(a) 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 amounts then payable by the Borrower under the Existing Agreement (after giving effect to the last sentence of Section 2.16.1) and that all commitments to make extensions of credit to the Borrower thereunder have been (or concurrently with the initial Advances will be) terminated;

(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 electronic 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 any of 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, substantially in the form of Exhibit D; 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 Closing Date (including amounts then payable to the Arrangers and the Administrative Agent).

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

SECTION 3.02 Conditions Precedent to All Credit Extensions. The obligation of each Lender to make any Advance and of the LC Issuer to issue or modify any Facility LC shall be subject to the conditions precedent that (a) the Closing Date shall have occurred, (b) in the case of a Borrowing, the Administrative Agent shall have received consents to such Borrowing (and, if such requested Borrowing is to be comprised of Eurodollar Rate Advances, to the making of such Type of Advances), substantially in the form of Exhibit C, from all Lenders, and (c) in the case of all Credit Extensions, 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, 2011 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, and the unaudited consolidated balance sheet of the Borrower and its Subsidiaries as of June 30, 2012, and the related unaudited statement of operations for the six-month period then ended, copies of which have been furnished to each Lender, fairly present in all material respects (subject, in the case of such balance sheet and statement of operations for the period ended June 30, 2012, to year-end adjustments) 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, 2011, 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 later of the date of execution and delivery of this Agreement or the date of the most recent extension of the Commitment Termination Date pursuant to Section 2.17, 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 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 E, 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 430(k) of the Code, 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 or such member of the Controlled Group 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 Commitment Termination Date pursuant to Section 2.17 (any non-excluded communication described above, a "Communication"), electronically (including by posting such documents, or providing a link thereto, on Exelon'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, chargeback, counterclaim, netting of cash amounts or similar rights 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 securing cash collateralization obligations in respect of defaulting lenders under the Borrower's credit facilities;

(vi) 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 or transmission 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;

(vii) 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;

(viii) 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 (vii));

(ix) 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;

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

(xi) 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;

(xii) 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;

(xiii) Permitted Encumbrances;

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

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

(xvi) 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;

(xvii) 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;

(xviii) 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;

(xix) 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;

(xx) Liens securing any extension, renewal, replacement or refinancing of Indebtedness secured by any Lien referred to in clauses (viii), (ix), (x), (xi) or (xix) 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;

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

(xxii) 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;

(xxiii) Liens on assets held by entities that 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 and/or No. 167;

(xxiv) Liens on tax-exempt bonds pledged by the Borrower in connection with a failed remarketing of such bonds; and

(xxv) Liens, other than those described in clauses (i) through (xxiv) 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 (xxv) 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.

(e) Subsidiary Dividends. Enter into, or permit any Subsidiary to enter into, any agreement that restricts the ability of any Subsidiary to pay dividends directly or indirectly to the Borrower, except for restrictions on the Borrower relating to the priority of payments on its subordinated debentures contained in the Indenture dated as of September 1, 1995 between the Borrower and Wilmington Trust Company, as trustee, as in effect on the date hereof, or any other indenture that has terms substantially similar to such Indenture and that relates to the issuance of trust preferred securities.

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; or

(g) (i) Any Reportable Event that the Majority Lenders determine in good faith is reasonably likely to result in the termination of any Single Employer Plan or in the appointment by the appropriate United States District Court of a trustee to administer a Single Employer 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 Single Employer Plan shall be terminated; (iii) a trustee shall be appointed by an appropriate United States District Court to administer any Single Employer Plan; (iv) the PBGC shall institute proceedings to terminate any Single Employer Plan or to appoint a trustee to administer any Single Employer 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 Issuer 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 the 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 ADMINISTRATIVE AGENT

SECTION 7.01 Authorization and Action.

SECTION 7.01.1 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 7.01.2 The Administrative Agent may perform any and all of its duties and exercise its rights hereunder by or through any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any and all of its duties and exercise its rights hereunder through its respective Affiliates, directors, officers, employees, agents and advisors (collectively, the "Related Parties"). The provisions of this Article VII shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent.

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 Arrangers. The title "Arranger" is purely honorific, and no Person designated as an "Arranger" shall have any duties or responsibilities in such capacity.

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 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 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; and (ii) no amendment, waiver or consent shall, unless in writing and signed by the LC Issuer, in addition to the Lenders required above to take such action, affect the rights or duties of the LC Issuer under this Agreement.

