1.1 Conditions to Issuance of Bond LCs. The obligations of any LC Issuer to issue any Bond LC in respect of any series of Bonds shall be subject to the conditions precedent that on or before the Date of Issuance for such Bond LC, the Administrative Agent shall have received all of the following each dated a date reasonably satisfactory to the

Administrative Agent and otherwise in form and substance reasonably satisfactory to the Administrative Agent:

(a) a certificate signed by either the chief financial officer, principal accounting officer or treasurer of the Borrower stating that (i) the representations and warranties contained in Section 4.01 of the Credit Agreement (to the extent applicable and excluding those set forth in Section 4.01(e)(ii) of the Credit Agreement and the first sentence of Section 4.01(f) of the Credit Agreement) and Section 3.1 are correct on and as of the Date of Issuance as though made on and as of such date, (ii) no event has occurred and is continuing, or would result from the issuance of such Bond LC, that constitutes an Unmatured Event of Default or an Event of Default and (iii) the representations and warranties of the Borrower contained in the Operative Documents relating to such series of Bonds to which it is a party are correct in all material respects on and as of the Date of Issuance as though made on and as of such date;

(b) executed copies (or duplicates thereof) of each of the Operative Documents relating to such series of Bonds and the final copy of the Official Statement, together with any supplements thereto, for such series of Bonds together with a copy of each opinion, certificate and other document or instrument (in the case of each opinion, addressed to the Administrative Agent either directly or through a reliance letter), including rating letters indicating that the ratings of such series of Bonds have been rated at least the ratings of the applicable LC Issuer, required to be delivered pursuant to the applicable Indenture in connection with the issuance of such series of Bonds;

(c) evidence that the First Mortgage Bond relating to such series of Bonds has been authenticated and issued to the Trustee for such series of Bonds shall be in the aggregate principal amount not less than the principal amount of such series of Bonds being issued;

(d) a certificate of a duly authorized officer of the Borrower certifying that attached thereto is (i) a true, correct and complete copy of the Mortgage, dated July 1, 1923, as amended and supplemented by supplemental indentures, including the Supplemental Indenture, dated August 1, 1944, from the Borrower to the Mortgage Trustees, omitting copies of supplemental indentures that provide for the issuance of Debt, (ii) a listing of the supplemental indentures currently in effect and confirming that such supplemental indentures are the only supplemental indentures or other instruments in effect that have amended or supplemented the original Mortgage and (iii) a complete and correct copy of the Supplemental Indenture related to the series of Bonds being issued;

(e) evidence that all conditions precedent to the issuance of such series of Bonds shall have occurred;

(f) the Borrower shall have executed and delivered a Bond LC Fee Letter in favor of the applicable LC Issuer (if requested by the applicable LC Issuer) and paid any fees and disbursements payable to the Administrative Agent and the Lenders pursuant to this Supplement or the Credit Agreement on or prior to the Date of Issuance;

(g) such other approvals, opinions or documents in connection with such series of Bonds as any Lender may reasonably request in connection with this Agreement or any Operative Document;

(h) a certificate of the Trustee for such series of Bonds as to the principal amount of

such series of Bonds outstanding in respect of which it is acting as Trustee; and

(i) a certificate of an authorized officer of the Trustee for such series of Bonds certifying the names, true signatures and incumbency of the officers of such Trustee authorized to make drawings under the Bond LC issued in favor of such Trustee and as to such other matters as the Administrative Agent may reasonably request.

The Borrower shall be deemed to have represented and warranted, on each applicable Date of Issuance, that the certifications contained in Section 2.1(a) are accurate.

**SECTION 2.2** Conditions Precedent to Each Tender Advance or Modification. The obligation of each Lender or LC Issuer to make any Tender Advance and of each LC Issuer to issue or modify any Bond LC shall be subject to the conditions precedent that on the date of such Credit Extension, the following statements shall be true (and (x) on the date of each payment by any LC Issuer under a Bond LC pursuant to a Tender Draft, and on the date of making any Tender Advance and (y) the request by the Borrower for the issuance or Modification of a Bond LC shall constitute a representation and warranty by the Borrower that on the date of the making of such Tender Advances or the issuance or Modification of such Bond LC (as applicable) such statements are true):

(a) The representations and warranties of the Borrower contained in Section 3.1 are correct on and as of the date of such Credit Extension, before and after giving effect to such Credit Extension and, in the case of the making of Tender Advances, the application of the proceeds therefrom, as though made on and as of such date;

(b) The representations and warranties of the Borrower contained in the Operative Documents for the related series of Bonds are correct on and as of the date of such Tender Advance or Modification (as the case may be), before and after giving effect to such Tender Advance or Modification (as the case may be) and as it relates to such Tender Advance, to the application of the proceeds therefrom, as though made on and as of such date, except for changes that would not materially adversely affect the ability of the Borrower to meet its obligations hereunder and under the Pledge Agreement; and

(c) The conditions set forth in Section 3.02 of the Credit Agreement are satisfied.

### ARTICLE III BOND LC REPRESENTATIONS AND WARRANTIES

**SECTION 3.1** In addition to the representations and warranties contained in Section 4.01 of the Credit Agreement, the Borrower represents and warrants as follows:

(a) The execution, delivery and performance by the Borrower of the Operative Documents to which it is party with respect to a series of Bonds covered by a Bond LC are within the Borrower's powers, have been duly authorized by all necessary organizational action on the part of the Borrower, and do not and will not contravene (i) the organizational documents of the Borrower, (ii) applicable law or (iii) any contractual or legal restriction binding on or affecting the properties of the Borrower or any Subsidiary.

(b) No authorization or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery and performance by the Borrower of the Operative Documents to which it is party with respect to a series of Bonds covered by a Bond LC except any order that has been duly obtained and is (x) in full force and effect and (y) sufficient for the purposes hereof.

(c) Each of the Operative Documents to which the Borrower is a party with respect to a series of Bonds covered by a Bond LC is a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except as the enforceability thereof may be limited by equitable principles or bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally.

(d) No proceeds from the issuance of any Bonds covered by a Bond LC or from any Tender Advance have been or will be used directly or indirectly in connection with the acquisition of in excess of 5% of any class of equity securities that is registered pursuant to Section 12 of the Exchange Act.

(e) The Borrower is not engaged in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation U issued by the Board of Governors of the Federal Reserve System), and no proceeds from the issuance of the Bonds covered by a Bond LC or any Tender Advance will be used to purchase or carry any margin stock or to extend credit to others for the purpose of purchasing or carrying any margin stock. Not more than 25% of the value of the assets of the Borrower and its Subsidiaries is represented by margin stock.

(f) Upon the acquisition and delivery of all or a portion of a series of Bonds pursuant to the Pledge Agreement and the related Control Agreement, the liens granted by the Pledge Agreement and such Control Agreement will be duly created and perfected with the priority contemplated by the Pledge Agreement and the Control Agreement.

(g) The information contained in each Official Statement relating to a series of Bonds covered by a Bond LC and all written information provided to the Lenders in connection with this Supplement as of their respective dates is correct in all material respects and does not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements made in such Official Statement, in light of the circumstances under which they were made, not misleading. The Borrower makes no representation as to information in the Official Statement relating to any Lender and provided by a Lender for inclusion in the Official Statement or summarizing the contents of documents.

(h) Upon the issuance thereof, each of the Bonds covered by a Bond LC will have been duly authorized, authenticated and issued and delivered, and will be the legal, valid and binding obligations of the applicable Issuer, and will not be in default.

(i) The performance of this Supplement and the transactions contemplated herein will not affect the status as exempt from Federal income tax, of interest on the Bonds held by any person (other than a person who is a substantial user of the project financed with those Bonds or any person considered to be related to such person (within the meaning of Section 103(b)(13) of the Internal Revenue Code of 1954, as amended, or Section 147(a) of the Code)).

(j) The Mortgage is, and when issued and delivered in connection with the issuance of a series of Bonds covered by a Bond LC, each First Mortgage Bond will be, the legal, valid and binding obligations of the Borrower enforceable against the Borrower in accordance with their respective terms except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws or equitable principles relating to or limiting creditors' rights generally. The issuance of the First Mortgage Bond to the Trustee is not required to be

registered under the Securities Act of 1933, as amended. The execution, delivery and performance by the Borrower of the Mortgage are, and when issued and delivered in connection with the issuance of a series of Bonds covered by a Bond LC, each First Mortgage Bond will be, within its corporate powers, have been duly authorized by all necessary corporate action and do not violate any provision of law or any agreement, indenture, note or other instrument binding upon or affecting it or its restated articles of incorporation or by-laws or give cause for acceleration of any of its Debt, except to the extent such violation or acceleration would not, in the aggregate, have a material adverse effect on the value of any First Mortgage Bond or the Mortgaged Property or the enforceability of any First Mortgage Bond or the Mortgage.

(k) All authorizations, approvals and other actions by, and notices to and filings with, all governmental authorities and regulatory bodies required for the due execution, delivery and performance of the Mortgage have been, and when issued and delivered in connection with the issuance of a series of Bonds covered by a Bond LC, each First Mortgage Bond will be, obtained or made and are in full force and effect.

(l) The Mortgage creates in favor of the Mortgage Trustees for the ratable benefit of the holders of each outstanding series of mortgage bonds issued under the Mortgage, including, when issued, the Trustee as holder of the First Mortgage Bond for the related series of Bonds, a legally valid and enforceable first priority security interest in the Mortgaged Property existing as of the date of issuance of such series of Bonds and constitutes a perfected security interest in all such Mortgaged Property, subject to (A) “permitted liens,” as defined in the Mortgage, (B) the terms of the franchises, licenses, easements, leases, permits, contracts and other instruments under which the Mortgaged Property is held or operated, and (C) such other liens, prior rights and encumbrances none of which other liens, prior rights and encumbrances, with minor or insubstantial exceptions, affects from a legal standpoint the security for any First Mortgage Bond or the Borrower’s right to use such properties in its business. The Mortgage conforms to the requirements of the Trust Indenture Act of 1939, as amended.

(m) The Borrower has good title to the Mortgaged Property, subject only to the exceptions set forth in the Mortgage and in paragraph (l) above, none of which materially impairs the use of the property affected thereby for the use intended in the operation of the business of the Borrower and except for defects in title or interest that would not, in the aggregate, have a material adverse effect on the value of the Mortgaged Property.

(n) Upon issuance thereof in connection with a series of Bonds covered by a Bond LC, the First Mortgage Bond will be a bond issued pursuant to, and entitled to the benefit of, the Mortgage and will be authenticated and delivered in accordance with the Mortgage.

(o) Upon issuance and delivery of the First Mortgage Bond to the Trustee in connection with the issuance of the related series of Bonds covered by a Bond LC and unless the related First Mortgage Bond has been released by the Trustee or the related First Mortgage Bond has been paid in full (A) such First Mortgage Bond will be outstanding (to the extent the related Bonds have not been redeemed), (B) the Trustee will be the holder of such First Mortgage Bond for all purposes under the Mortgage (unless such Trustee transfers such First Mortgage Bond) and (C) such First Mortgage Bond will rank pari passu with all other bonds and instruments issued pursuant to the Mortgage.

(p) The representations and warranties made by the Borrower in the Mortgage are true and correct in all material respects after giving effect to issuance of any Bond LC.

ARTICLE IV BOND LC COVENANTS OF THE BORROWER

SECTION 4.1 Affirmative Covenants. In addition to the covenants contained in Section 5.01(a) of the Credit Agreement, the Borrower agrees that so long as any amount payable by the Borrower hereunder remains unpaid, any Bond LC remains outstanding or the Commitments have not been irrevocably terminated, the Borrower will, unless the Majority Lenders shall otherwise consent in writing:

(a) Trustee; Official Statement; Remarketing; Substitute Bond LC; Remarketing Agent; Redemption of Bonds; Registration of Bonds.

(i) use the proceeds of the issuance of the Bonds for the purposes set forth in the related Indenture, but in no event for any purpose that would be contrary to Sections 3.1(d) or (e);

(ii) maintain in place a Trustee in accordance with the provisions of each Indenture. Without the prior written approval of the Administrative Agent (which approval shall not be unreasonably withheld), the Borrower will not appoint or permit or suffer to be appointed any successor Trustee; provided, however, that the foregoing shall not apply to an entity that succeeds to all or substantially all of the Trustee's corporate trust business as a result of a merger, sale of assets or other corporate reorganization;

(iii) not include, or permit to be included, any material or reference relating to any Lender in any Official Statement or any tombstone advertisement, unless such material or reference is approved in writing by such Lender prior to its inclusion therein; and will not distribute, or permit to be distributed or used, any Official Statement unless copies of such Official Statement are furnished to such Lender;

(iv) not suffer or permit the Remarketing Agent to remarket any Bonds covered by a Bond LC at a price less than the principal amount thereof plus accrued interest, if any, thereon to the respective dates of remarketing. Upon written notice from the Administrative Agent that any Remarketing Agent is failing to reprice or remarket the applicable Bonds in the manner contemplated by the Remarketing Agreement (including in the event at any time no person is serving as Remarketing Agent for any Bonds), the Borrower will take all appropriate action available to the Borrower to remedy such failure;

(v) not substitute another letter of credit for any Bond LC unless prior to or simultaneously with such substitution, there shall be repaid to the Lenders in full in cash all amounts owing hereunder with respect to such Bond LC and such Bond LC shall be cancelled;

(vi) maintain in place a Remarketing Agent in respect of each series of Bonds covered by a Bond LC in accordance with the provisions of the applicable Indenture. Without the prior written approval of the Majority Lenders (which approval shall not be unreasonably withheld), the Borrower will not appoint or permit or suffer to be appointed any successor Remarketing Agent;

(vii) use its reasonable best efforts to cause the Trustee, upon redemption or defeasance of all of a series of Bonds covered by a Bond LC pursuant to any Indenture, to

surrender the Bond LC issued in respect of such Bonds to the applicable LC Issuer for cancellation; and

(viii) cause all Bonds covered by a Bond LC which it acquires, or which it has had acquired for its account, to be registered forthwith in accordance with the applicable Indenture in the name of the Borrower or its nominee (the name of any such nominee to be disclosed to the Trustee and the Administrative Agent).

(b) Reporting Requirements. Furnish to the Lenders:

(i) a copy of any notice, certification, demand or other writing or communication given by the Issuer to the Borrower or by the Borrower to the Issuer under or in connection with a series of Bonds covered by a Bond LC or any of the Operative Documents with respect to such series of Bonds, in each case promptly after the receipt or giving of the same; and

(ii) promptly upon becoming aware thereof, notice of the failure by any Remarketing Agent or Trustee to perform any of its material obligations under the Remarketing Agreement or the Indenture relating to a series of Bonds covered by a Bond LC and copies of any notification delivered to or received by it with respect to a downgrade, withdrawal or suspension of the rating assigned by either Fitch, Moody's or S&P to a series of Bonds covered by a Bond LC.

SECTION 4.2 Negative Covenants. In addition to the covenants contained in Section 5.02 of the Credit Agreement, the Borrower agrees that so long as any amount payable by the Borrower hereunder remains unpaid, any Bond LC remains outstanding or the Commitments have not been irrevocably terminated, the Borrower will not, without the written consent of the Majority Lenders:

(a) Amendment of Agreements. Amend, modify, waive or terminate, or agree to amend, modify, waive or terminate, any Operative Document relating to a series of Bonds covered by a Bond LC or any term or condition thereunder that would in any way adversely affect the Lenders.

(b) Optional Redemption; Purchase. Permit the Issuer to (i) optionally redeem any Bonds of a series covered by a Bond LC (other than Pledged Bonds related to such series) issued under the applicable Indenture prior to redeeming Pledged Bonds for such series in full or (ii) purchase any Bonds of a series covered by a Bond LC in lieu of redemption..

## ARTICLE V BOND LC EVENTS OF DEFAULT

SECTION 5.1 In addition to the "Events of Default" under the Credit Agreement, the occurrence and continuance of any of the following additional events shall be an "Event of Default":

(a) The Borrower shall fail to pay when due any amount paid by the Administrative Agent, any LC Issuer or any Lender under any Bond LC or any principal of any Tender Advance or shall fail to pay, within three Business Days of the due date thereof, any interest or any fees payable hereunder;

(b) Any representation or warranty made by the Borrower herein, in any Operative Document relating to any Bonds covered by a Bond LC or in any certificate, financial or other statement furnished by the Borrower (or any of its officers) pursuant to the terms of this

Supplement or such Operative Document shall prove to have been incorrect or misleading in any material respect when made;

(c) The Borrower shall fail to perform or observe (i) any term, covenant or agreement contained in Section 4.1(a)(i) or (iii) or Section 4.2 or (ii) any other term, covenant or agreement on its part to be performed or observed contained in this Supplement or in any Operative Document to which it is a party relating to any Bonds covered by a Bond LC if the failure to perform or observe such other term, covenant or agreement shall remain unremedied for 30 days after written notice thereof shall have been given to the Borrower by the Administrative Agent (which notice shall be given by the Administrative Agent at the written request of any Lender);

(d) Any material provision of this Supplement or any Operative Document to which the Borrower is a party relating to any Bonds covered by a Bond LC shall at any time for any reason cease to be valid and binding on the Borrower or any Indenture relating to any Bonds covered by a Bond LC shall cease to be valid and binding on the Trustee and the Issuer, or any of such agreements shall be declared to be null and void, or the validity or enforceability thereof shall be contested by the Borrower or any governmental authority or regulatory body or the Borrower shall deny that it has any or further liability or obligation under this Supplement or any Operative Document to which the Borrower is a party relating to any Bonds covered by a Bond LC;

(e) the Liens created by the Control Agreements or the Pledge Agreement shall cease to create a Lien on the collateral described therein with the priority purported to be created thereby securing the obligations to the Administrative Agent and the Lenders; or

(f) The occurrence of an “event of default” under and as defined in the Indentures or any other Operative Document to which the Borrower is a party relating to any Bonds covered by a Bond LC.