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 10 S. Dearborn, 52nd Floor, Chicago, IL 60603, Attention: Treasurer, facsimile: (312) 394-4082; if to any Lender, at its Domestic Lending Office specified in its Administrative Questionnaire or in the Assignment and Acceptance pursuant to which it became a Lender; and if to the Administrative Agent, at its address at 1111 Fannin St., 10th Floor, Houston, TX 77002, Attention: Kimberly Brown, facsimile: (713) 750-2782 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 the sender receives electronic confirmation of receipt, 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, the 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, the LC Issuer and the 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, the LC Issuer and the Arrangers with respect thereto and with respect to advising the Administrative Agent, the LC Issuer and the 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, the 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, the LC Issuer, the Administrative Agent and each of their respective Affiliates, officers, directors 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. 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. 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 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 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, 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 Administrative Agent 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, the LC Issuer 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 Acceptance with respect to such assignment) shall in no event be less than $500,000 or, if less, the entire amount of such Lender's Commitment, and shall be an integral multiple of $100,000 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 Acceptance, 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 Acceptance, 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), (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) and (vi) the Borrower shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the Administrative

Agent within five Business Days after having received notice thereof. Upon such execution, delivery, acceptance and recording, from and after the effective date specified in each Assignment and Acceptance, (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 Acceptance, 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 Acceptance, relinquish its rights and be released from its obligations under this Agreement and, in the case of an Assignment and Acceptance 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, the LC Issuer 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 and (B) any Lender may at any time, without the consent of the Borrower, the LC Issuer or the Administrative Agent, and without any requirement to have an Assignment and Acceptance 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.

(b) By executing and delivering an Assignment and Acceptance, 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 Acceptance, 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 Acceptance; (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 Acceptance 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 Acceptance executed by an assigning Lender and an assignee representing that it is an Eligible Assignee, the Administrative Agent shall, if such Assignment and Acceptance has been completed and is in substantially the form of Exhibit A, (i) accept such Assignment and Acceptance, (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 (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 with respect to any Advance or Commitment in which such Participant has an interest that forgives principal, interest or fees or reduces the interest rate or fees payable with respect to any such Advance or Commitment, postpones any date fixed for any regularly scheduled payment of principal of, or interest or fees on, any such Advance or Commitment, extends any Commitment, releases any guarantor of any such Advance or releases any substantial portion of collateral, if any, securing any such Advance.

(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, or revokes its consent to, an extension of the scheduled Commitment Termination Date pursuant to Section 2.17, (iv) does not consent to an amendment or waiver that requires the consent of all Lenders and has been approved by the Majority Lenders or (v) is a Designated 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), no later than five days prior to the then effective scheduled Commitment Termination Date, (D) in the case of clause (iv), within 60 days after the date the Majority Lenders approve the applicable amendment or waiver, or (E) in the case of clause (v), at any time so long as such Lender continues to be a Designated 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 and the LC Issuer all (but not less than all) of such Lender's Commitment, the Advances owing to it, its participation in the Facility LCs and all of its other rights and obligations hereunder within the next succeeding 30 days (or, in the case of clause (iii), (iv) or (v), five days). 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, the LC Issuer or any other Lender may have against such Defaulting Lender. Concurrently with any Designated Lender making an assignment pursuant to this Section 8.07(g), the Administrative Agent shall return to such Lender any cash collateral held for the account of such Lender pursuant to Section 2.16.12.

(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 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 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 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 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 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 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 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 Agreement. The Borrower and each Lender that is a party to the Existing Agreement (which Lenders constitute "Majority Lenders" under and as defined in the Existing Agreement) agree that concurrently with the effectiveness hereof

pursuant to Section 3.01, all commitments to extend credit to the Borrower under the Existing Agreement shall terminate and be of no further force or effect (without regard to any requirement in the Existing Agreement 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: Joseph R. Trpik
Title: Senior Vice President, Chief Financial Officer & Treasurer

[Signature Page to Credit Agreement (Commonwealth Edison Company)]