**SECTION 5.2** Remedies Upon an Event of Default. If any Event of Default shall have occurred and be continuing, then, and in any such event, the Administrative Agent may, and upon written instructions from the Majority Lenders, shall, (i) by notice to the Borrower declare all Tender Advances and all interest accrued thereon and all other amounts due hereunder immediately due and payable and, upon such declaration, the same shall become and be immediately due and payable (provided that, upon the occurrence of any Event of Default under Section 6.01(e) of the Credit Agreement, all such amounts shall automatically become and be immediately due and payable) without diligence, presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower, (ii) give written notice to the Trustee as contemplated in the applicable Indenture that an Event of Default has occurred with directions for either a mandatory tender or acceleration of all Bonds covered by a Bond LC currently outstanding, (iii) by notice sent to the Borrower, require the immediate deposit of cash collateral in an amount equal to the Maximum Credit Amount for all Bond LCs and all unpaid Tender Advances, and the same shall thereupon become and be immediately due and payable by the Borrower; provided, however, that the Administrative Agent shall cause such cash collateral to be deposited in a separate account which shall not be debited to make any payment directly to a beneficiary of a Bond LC pursuant to a draw by such beneficiary under such Bond LC, and (iv) pursue all remedies available to it at law, by contract, at equity or otherwise, including all remedies under the Pledge Agreement and the Control Agreements. The Borrower hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Lenders and any LC Issuer, a security interest in all of the Borrower’s right, title and interest in and to all funds which may from time to time be on deposit in such cash

collateral account to secure the prompt and complete payment and performance of the Borrower's obligations hereunder (including, without limitation, any and all Bond LC Reimbursement Obligations and any other amounts as shall become due and payable by the Borrower to the Lenders or any LC Issuer under this Agreement, the Pledge Agreement or any Control Agreement), and the Administrative Agent may at any time or from time to time after funds are deposited in the such cash collateral account, apply such funds to the payment of any such obligations. All funds on deposit in any cash collateral account shall be invested as required in any tax exemption or arbitrage certificate and agreement among the Borrower, the Issuer and the Trustee applicable to each series of Bonds covered by a Bond LC (each, a "Tax Agreement"), with respect to the investment of Gross Proceeds (as defined in the applicable Tax Agreement).

## ARTICLE VI BOND LC MISCELLANEOUS

SECTION 6.1 Amendments Relating to Bond LCs. In furtherance of the amendment provisions in Section 8.01 of the Credit Agreement, no amendment, waiver or consent shall, unless in writing and signed by all Lenders, do any of the following: (a) waive any of the conditions specified in Section 2.2, (b) release any of the Pledged Bonds except upon reimbursement for the drawings related to such Pledged Bonds or as otherwise provided in this Supplement or the Pledge Agreement or (c) amend, waive, supplement or otherwise modify this Section 6.1.

## ARTICLE VII BOND LC ADDITIONAL DEFINITIONS

Each of the following terms shall have the meaning set forth below (each such meaning to be equally applicable to both the singular and plural forms of the term defined):

"Bond LC" means, with respect to a series of Bonds, each direct pay letter of credit issued hereunder in connection with such Bonds, in each case as amended or otherwise modified, and "Bond LCs" means all of them collectively.

"Bond LC Fee Letter" means a fee letter, if any, entered into between the Borrower and an LC Issuer in respect of the issuance of Bonds LCs.

"Bond LC Obligations" means, at any time, the sum, without duplication, of (a) the aggregate Maximum Credit Amount under all Bond LCs outstanding at such time, plus (b) the aggregate unpaid amount at such time of all Bond LC Reimbursement Obligations.

"Bond LC Reimbursement Obligations" means the obligations of the Borrower pursuant to Sections 1.1.6 and 1.1.9 of this Supplement and Sections 2.05 and 2.16 of the Credit Agreement with respect to each drawing under a Bond LC and each Tender Advance.

"Bonds" means, collectively, the \$190,830,000 aggregate principal amount of Pollution Control Revenue Refunding Bonds (Commonwealth Edison Company Project) issued through the Issuer, consisting of: \$50,000,000 Pollution Control Revenue Refunding Bonds (Commonwealth Edison Company Project) Series 2008D, \$49,830,000 Pollution Control Revenue Refunding Bonds (Commonwealth Edison Company Project) Series 2008E and \$91,000,000 Pollution Control Revenue Refunding Bonds (Commonwealth Edison Company Project) Series 2008F (including any bonds issued through the Issuer to refund any such bonds).

"Control Agreements" means, collectively, the Securities Account Control Agreements by and among the Borrower, the Administrative Agent and the Trustee, as securities intermediary; and "Control

Agreement” means any of the foregoing as the context may require.

“Date of Issuance” means, with respect to each Bond LC for any Bonds, the date on which such Bond LC is issued.

“First Mortgage Bonds” means, collectively, one or more First Mortgage Bonds issued by the Borrower pursuant to a Loan Agreement for a series of Bonds covered by a Bond LC, which has been assigned to, and registered in the name of, the Trustee under the Indenture for such series of Bonds as collateral security for the payment of such series of Bonds; and “First Mortgage Bond” means any of the foregoing as the context may require.

“Indentures” means, collectively, the Bond Indentures between the Issuer and the Trustee, with respect to the Bonds covered by a Bond LC, in each case as amended, restated, supplemented or otherwise modified; and “Indenture” means any of the foregoing as the context may require.

“Issuer” means the Illinois Finance Authority, or any successor authority.

“Liquidity Drawing” shall have the meaning assigned to that term in the Bond LC.

“Loan Agreements” means, collectively, the Loan Agreements between the Issuer and the Borrower, with respect to the Bonds covered by a Bond LC; and “Loan Agreement” means any of the foregoing as the context may require.

“Maximum Credit Amount” means, in respect of the Bond LCs, the aggregate Stated Amount (as defined in the Bond LCs) of all such Bond LCs in effect at any time.

“Mortgage Trustees” means BNY Mellon Trust Company of Illinois (as successor to Harris Trust and Savings Bank) and D.G. Donovan, and any other successors thereto, as trustees under the Mortgage.

“Mortgaged Property” means all real and personal property of the Borrower from time to time subject to the lien of the Mortgage.

“Official Statement” means, with respect to a series of Bonds, the Official Statement executed in connection with such series of Bonds at the time of issuance thereof, as amended or supplemented, together with the documents incorporated therein by reference.

“Operative Documents” means, with respect to a series of Bonds, such Bonds and the related Indenture, the Supplemental Indenture (including the Mortgage), the First Mortgage Bond, the Loan Agreement, the Pledge Agreement, the Control Agreement, the Remarketing Agreement and each other operative document or instrument delivered in connection with the issuance, sale and securing of such series of Bonds.

“Pledge Agreement” means the Pledge Agreement dated as of May 9, 2008 between the Borrower and the Administrative Agent.

“Pledged Bonds” has the meaning assigned to that term in the Pledge Agreement.

“Remarketing Agent” means the Person appointed as the remarketing agent pursuant to the applicable Remarketing Agreement.

“Remarketing Agreements” means, collectively, the Remarketing Agreements executed by the

Borrower and the Remarketing Agents with respect to the Bonds covered by a Bond LC; and “Remarketing Agreement” means any of the foregoing as the context may require.

“Supplemental Indenture” means, with respect to a series of Bonds, the Supplemental Indenture which supplements the Mortgage to provide for the creation and issuance of the First Mortgage Bond securing such series of Bonds;

“Tender Advance” has the meaning assigned to that term in Section 1.1.6.

“Tender Agent” means, with respect to a series of Bonds, the tender agent at the time serving as such under the Indenture for such series of Bonds.

“Tender Draft” means a Liquidity Drawing under a Bond LC to pay the purchase price of a series of Bonds delivered or deemed delivered to the Trustee, the Tender Agent or the Remarketing Agent pursuant to the Indenture for such series and not remarketed by the Remarketing Agent for such series of Bonds on the date such Bonds are to be purchased.

“Trustee” means the trustee under the Indenture for a series of Bonds, which as of the date of this Agreement is The Bank of New York Mellon Trust Company, N.A.

#### ARTICLE VIII            INCORPORATION INTO CREDIT AGREEMENT

All representations and warranties made under Article III of this Supplement shall be deemed to be representations and warranties made under Section 4.01 of the Credit Agreement and vice versa. All covenants made under Article IV of this Supplement shall be deemed to be covenants made under Article V of the Credit Agreement and vice versa. All Events of Default under Section 5.1 shall be deemed to be Events of Default under Section 6.01 of the Credit Agreement and vice versa.

EXHIBIT A

Form of Bond LC

**IRREVOCABLE DIRECT PAY LETTER OF CREDIT**

\_\_\_\_\_, 2008

\*\*U.S.\$\_\_\_\_\_\*\*

Letter of Credit No. \_\_\_\_\_

The Bank of New York Mellon Trust Company,  
N.A.,  
as trustee  
2 North LaSalle Street  
Suite 1020  
Chicago, Illinois 60602  
Attention: Municipal Department

Ladies and Gentlemen:

At the request of Commonwealth Edison Company, a corporation duly organized, validly existing and in good standing under the laws of the State of Illinois (the "Company"), JPMorgan Chase Bank, N.A. (the "Bank") hereby establishes in favor of The Bank of New York Mellon Trust Company, N.A., as Trustee and Tender Agent (collectively, the "Bond Trustee") acting for the benefit of the holders of the Pollution Control Revenue Refunding Bonds (Commonwealth Edison Company Project), Series 2008[\_\_\_] originally issued in the principal amount of \$\_\_\_\_\_ (the "Bonds"), pursuant to the Bond Indenture dated as of \_\_\_\_\_, 2008 between the Illinois Finance Authority, a body politic and corporate of the State of Illinois (the "Issuer") and the Bond Trustee (as amended and supplemented from time to time in accordance with the terms thereof, being referred to herein as the "Bond Indenture"), this Irrevocable Direct Pay Letter of Credit (this "Letter of Credit") pursuant to a Credit Agreement dated as of \_\_\_\_\_, 2010 (as amended, restated or otherwise modified from time to time, the "Credit Agreement"), by and among the Company, the Bank, the other financial institutions party thereto and JPMorgan Chase Bank, N.A., as administrative agent (the "Administrative Agent").

The Bank hereby irrevocably authorizes the Bond Trustee to draw on the Bank from time to time, from and after the date hereof to and including the earliest to occur of the following (the date of the earliest of such events described below to occur shall be the "Expiration Date"):

(i) the Bank's close of business on \_\_\_\_\_, 2009 (the "Scheduled Expiration Date"), or

(ii) the Bank's close of business on either (A) the date which is five Business Days (as hereinafter defined) following the conversion of all the Bonds to an Indexed Rate, a Term Rate, a Commercial Paper Rate or a Fixed Rate (as each such term is defined in the Bond Indenture) as such date is specified in a certificate in the form of Exhibit A hereto (the "Conversion Date"), or (B) if the Bank has honored the drawing relating to such conversion and the Letter of Credit is earlier returned by the Bond

Trustee to the Bank for cancellation in accordance with the Bond Indenture in connection with such conversion, then the date of such return, or

(iii) the Bank's close of business on the date which is (A) five (5) Business Days following receipt from the Bond Trustee of a certificate in the form set forth as Exhibit B hereto, or (B) if the Bank has honored the drawing relating to the event described in such certificate and if the event described in such certificate is an event in connection with which, in accordance with the Bond Indenture, the Letter of Credit is earlier returned by the Bond Trustee to the Bank for cancellation, then the date of such return, accompanied by receipt from the Bond Trustee of such certificate, or

(iv) the date on which an Acceleration Drawing is honored by the Bank, or

(v) the Bank's close of business on the date which is ten (10) calendar days after your receipt of written notice from us in the form set forth as Exhibit L hereto specifying the occurrence of an Event of Default under the Credit Agreement,

a maximum aggregate amount not exceeding [\_\_\_\_\_] DOLLARS AND 00/100 (U.S. \$[\_\_\_\_\_] (the "Original Stated Amount"; with such Original Stated Amount, and each amount to which the same may be permanently reduced in accordance herewith, being the "Stated Amount") to pay principal of and accrued interest on, or the purchase price of, the \$[\_\_\_\_\_] outstanding principal amount of Pollution Control Revenue Refunding Bonds (Commonwealth Edison Company Project), Series 2008[\_\_\_] (the "Bonds"), which Bonds were issued pursuant to the Bond Indenture, in accordance with the terms hereof (said U.S. \$[\_\_\_\_\_] having been initially calculated to be equal to U.S. \$[\_\_\_\_\_] the principal amount of the Bonds outstanding as of the date hereof, plus U.S. \$[\_\_\_\_\_] which is fifty-three (53) days' accrued interest on said principal amount of the Bonds calculated at an interest rate of twelve percent (12%) per annum calculated on the basis of actual days elapsed in a year of three hundred sixty five (365) days).

Payments hereunder are available against the following documents (the "Payment Documents") presented to the Bank at 300 South Riverside Plaza, Standby Letter of Credit Unit, Mail Code IL1-0236, Chicago, IL 60606-0236 as aforesaid, by Tested Telex (at: ITT420120 CMBUI), or by authenticated SWIFT (at: CHASUS33) or by telecopier (at telecopier number (312) 954-6163 or alternately to (312) 954-3140), Attention: Standby Service Unit, without further need of documentation, including the original of this Letter of Credit, it being understood that each Payment Document so submitted is to be the sole operative instrument of drawing. You shall use your best efforts to give telephonic notice of a drawing to the Bank at its Chicago, IL Standby Service Unit, (at: (312) 954-1922 or alternately to 1-800-634-1969, Option 1) on the Business Day preceding the day of such drawing (but such notice shall not be a condition to drawing hereunder and you shall have no liability for not doing so) (or such other office or offices or number or numbers as we may from time to time specify to you in writing):

(i) a certificate in the form attached as Exhibit C hereto to pay accrued interest on the Bonds as provided for under Section 5.02 of the Bond Indenture (an "Interest Drawing"),

(ii) a certificate in the form attached as Exhibit D hereto to pay the principal amount of and, in the event the redemption date (or date of purchase in lieu of redemption) does not coincide with the regularly scheduled interest payment date for the Bonds, accrued interest on the

Bonds in respect of any redemption (or purchase in lieu of redemption as provided for in Section 4.01(D) of the Bond Indenture) of the Bonds as provided for in Section 5.04 of the Bond Indenture (a “Redemption Drawing”),

(iii) a certificate in the form attached as Exhibit E hereto, to pay the tender price of Bonds for which you have received a notice from the Remarketing Agent of a nonremarketing, or for which you have not timely received actual remarketing proceeds on the Purchase Date or Mandatory Purchase Date (as such terms are defined in the Bond Indenture), as the case may be, as provided for in Section 4.12(C)(4) of the Bond Indenture (a “Liquidity Drawing”),

(iv) a certificate in the form attached as Exhibit F hereto, to pay the principal of and accrued interest in respect of any Bonds the payment of which has been accelerated pursuant to Section 7.02 of the Bond Indenture (an “Acceleration Drawing”), or

(v) a certificate in the form attached as Exhibit G hereto to pay the principal amount of the Bonds on the date specified in such Bonds as the date on which the principal of such Bonds is due and payable as provided for under Section 5.03 of the Bond Indenture (a “Stated Maturity Drawing”);

each such certificate to state therein that it is given by your duly authorized officer and dated the date such certificate is presented hereunder.

No drawings shall be made under this Letter of Credit for the purpose of making payments on Pledged Bonds (as such term is defined in the Credit Agreement) or Bonds bearing interest at an Indexed Rate, a Term Rate, a Commercial Paper Rate or a Fixed Rate (as each such term is defined in the Bond Indenture).

The aforesaid certificates shall have all blanks appropriately filled in and shall be signed by an authorized signatory of the Bond Trustee and the aforesaid certificates shall be either in the form of a letter on the letterhead of the Bond Trustee or a communication by telecopy delivered or transmitted to the Bank.

The Bank hereby agrees with the Bond Trustee that all demands for payment made under and in strict conformity with the terms of this Letter of Credit will be duly honored upon delivery of transmission of the appropriate drawing certificate or certificates as specified herein and if presented at the aforesaid office on or before the expiration or termination date hereof. If a demand for payment is made hereunder at or prior to 11:00 a.m. (or, in the case of a Liquidity Drawing in respect of Bonds in a Daily Mode, 12:00 noon), New York City time, on a business day, and provided that such demand for payment conforms to the terms and conditions hereof, payment shall be made on the amount specified in immediately available funds, no later than 2:00 p.m., New York City time, on the same business day. If such demand for payment is made hereunder after 11:00 a.m. (or, in the case of a Liquidity Drawing in respect of Bonds in a Daily Mode, 12:00 noon), New York City time, on a business day, and provided that such demand for payment conforms to the terms and conditions hereof, payment shall be made of the amount specified in immediately available funds, no later than 12:00 noon, New York City time on the next succeeding business day. Payment under this Letter of Credit shall be made by wire transfer of

immediately available funds to the Bond Trustee, The Bank of New York, ABA 021000018, Acct. No. 111-565, Further Credit: TAS 109658, Ref: IFA ComEd08F, telephone number: (312) 827-8529, telecopier number: (312) 827-8522, Attention: Daniel Marroquin. Such account, telephone number and telecopier number may be changed only by presentation to the Bank of a letter in form satisfactory to the Bank specifying a different account, telephone number or telecopier number, as the case may be, of the Bond Trustee and executed by the Bond Trustee. If a demand for payment is not effected in conformity with this Letter of Credit, the Bank shall notify the Bond Trustee to that effect by telecopy, with telephone confirmation to such telephone numbers designated by the Bond Trustee to the Bank, and the Bond Trustee may attempt to correct any such nonconforming demand for payment to the extent that the Bond Trustee is entitled to do so. As used in this Letter of Credit, "business day" shall mean any day which is not (i) a Saturday or Sunday, (ii) any day on which commercial banks located in the city or cities in which the designated corporate trust office of the Bond Trustee, the principal office of the Remarketing Agent (as defined in the Bond Indenture) or the office of the Bank at which demands for draws on this Letter of Credit are authorized by law to close and are closed or (iii) any day on which The New York Stock Exchange is closed.