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent and LC Issuer

By: _____
Name: Juan J. Javellana
Title: Executive Director

POPULAR COMMUNITY BANK,
as a Lender

By: _____
Name: Luke K. Oosterhouse
Title: Vice President

SEAWAY BANK AND TRUST COMPANY,
as a Lender

By: Arlene Williams
Name:
Title: ARLENE WILLIAMS
EXECUTIVE VICE PRESIDENT

FIRST NATIONAL BANK AND TRUST COMPANY, as a Lender

By: Jennifer Kruchten, SVP
Name: Jennifer Kruchten
Title: Senior Vice President

FIRST BANK OF HIGHLAND PARK,
as a Lender

By: _____
Name: Barbara R. Winter
Title: SVP

BEVERLY BANK & TRUST COMPANY N.A.,
as a Lender

By: _____
Name: Louis V. Leonardi III
Title: Executive Vice President

URBAN PARTNERSHIP BANK,
as a Lender

By: _____
Name: Robert Dennis
Title: Chief Credit Officer

THE HARBOR BANK OF MARYLAND,
as a Lender

By: _____
Name: CARLA NEALY
Title: SENIOR VICE PRESIDENT

RIVERSIDE COMMUNITY BANK,
as a Lender

By: _____
Name: Kyle Logan
Title: Assistant Vice President

INTERNATIONAL BANK OF CHICAGO,
as a Lender

By: Warren Tai
Name: WARREN TAI
Title: Executive Vice President

FIRST EAGLE BANK,
as a Lender

By: _____
Name: JAY FAHN
Title: Sr Vice President

[Signature Page to Credit Agreement (Commonwealth Edison Company)]

AZTECAMERICA BANK,
as a Lender

By: Buddy Gongalakis
Name: BUDDY G GONGALAKIS
Title: SVP CFO

[Signature Page to Credit Agreement (Commonwealth Edison Company)]

FIRST INDEPENDENCE BANK,
as a Lender

By: _____
Name: James Nowick
Title: Vice President

UNITED BANK OF PHILADELPHIA,
as a Lender

By: _____
Name: Brenda M. Hudson-Nelson
Title: EVP & Chief Financial Officer

WILMINGTON SAVINGS,
as a Lender

By: _____
Name: Mark Gordon
Title: Vice President

ILLINOIS SERVICE FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO,
as a Lender

By: William L. McKnight, CLO
Name: William L. McKnight
Title: Chief Lending Officer

NORTH MILWAUKEE STATE BANK,
as a Lender

By: _____
Name: Erbert Johnson
Title: President, CEO

BANKFINANCIAL F.S.B.,
as a Lender

By: _____
Name: John Manos
Title: Regional President

[Signature Page to Credit Agreement (Commonwealth Edison Company)]

GATEWAY COMMUNITY BANK,
as a Lender

By: _____
Name: Edmar J. Hansen, Jr.
Title: Vice President Business Banking

HIGHLAND COMMUNITY BANK,
as a Lender

By: _____
Name: Dennis J. Irvin
Title: President

AMERICAN METRO BANK,
as a Lender

By: _____
Name: LAURA K. LEE
Title: SVP

PACIFIC GLOBAL BANK,
as a Lender

By: _____
Name: Betty Chow
Title: President/CEO

COVENANT BANK,
as a Lender

By: _____
Name: HERMAN L. DAVIS 10/12/12
Title: EXECUTIVE VICE PRESIDENT

[Signature Page to Credit Agreement (Commonwealth Edison Company)]

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 Status that exists on such day:

Status	Applicable Margin for Eurodollar Advances and LC Fee Rate	Applicable Margin for Base Rate Advances	Applicable Facility Fee Rate
Level I	0.900%	0.000%	0.100%
Level II	1.000%	0.000%	0.125%
Level III	1.075%	0.075%	0.175%
Level IV	1.275%	0.275%	0.225%
Level V	1.475%	0.475%	0.275%
Level VI	1.650%	0.650%	0.350%

The Applicable Margin, the LC Fee Rate, and the Facility Fee Rate shall be determined in accordance with the table above based on the Status in effect from time to time. The Status in effect on any date for purposes of this Pricing Schedule is based on the applicable Fitch Rating, Moody's Rating and S&P Rating in effect at the close of business on such date.

For the purposes of the foregoing (but subject to the final paragraph of this Pricing Schedule):

"Debt Rating" means, as of any date of determination, the Fitch Rating, the Moody's Rating or the S&P Rating.

"Level I Status" exists at any date if, on such date, the Fitch Rating is A or better, the Moody's Rating is A2 or better or the S&P Rating is A or better.

"Level II Status" exists at any date if, on such date, (i) Level I Status does not exist and (ii) the Fitch Rating is A- or better, the Moody's Rating is A3 or better or the S&P Rating is A- or better.

"Level III Status" exists at any date if, on such date, (i) neither Level I Status nor Level II Status exists and (ii) the Fitch Rating is BBB+ or better, the Moody's Rating is Baa1 or better or the S&P Rating is BBB+ or better.

"Level IV Status" exists at any date if, on such date, (i) none of Level I Status, Level II Status or Level III Status exists and (ii) the Fitch Rating is BBB or better, the Moody's Rating is Baa2 or better or the S&P Rating is BBB or better.

"Level V Status" exists at any date if, on such date, (i) none of Level I Status, Level II Status, Level III Status or Level IV Status exists and (ii) the Fitch Rating is BBB- or better, the Moody's Rating is Baa3 or better or the S&P Rating is BBB- or better.

"Level VI Status" exists at any date if, on such date, none of Level I Status, Level II Status, Level III Status, Level IV Status or Level V Status exists.

"Status" means Level I Status, Level II Status, Level III Status, Level IV Status, Level V Status or Level VI Status.

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, Level VI Status shall apply.

*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
Popular Community Bank	$4,000,000
Seaway Bank and Trust Company	$4,500,000
First National Bank and Trust Company	$7,500,000
First Bank of Highland Park	$2,000,000
Beverly Bank & Trust Company N.A.	$1,200,000
Urban Partnership Bank	$4,000,000
The Harbor Bank of Maryland	$500,000
Riverside Community Bank	$2,500,000
International Bank of Chicago	$750,000
First Eagle Bank	$700,000
AztecAmerica Bank	$1,000,000
First Independence Bank	$100,000
United Bank of Philadelphia	$400,000
Wilmington Savings	$300,000
Illinois Service Federal Savings and Loan Association of Chicago	$1,400,000
North Milwaukee State Bank	$200,000
BankFinancial F.S.B.	$500,000
Gateway Community Bank	$1,000,000
Highland Community Bank	$500,000
American Metro Bank	$500,000
Pacific Global Bank	$250,000
Covenant Bank	$200,000
TOTAL	**$34,000,000**

SCHEDULE III

EXISTING LETTERS OF CREDIT

BENEFICIARY	LOC #	EXPIRATION	AMOUNT
ILLINOIS INDUSTRIAL COMMISSION	CPCS-634962	August 12, 2013	$21,250,000.00
COUNTY OF DUPAGE, ILLINOIS	CPCS-826311	February 22, 2013	$39,820.00
TREASURER, COUNTY OF LAKE	CPCS-963860	April 30, 2013	$110,000.00

EXHIBIT A
FORM OF ASSIGNMENT AND ACCEPTANCE

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 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, the interest in and to 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 that represents the amount and percentage interest identified below of all of the Assignor's outstanding rights and obligations under the respective facilities identified below (including without limitation any letters of credit, guaranties and swingline loans included in such facilities and, to the extent permitted to be assigned under applicable law, all claims (including without limitation contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity), suits, causes of action and any other right of the Assignor 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) other than claims for indemnification or reimbursement with respect to any period prior to Effective Date (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 of Assignor]

3. Borrower: Commonwealth Edison Company

4. Administrative Agent:JPMorgan Chase Bank, N.A.

5. Credit Agreement: Credit Agreement, dated as of October 19, 2012, among the Borrower, the Lenders party thereto, and the Administrative Agent.

6. Assigned Interest:

Facility Assigned	Aggregate Amount of Commitment/ Outstanding Credit Exposure for all Lenders *	Amount of Commitment/ Outstanding Credit Exposure Assigned*	Percentage Assigned of Commitment/ Outstanding Credit Exposure[1]
_____	$	$	___%
_____	$	$	___%
_____	$	$	___%

7. Trade Date:[2]
Effective Date: _____, 20__ [TO BE INSERTED BY THE ADMINISTRATIVE AGENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER BY THE ADMINISTRATIVE AGENT.]

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][3] Accepted:
JPMORGAN CHASE BANK, N.A., as Administrative Agent
By:
Title:
[Consented to:][4]
[NAME OF RELEVANT PARTY]
By:
Title:

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* Amount to be adjusted by the counterparties to take into account any payments or prepayments made between the Trade Date and the Effective Date.