The "Stated Amount" of this Letter of Credit shall be automatically and permanently reduced from time to time as of the next business day following the date of our receipt of a certificate of the Bond Trustee in the form of Exhibit H hereto (appropriately completed) to the amount specified in such certificate as the amount to which the Stated Amount is to be so reduced. Also, upon receipt by the Bank of a Certificate of the Bond Trustee in the form of Exhibit D to the Letter of Credit in connection with a Redemption Drawing, the Bank will automatically and permanently reduce the Stated Amount by the amount (if any) specified in such certificate as a decline in the amount of necessary excess interest coverage resulting from the partial redemption of Bonds effected through such Redemption Drawing (and taking into account the non-reinstatement, as described in the next succeeding paragraph, of that portion of any Interest Drawing which may have been effected to pay interest on Bonds being redeemed through such Redemption Drawing). Upon any such permanent reduction of the Stated Amount of this Letter of Credit, the Bank may deliver to the Bond Trustee a substitute letter of credit in exchange for this Letter of Credit or an amendment to this Letter of Credit in the form of Exhibit I hereto (appropriately completed) to reflect any such reduction. If the Bank delivers to the Bond Trustee such a substitute letter of credit, the Bond Trustee shall simultaneously surrender to the Bank for cancellation the Letter of Credit then in its possession.

The amount available to be drawn hereunder at any particular time (the "Available Amount" of this Letter of Credit) shall be the Stated Amount from time to time (i) less the amount of all reductions (as provided for below) pursuant to Interest, Redemption, Liquidity, Acceleration or Stated Maturity Drawings occurring since the later of the date hereof and the effective date of the last reduction in the Stated Amount, and (ii) plus the amount of all reinstatements as below provided, likewise occurring since the later of the date hereof and the effective date of the last reduction in the Stated Amount.

The Available Amount of this Letter of Credit will be reduced automatically by the amount of any drawing hereunder; provided, however, that the amount of any Interest Drawing hereunder shall be automatically reinstated effective the opening of business on the eleventh (11th) calendar day after the date the Bank honors such drawing, unless the Bond Trustee shall have received written notice from the Bank (which notice may be by facsimile transmission) within ten (10) calendar days after the date the Bank honors such drawing that an Event of Default has occurred under the Credit Agreement and directing either an acceleration of the maturity of the Bonds or a mandatory tender of the Bonds; and provided further, however, that the portion of any Interest Drawing (as indicated on the related certificate in the form of Exhibit C) made to pay interest on Bonds being concurrently redeemed through a Redemption Drawing shall not be so reinstated. Also, to the extent the Available Amount is reduced as

contemplated in the preceding sentence due to payment by the Bank of a Liquidity Drawing, the Available Amount will be automatically reinstated, upon receipt by the Bank of Exhibit M, concurrently with the receipt by the Bank, or the Bond Trustee on behalf of the Bank, of the purchase price of Bonds (or portions thereof) previously purchased with the proceeds of a Liquidity Drawing, and which have been remarketed pursuant to the Bond Indenture, such reinstatement to be in an amount equal to the Original Purchase Price of such Bonds (or portions thereof) as have been remarketed. "Original Purchase Price" shall mean the principal amount of any Bond purchased with the proceeds of a Liquidity Drawing plus the amount of accrued interest thereon paid upon the purchase of such Bond with the proceeds of any such drawing.

Prior to the Expiration Date, the Bank may (but is not obligated to) extend the Scheduled Expiration Date from time to time at the request of the Company by delivering to the Bond Trustee an amendment to this Letter of Credit in the form of Exhibit K hereto designating the date to which the Scheduled Expiration Date is being extended. Each reference to the Scheduled Expiration Date herein and in any other document shall be deemed to be references to the date designated as the new Scheduled Expiration Date in such notice. Any date to which the Scheduled Expiration Date has been extended as herein provided may itself be extended in a like manner.

Upon the Expiration Date this Letter of Credit shall automatically terminate, and the Bond Trustee agrees to promptly deliver the same to the Bank for cancellation.

This Letter of Credit is transferable in whole only to any successor as Bond Trustee and may not be transferred under any other circumstances. Any such transfer (including any successive transfer) shall be effective upon receipt by the Bank of a signed copy of the instrument effecting each such transfer signed by the transferor and by the transferee in the form of Exhibit J hereto (which shall be conclusive evidence of such transfer), and, in such case, the transferee instead of the transferor shall, without the necessity of further action, be entitled to all the benefits of and rights under this Letter of Credit in the transferor's place; provided that, in such case, any certificates of the Bond Trustee to be provided hereunder shall be signed by one who states therein that he is a duly authorized officer or agent of the transferee.

This Letter of Credit may not be transferred to any person with which U.S. persons are prohibited from doing business under U.S. Foreign Assets Control Regulations or other applicable U.S. laws and regulations.

Communications with respect to this Letter of Credit shall be addressed to us at the address of the Bank above, specifically referring to the number of this Letter of Credit (or such other address, person or department as we may from time to time specify to you in writing).

This Letter of Credit is issued subject to the International Standby Practices 1998 ("ISP98"). This Letter of Credit shall be deemed to be issued under the laws of the State of Illinois and shall, as to matters not governed by ISP98, be governed by and construed in accordance with the laws of such State.

All payments made by the Bank hereunder shall be made from its own funds; in no event shall such payment be made with funds obtained from the Company.

This Letter of Credit sets forth in full the terms of the Bank's undertaking, and such undertaking shall not in any way be modified or amended by reference to any other document whatsoever.

JPMORGAN CHASE BANK, N.A.

By: \_\_\_\_\_  
Title:

EXHIBIT A  
to  
LETTER OF CREDIT

\_\_\_\_\_,  
Letter of Credit No. \_\_\_\_\_

NOTICE OF CONVERSION DATE

JPMorgan Chase Bank, N.A.  
300 South Riverside Plaza  
Mail Code IL1-0236  
Chicago, IL 60606-0236

Attn: Standby Letter of Credit Unit

Reference is hereby made to that certain Letter of Credit No. \_\_\_\_\_ dated \_\_\_\_\_ 20\_\_ (the "Letter of Credit"), which has been established on behalf of Commonwealth Edison Company in favor of The Bank of New York Mellon Trust Company, N.A., as Bond Trustee under the Bond Indenture.

The undersigned hereby certifies and confirms that the Bonds have been converted to a/an [Indexed Rate] [Term Rate] [Commercial Paper Rate] [Fixed Rate]\* on [insert date] and, accordingly, said Letter of Credit shall terminate five business days following such date in accordance with its terms. All defined terms used herein which are not otherwise defined herein shall have the same meaning as in the Letter of Credit.

N.A.,

The Bank of New York Mellon Trust Company,  
as Bond Trustee

By: \_\_\_\_\_  
[Title of Authorized Officer]

cc: JPMorgan Chase Bank, N.A.,  
as Administrative Agent  
1111 Fannin Street, 10th Floor  
Houston, Texas 77002  
Attention: Rebecca Camarena

\_\_\_\_\_  
\*insert appropriate statement



EXHIBIT B  
to  
LETTER OF CREDIT

\_\_\_\_\_,  
Letter of Credit No. \_\_\_\_\_

NOTICE OF TERMINATION

JPMorgan Chase Bank, N.A.  
300 South Riverside Plaza  
Mail Code IL1-0236  
Chicago, IL 60606-0236

Attn: Standby Letter of Credit Unit

Reference is hereby made to that certain Letter of Credit No. \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_ (the "Letter of Credit"), which has been established in our favor, as trustee for the Bonds (as defined in the Letter of Credit).

The undersigned hereby certifies and confirms that [no Bonds (as defined in the Letter of Credit) remain Outstanding within the meaning of the Bond Indenture (as defined in said Letter of Credit)] [all drawings required to be made under the Bond Indenture and available under the Letter of Credit have been made and honored] [a Substitute Credit Facility (as such term is defined in the Bond Indenture) has been delivered to the Bond Trustee to replace the Letter of Credit in accordance with the Bond Indenture and such Substitute Credit Facility is in effect] [the Bond Trustee is required to terminate the Letter of Credit in accordance with the terms of the Bond Indenture]\* and, accordingly, said Letter of Credit shall be terminated in accordance with its terms.

N.A.,

The Bank of New York Mellon Trust Company,  
as Bond Trustee

By: \_\_\_\_\_  
[Title of Authorized Officer]

cc: JPMorgan Chase Bank, N.A.,  
as Administrative Agent  
1111 Fannin Street, 10th Floor  
Houston, Texas 77002  
Attention: Rebecca Camarena

\_\_\_\_\_  
\*insert appropriate statement

EXHIBIT C  
to  
LETTER OF CREDIT

\_\_\_\_\_, \_\_\_\_  
Letter of Credit No. \_\_\_\_\_

INTEREST DRAWING CERTIFICATE

JPMorgan Chase Bank, N.A.  
300 South Riverside Plaza  
Mail Code IL1-0236  
Chicago, IL 60606-0236

Attn: Standby Letter of Credit Unit

The undersigned individual, a duly authorized officer of The Bank of New York Mellon Trust Company, N.A. (the "Beneficiary"), hereby CERTIFIES on behalf of the Beneficiary as follows with respect to (i) that certain Letter of Credit No. \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_ (the "Letter of Credit"), issued by JPMorgan Chase Bank, N.A. in favor of the Beneficiary; (ii) those certain Bonds (as defined in the Letter of Credit); and (iii) that certain Bond Indenture (as defined in the Letter of Credit):

1. The Beneficiary is the Bond Trustee under the Bond Indenture.
2. The Beneficiary is entitled to make this drawing in the amount of \$ \_\_\_\_\_ under the Letter of Credit pursuant to the Bond Indenture with respect to the payment of interest due on all Bonds outstanding on the Interest Payment Date occurring on [insert applicable date] (the "Payment Date") other than Pledged Bonds (as such term is defined in the Credit Agreement) or Bonds bearing interest at an Indexed Rate, a Term Rate, a Commercial Paper Rate or a Fixed Rate (as each such term is defined in the Bond Indenture).
3. The amount of the drawing is equal to the amount required to be drawn by the Beneficiary pursuant to Section 5.02 of the Bond Indenture.
4. The amount of the drawing made by this Certificate was computed in compliance with the terms of the Bond Indenture and, when added to the amount of any other drawing under the Letter of Credit made simultaneously herewith, does not exceed the Available Amount (as defined in the Letter of Credit) of the Letter of Credit as presently in effect.
5. \$ \_\_\_\_ of the amount of the drawing made by this Certificate is to be applied to the payment of interest due on a portion of the outstanding Bonds being redeemed pursuant to a concurrent Redemption Drawing, the redemption date of which coincides with the Interest Payment Date

referred to in paragraph (2) above.\*

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\*To be included in Certificate only if applicable in the circumstances described.

IN WITNESS WHEREOF, this Certificate has been executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

N.A.,

The Bank of New York Mellon Trust Company,  
as Bond Trustee

By: \_\_\_\_\_  
[Title of Authorized Officer]

cc: JPMorgan Chase Bank, N.A.,  
as Administrative Agent  
1111 Fannin Street, 10th Floor  
Houston, Texas 77002  
Attention: Rebecca Camarena

EXHIBIT D  
to  
LETTER OF CREDIT

\_\_\_\_\_, \_\_\_\_  
Letter of Credit No. \_\_\_\_\_

REDEMPTION DRAWING CERTIFICATE

JPMorgan Chase Bank, N.A.  
300 South Riverside Plaza  
Mail Code IL1-0236  
Chicago, IL 60606-0236

Attn: Standby Letter of Credit Unit

The undersigned individual, a duly authorized officer of The Bank of New York Mellon Trust Company, N.A. (the "Beneficiary"), hereby CERTIFIES on behalf of the Beneficiary as follows with respect to (i) that certain Letter of Credit No. \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_ (the "Letter of Credit"), issued by JPMorgan Chase Bank, N.A. in favor of the Beneficiary; (ii) those certain Bonds (as defined in the Letter of Credit); and (iii) that certain Bond Indenture (as defined in the Letter of Credit):

1. The Beneficiary is the Bond Trustee under the Bond Indenture.
2. The Beneficiary is entitled to make this drawing in the amount of \$ \_\_\_\_\_ under the Letter of Credit pursuant to Section 5.04 of the Bond Indenture.
3. (a) The amount of this drawing is equal to (i) the principal amount of Bonds other than Pledged Bonds (as such term is defined in the Credit Agreement) or Bonds bearing interest at an Indexed Rate, a Term Rate, a Commercial Paper Rate or a Fixed Rate (as each such term is defined in the Bond Indenture) to be redeemed (or purchased in lieu of redemption as provided for in Section 4.01(D) of the Bond Indenture) by or on behalf of the Company pursuant to Section 4.01 of the Bond Indenture on [insert applicable date] (the "Redemption Date"), plus (ii) in the event such date does not coincide with a regularly scheduled Interest Payment Date, interest accrued on such Bonds from the immediately preceding Interest Payment Date (as defined in the Bond Indenture) to the Redemption Date.
  - (b) Of the amount stated in paragraph 2 above:
    - (i) \$ \_\_\_\_\_ is demanded in respect of the principal amount of the Bonds referred to in subparagraph (a) above; and
    - (ii) \$ \_\_\_\_\_ is demanded in respect of accrued interest on such Bonds.
4. The amount of the drawing made by this Certificate was computed in compliance with the terms and conditions of the Bond Indenture and, when added to the amount of any other drawing under the Letter of Credit made simultaneously herewith, does not exceed the Available Amount of the Letter of Credit.

5. The Bank is hereby instructed following the honor of this drawing, and in accordance with the terms of the Letter of Credit, to permanently reduce the amount otherwise available for drawing under the Letter of Credit by \$\_\_\_\_\_ [insert applicable amount] which amount represents the amount of excess interest coverage under the Letter of Credit (computed in respect of the outstanding principal amount of the Bonds at an assumed interest rate of \_\_\_ percent (\_\_\_%) per annum for a period of \_\_\_ days) no longer necessary as a result of the redemption (or purchase in lieu of redemption) of Bonds with the proceeds of the drawing made by this Certificate, and, if applicable, taking into account any permanent reduction in the Available Amount occasioned by the payment of accrued interest on such redeemed (or purchased in lieu of redemption) Bonds through an Interest Drawing (as defined in the Letter of Credit) and not through the drawing effected by this Certificate.

IN WITNESS WHEREOF, this Certificate has been executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

N.A.,

The Bank of New York Mellon Trust Company,  
as Bond Trustee

By: \_\_\_\_\_  
[Title of Authorized Officer]

cc: JPMorgan Chase Bank, N.A.,  
as Administrative Agent  
1111 Fannin Street, 10th Floor  
Houston, Texas 77002  
Attention: Rebecca Camarena

EXHIBIT E  
to  
LETTER OF CREDIT

\_\_\_\_\_, \_\_\_\_  
Letter of Credit No. \_\_\_\_\_

LIQUIDITY DRAWING CERTIFICATE

JPMorgan Chase Bank, N.A.  
300 South Riverside Plaza  
Mail Code IL1-0236  
Chicago, IL 60606-0236

Attn: Standby Letter of Credit Unit

The undersigned individual, a duly authorized officer of The Bank of New York Mellon Trust Company, N.A. (the "Beneficiary"), hereby CERTIFIES on behalf of the Beneficiary as follows with respect to (i) that certain Letter of Credit No. \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_ (the "Letter of Credit"), issued by JPMorgan Chase Bank, N.A. in favor of the Beneficiary; (ii) those certain Bonds (as defined in the Letter of Credit); and (iii) that certain Bond Indenture (as defined in the Letter of Credit):

1. The Beneficiary is the Bond Trustee under the Bond Indenture.
2. The Beneficiary is entitled to make this drawing under the Letter of Credit in the amount of \$\_\_\_\_\_ with respect to Bonds tendered pursuant to Section [4.06][4.08][4.10]\* of the Bond Indenture, [which the Beneficiary has been informed were not remarketed][remarketing proceeds for which were not timely received by the Bond Trustee]\*\*on [insert applicable date] (the "Purchase Date").
3. (a) The amount of the drawing is equal to (i) the principal amount of Bonds, other than Pledged Bonds (as defined in the Credit Agreement) or Bonds bearing interest at an Indexed Rate, a Commercial Paper Rate, a Term Rate or a Fixed Rate (as each such term is defined in the Bond Indenture), for which [the Bond Trustee has received a notice from the Remarketing Agent of a nonremarketing][the Bond Trustee has not timely received actual remarketing proceeds on the Purchase Date]\*\*\*as provided for in Section 4.12(C)(4) of the Bond Indenture, plus (ii) interest on such Bonds accrued from the immediately preceding Interest Payment Date to the Purchase Date.

(b) Of the amount stated in paragraph (2) above:

(i) \$\_\_\_\_\_ is demanded in respect of the principal portion of the purchase price of the Bonds referred to in subparagraph (2) above; and

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\* insert appropriate section

\*\*insert appropriate statement

\*\*\*insert appropriate statement

(ii) \$\_\_\_\_\_ is demanded in respect of payment of the interest portion of the purchase price of such Bonds.

4. The amount of the drawing made by this Certificate was computed in compliance with the terms and conditions of the Bond Indenture and, when added to the amount of any other drawing under the Letter of Credit made simultaneously herewith, does not exceed the Available Amount of the Letter of Credit as presently in effect.

5. The Beneficiary will register or cause to be registered in the name of the Company, but with the Administrative Agent registered as pledgee, upon payment of the amount drawn hereunder, Bonds in the principal amount of the Bonds being purchased with the amounts drawn hereunder and will deliver such Bonds to the Bond Trustee; provided, however, if The Depository Trust Company or its nominee, or a similar securities depository, is the registered owner of all Bonds, the Beneficiary acknowledges that it will cause the security interest of the Administrative Agent to be recorded by such depository on its books or, if the Beneficiary is a participant with respect to such depository, on its own books.

IN WITNESS WHEREOF, this Certificate has been executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

N.A.,

The Bank of New York Mellon Trust Company,  
as Bond Trustee

By: \_\_\_\_\_  
[Title of Authorized Officer]

cc: JPMorgan Chase Bank, N.A.,  
as Administrative Agent  
1111 Fannin Street, 10th Floor  
Houston, Texas 77002  
Attention: Rebecca Camarena

EXHIBIT F  
to  
LETTER OF CREDIT

\_\_\_\_\_, \_\_\_\_  
Letter of Credit No. \_\_\_\_\_

ACCELERATION DRAWING CERTIFICATE

JPMorgan Chase Bank, N.A.  
300 South Riverside Plaza  
Mail Code IL1-0236  
Chicago, IL 60606-0236

Attn: Standby Letter of Credit Unit

The undersigned individual, a duly authorized officer of The Bank of New York Mellon Trust Company, N.A. (the "Beneficiary"), hereby CERTIFIES on behalf of the Beneficiary as follows with respect to (i) that certain Letter of Credit No. \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_ (the "Letter of Credit"), issued by JPMorgan Chase Bank, N.A. in favor of the Beneficiary; (ii) those certain Bonds (as defined in the Letter of Credit); and (iii) that certain Bond Indenture (as defined in the Letter of Credit):

1. The Beneficiary is the Bond Trustee under the Bond Indenture.
2. An Event of Default has occurred under subsection [insert subsection] of Section 7.01 of the Bond Indenture, and the Bond Trustee has declared the principal of and accrued interest on all Bonds then outstanding immediately due and payable. The Beneficiary is entitled to make this drawing in the amount of \$\_\_\_\_\_ under the Letter of Credit pursuant to Section 7.02 of the Bond Indenture.
  3. (a) The amount of this drawing is equal to (i) the principal amount of Bonds, other than Pledged Bonds (as such term is defined in the Credit Agreement) or Bonds bearing interest at an Indexed Rate, a Term Rate, a Commercial Paper Rate or a Fixed Rate (as each such term is defined in the Bond Indenture), outstanding on [insert date of acceleration] (the "Acceleration Date") plus (ii) interest on such Bonds accrued from the immediately preceding Interest Payment Date to the Acceleration Date.
    - (b) Of the amount stated in paragraph 2 above:
      - (i) \$\_\_\_\_\_ is demanded in respect of the principal of the Bonds referred to in subparagraph (a) above; and
      - (ii) \$\_\_\_\_\_ is demanded in respect of accrued interest on such Bonds.
  4. The amount of the drawing made by this Certificate was computed in compliance with the terms and conditions of the Bond Indenture and does not exceed the Available Amount of the Letter of Credit.

IN WITNESS WHEREOF, this Certificate has been executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

N.A.,

The Bank of New York Mellon Trust Company,  
as Bond Trustee

By: \_\_\_\_\_  
[Title of Authorized Officer]

cc: JPMorgan Chase Bank, N.A.,  
as Administrative Agent  
1111 Fannin Street, 10th Floor  
Houston, Texas 77002  
Attention: Rebecca Camarena

EXHIBIT G  
to  
LETTER OF CREDIT

\_\_\_\_\_, \_\_\_\_  
Letter of Credit No. \_\_\_\_\_

STATED MATURITY DRAWING CERTIFICATE

JPMorgan Chase Bank, N.A.  
300 South Riverside Plaza  
Mail Code IL1-0236  
Chicago, IL 60606-0236

Attn: Standby Letter of Credit Unit

The undersigned individual, a duly authorized officer of The Bank of New York Mellon Trust Company, N.A. (the “Beneficiary”), hereby CERTIFIES on behalf of the Beneficiary as follows with respect to (i) that certain Letter of Credit No. \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_ (the “Letter of Credit”), issued by JPMorgan Chase Bank, N.A. in favor of the Beneficiary; (ii) those certain Bonds (as defined in the Letter of Credit); and (iii) that certain Bond Indenture (as defined in the Letter of Credit):

1. The Beneficiary is the Bond Trustee under the Bond Indenture.
2. The Beneficiary is entitled to make this drawing in the amount of \$\_\_\_\_\_ under the Letter of Credit pursuant to Section 5.03 of the Bond Indenture. The amount of this drawing is equal to the principal amount of Bonds with a Maturity Date (as such term is defined in the Letter of Credit) on [insert date], other than Pledged Bonds (as defined in the Credit Agreement) or Bonds bearing interest at an Indexed Rate, a Term Rate, a Commercial Paper Rate or a Fixed Rate (as each such term is defined in the Bond Indenture).
3. The amount of this drawing made by this Certificate was computed in compliance with the terms and conditions of the Bond Indenture and, when added to the amount of any other drawing under the Letter of Credit made simultaneously herewith, does not exceed the Available Amount of the Letter of Credit.

IN WITNESS WHEREOF, this Certificate has been executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

N.A.,

The Bank of New York Mellon Trust Company,  
as Bond Trustee

By: \_\_\_\_\_  
[Title of Authorized Officer]

cc: JPMorgan Chase Bank, N.A.,  
as Administrative Agent  
1111 Fannin Street, 10th Floor  
Houston, Texas 77002  
Attention: Rebecca Camarena

EXHIBIT H  
to  
LETTER OF CREDIT

\_\_\_\_\_, \_\_\_\_  
Letter of Credit No. \_\_\_\_\_

REDUCTION CERTIFICATE

JPMorgan Chase Bank, N.A.  
300 South Riverside Plaza  
Mail Code IL1-0236  
Chicago, IL 60606-0236

Attn: Standby Letter of Credit Unit

The undersigned individual, a duly authorized officer of The Bank of New York Mellon Trust Company, N.A. (the "Beneficiary"), hereby CERTIFIES on behalf of the Beneficiary as follows with respect to (i) that certain Letter of Credit No. \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_ (the "Letter of Credit"), issued by JPMorgan Chase Bank, N.A. (the "Bank") in favor of the Beneficiary; (ii) those certain Bonds (as defined in the Letter of Credit); and (iii) that certain Bond Indenture (as defined in the Letter of Credit):

1. The Beneficiary is the Bond Trustee under the Bond Indenture.
2. Upon receipt by the Bank of this Certificate, the Stated Amount (as defined in the Letter of Credit) shall be reduced by \$\_\_\_\_\_, and the Stated Amount shall thereupon equal \$\_\_\_\_\_, all in accordance with the provisions of the Bond Indenture.

IN WITNESS WHEREOF, this Certificate has been executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

N.A.,

The Bank of New York Mellon Trust Company,  
as Bond Trustee

By: \_\_\_\_\_  
[Title of Authorized Officer]

cc: JPMorgan Chase Bank, N.A.,  
as Administrative Agent  
1111 Fannin Street, 10th Floor  
Houston, Texas 77002  
Attention: Rebecca Camarena

EXHIBIT I  
to  
LETTER OF CREDIT

\_\_\_\_\_, \_\_\_\_  
Letter of Credit No. \_\_\_\_\_

NOTICE OF AMENDMENT

The Bank of New York Mellon Trust Company, N.A.  
2 North LaSalle Street  
Suite 1020  
Chicago, Illinois 60602  
Attention: Municipal Department

Dear Sirs:

Reference is hereby made to that certain Letter of Credit No. \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_ (the "Letter of Credit"), established by us in your favor as Beneficiary. We hereby notify you that, in accordance with the terms of the Letter of Credit and that certain Letter of Credit and Credit Agreement dated as of \_\_\_\_\_, 2010, as amended, restated, supplemented or otherwise modified, by and among Commonwealth Edison Company, us, the other financial institutions party thereto and JPMorgan Chase Bank, N.A., as administrative agent, the Stated Amount of the Letter of Credit has been reduced to \$\_\_\_\_\_.

This letter should be attached to the Letter of Credit and made a part thereof.

JPMORGAN CHASE BANK, N.A.

By: \_\_\_\_\_  
[Title of Authorized Officer]

cc: JPMorgan Chase Bank, N.A.,  
as Administrative Agent  
1111 Fannin Street, 10th Floor  
Houston, Texas 77002  
Attention: Rebecca Camarena

EXHIBIT J  
to  
LETTER OF CREDIT

\_\_\_\_\_, \_\_\_\_  
Letter of Credit No. \_\_\_\_\_

TRANSFER CERTIFICATE

JPMorgan Chase Bank, N.A.  
300 South Riverside Plaza  
Mail Code IL1-0236  
Chicago, IL 60606-0236

Attn: Standby Letter of Credit Unit

Dear Sirs:

Reference is made to that certain Letter of Credit No. \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_ which has been established by the Bank in favor of the Bank of New York Mellon Trust Company, N.A.

We, the undersigned "Transferor", hereby irrevocably transfer all of our rights to draw under the above referenced Letter of Credit ("Credit") in its entirety to:

NAME OF TRANSFEREE \_\_\_\_\_  
(Print Name and complete address of the Transferee) "Transferee"

ADDRESS OF TRANSFEREE \_\_\_\_\_

CITY, STATE/COUNTRY ZIP \_\_\_\_\_

In accordance with ISP98, Rule 6, regarding transfer of drawing rights, all rights of the undersigned Transferor in such Credit are transferred to the Transferee, who shall have the sole rights as beneficiary thereof, including sole rights relating to any amendments whether increases or extensions or other amendments and whether now existing or hereafter made. All amendments are to be advised directly to the Transferee without necessity of any consent of or notice to the undersigned Transferor.

The original Credit, including amendments to this date, is attached and the undersigned Transferor requests that you endorse an acknowledgment of this transfer on the reverse thereof. The undersigned Transferor requests that you notify the Transferee of this Credit in such form and manner as you deem appropriate, and the terms and conditions of the Credit as transferred. The undersigned Transferor acknowledges that you incur no obligation hereunder and that the transfer shall not be effective until you have expressly consented to effect the transfer by notice to the Transferee.

If you agree to these instructions, please advise the Transferee of the terms and conditions of this transferred Credit and these instructions.

Transferor represents and warrants to Transferring Bank that (i) our execution, delivery, and performance

of this request to Transfer (a) are within our powers (b) have been duly authorized (c) constitute our legal, valid, binding and enforceable obligation (d) do not contravene any charter provision, by-law, resolution, contract, or other undertaking binding on or affecting us or any of our properties (e) do not require any notice, filing or other action to, with, or by any governmental authority (f) the enclosed Credit is original and complete, (g) there is no outstanding demand or request for payment or transfer under the Credit affecting the rights to be transferred, (h) the Transferee's name and address are correct and complete and the Transferee's use of the Credit as transferred and the transactions underlying the Credit and the requested Transfer do not violate any applicable United States or other law, rule or regulation.

The Effective Date shall be the date hereafter on which Transferring Bank effects the requested transfer by acknowledging this request and giving notice thereof to Transferee.

WE WAIVE ANY RIGHT TO TRIAL BY JURY THAT WE MAY HAVE IN ANY ACTION OR PROCEEDING RELATING TO OR ARISING OUT OF THIS TRANSFER.

This Request is made subject to ISP98 and is subject to and shall be governed by Article 5 of the Uniform Commercial Code of the State of \_\_\_\_\_, without regard to principles of conflict of laws.

Sincerely yours,

\_\_\_\_\_  
(Print Name of Transferor)

\_\_\_\_\_  
(Transferor's Authorized Signature)

\_\_\_\_\_  
(Print Authorized Signers Name and Title)

\_\_\_\_\_  
(Telephone Number/Fax Number)

Acknowledged:

\_\_\_\_\_  
(Print Name of Transferee)

\_\_\_\_\_  
(Transferee's Authorized Signature)

\_\_\_\_\_  
(Print Authorized Signers Name and Title)

\_\_\_\_\_  
(Telephone Number/Fax Number)

EXHIBIT K  
to  
LETTER OF CREDIT

\_\_\_\_\_, \_\_\_\_  
Letter of Credit No. \_\_\_\_\_

NOTICE OF AMENDMENT

The Bank of New York Mellon Trust Company, N.A.  
2 North LaSalle Street  
Suite 1020  
Chicago, Illinois 60602  
Attention: Municipal Department

Dear Sirs:

Reference is hereby made to that certain Letter of Credit No. \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_ (the "Letter of Credit"), established by us in your favor as Beneficiary. We hereby notify you that, in accordance with the terms of the Letter of Credit and that certain Credit Agreement dated as of \_\_\_\_\_, 2010, as amended, restated, supplemented or otherwise modified, by and among Commonwealth Edison Company, us, the other financial institutions party thereto and JPMorgan Chase Bank, N.A., as administrative agent, the Scheduled Expiration Date of the Letter of Credit has been extended to \_\_\_\_\_, \_\_\_\_\_.

This letter should be attached to the Letter of Credit and made a part thereof.

JPMORGAN CHASE BANK, N.A.

By: \_\_\_\_\_  
[Title of Authorized Officer]

cc: JPMorgan Chase Bank, N.A.,  
as Administrative Agent  
1111 Fannin Street, 10th Floor  
Houston, Texas 77002  
Attention: Rebecca Camarena

EXHIBIT L  
to  
LETTER OF CREDIT

\_\_\_\_\_, \_\_\_\_  
Letter of Credit No. \_\_\_\_\_

EVENT OF DEFAULT NOTICE

The Bank of New York Mellon Trust Company, N.A.  
2 North LaSalle Street  
Suite 1020  
Chicago, Illinois 60602  
Attention: Municipal Department

JPMorgan Chase Bank, N.A.  
300 South Riverside Plaza  
Mail Code IL1-0236  
Chicago, IL 60606-0236

Dear Sirs:

Reference is hereby made to that certain Letter of Credit No. \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_ (the "Letter of Credit"; any other defined terms used herein having their respective meanings set forth in the Letter of Credit), established by the Bank in your favor as Beneficiary. We hereby notify you that [an Event of Default under the terms of the Credit Agreement has occurred] [an Event of Default under the terms of the Credit Agreement has occurred and the Letter of Credit will not be reinstated]\*. Accordingly, the Letter of Credit shall terminate ten (10) days after your receipt of this notice.

We hereby direct you [to cause pursuant to Section 4.10 of the Bond Indenture the mandatory tender of all Bonds (other than Pledged Bonds (as such term is defined in the Credit Agreement) or Bonds bearing interest at an Indexed Rate, a Term Rate, a Commercial Paper Rate or a Fixed Rate) currently outstanding] [to cause pursuant to Section 7.02 of the Bond Indenture the acceleration of all Bonds (other than Pledged Bonds or Bonds bearing interest at an Indexed Rate, a Term Rate, a Commercial Paper Rate or a Fixed Rate) currently outstanding]\*.

JPMORGAN CHASE BANK, N.A., as  
Administrative Agent

By: \_\_\_\_\_  
[Title of Authorized Officer]

\_\_\_\_\_  
\*select one of the bracketed clauses  
\*select one of the bracketed clauses

EXHIBIT M  
to  
LETTER OF CREDIT

\_\_\_\_\_, \_\_\_\_  
Letter of Credit No. \_\_\_\_\_

CERTIFICATE FOR REINSTATEMENT OF LIQUIDITY DRAWING

JPMorgan Chase Bank, N.A.  
300 South Riverside Plaza  
Mail Code IL1-0236  
Chicago, IL 60606-0236

Attn: Standby Letter of Credit Unit

The undersigned hereby CERTIFIES to JPMorgan Chase Bank, N.A. (the "Bank") with reference to the Bank's Letter of Credit No. \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_ (the "Letter of Credit"; the terms "Bond Indenture" and "Bonds" used herein having their respective meanings set forth in the Letter of Credit) that:

1. The undersigned is the Bond Trustee under the Bond Indenture.

2. In accordance with the provisions of the Bond Indenture, the Bond Trustee has demanded and received payment under the Letter of Credit in the amount of \$\_\_\_\_\_, which amount the Bond Trustee has used solely to pay the purchase price of Bonds tendered or deemed tendered to the Bond Trustee for purchase in accordance with Section [specify section] of the Bond Indenture.

3. Such Bonds, so purchased by the Bond Trustee have been successfully remarketed and therefore the Letter of Credit must be reinstated by \$\_\_\_\_\_ to a new balance of \$\_\_\_\_\_.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Certificate this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

N.A.,

The Bank of New York Mellon Trust Company,  
as Bond Trustee

By: \_\_\_\_\_  
[Title of Authorized Officer]

cc: JPMorgan Chase Bank, N.A.,  
as Administrative Agent  
1111 Fannin Street, 10th Floor  
Houston, Texas 77002  
Attention: Rebecca Camarena