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

2 Insert if satisfaction of minimum amounts is to be determined as of the Trade Date.

3 To be added only if the consent of the Administrative Agent is required by the Terms of the Credit Agreement.

4 To be added only if the consent of the Borrowers and/or other parties (e.g. LC Issuer) is required by the terms of the credit Agreement.

ANNEX 1
TERMS AND CONDITIONS FOR ASSIGNMENT AND ASSUMPTION

1. Representations and Warranties.

1.1. Assignor. The Assignor 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. Neither the Assignor nor any of its officers, directors, employees, agents or attorneys shall be responsible for (i) any statements, warranties or representations made in or in connection with the Credit Agreement, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency, perfection, priority, collectibility, or value of the Credit Agreement or any collateral thereunder, (iii) the financial condition of the Company, any of its Subsidiaries or Affiliates or any other Person obligated in respect of the Credit Agreement, (iv) the performance or observance by the Company, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under the Credit Agreement, (v) inspecting any of the property, books or records of the Company, or any guarantor, or (vi) any mistake, error of judgment, or action taken or omitted to be taken in connection with the Credit Extensions or the Credit Agreement.

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) 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, (iii) agrees that its payment instructions and notice instructions are as set forth in Schedule 1 to this Assignment and Assumption, (iv) confirms that none of the funds, monies, assets or other consideration being used to make the purchase and assumption hereunder are "plan assets" as defined under ERISA and that its rights, benefits and interests in and under the Credit Agreement will not be "plan assets" under ERISA, (v) agrees to indemnify and hold the Assignor harmless against all losses, costs and expenses (including, without limitation, reasonable attorneys' fees) and liabilities incurred by the Assignor in connection with or arising in any manner from the Assignee's non-performance of the obligations assumed under this Assignment and Assumption, (vi) it has received a copy of the Credit Agreement, together with copies of financial statements 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 (vii) attached as Schedule 1 to this Assignment and Assumption is any documentation required to be delivered by the Assignee with respect to its tax status 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 Credit Agreement, and (ii) it will perform in accordance

with their terms all of the obligations which by the terms of the Credit Agreement are required to be performed by it as a Lender.

2. Payments. The Assignee shall pay the Assignor, on the Effective Date, the amount agreed to by the Assignor and the Assignee. From and after the Effective Date, the Administrative Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, Reimbursement Obligations, fees and other amounts) to the Assignee.

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 facsimile 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 law of the State of Illinois.

ADMINISTRATIVE QUESTIONNAIRE

(Schedule to be supplied by Closing Unit or Trading Documentation Unit)

US AND NON-US TAX INFORMATION REPORTING REQUIREMENTS

(Schedule to be supplied by Closing Unit or Trading Documentation Unit)

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 October 19, 2012, 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) 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) 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) The Interest Period for each Eurodollar Advance made as part of the Proposed Borrowing is [__ 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;

(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; and

(C) after giving effect to the Proposed Borrowing, the undersigned will not have exceeded any limitation on its ability to incur indebtedness (including any limitation imposed by any governmental or regulatory authority).

Very truly yours,

Commonwealth Edison Company

By _____
Name:
Title:

EXHIBIT C

FORM OF CONSENT TO BORROWING

_____, 20____

Please refer to the Credit Agreement, dated as of October 19, 2012 among Commonwealth Edison Company, various financial institutions and JPMorgan Chase Bank, N.A., as Administrative Agent (as amended, modified or supplemented from time to time, the "Credit Agreement"). Capitalized terms used but not defined herein have the respective meanings given thereto in the Credit Agreement.

Pursuant to Section 3.02 of the Credit Agreement, the undersigned [(a)] consents to a Borrowing in the aggregate amount of $[ ] on [date] [and (b) agrees that such Borrowing may consist of Eurodollar Rate Advances].

The forgoing consent and agreement shall become effective when the Administrative Agent has received counterparts hereof signed by all Lenders.

[Lender]

By _____
Name:
Title:

EXHIBIT D

FORM OF OPINION LETTER OF SIDLEY AUSTIN LLP

[To be inserted.]

EXHIBIT E

FORM OF ANNUAL AND QUARTERLY COMPLIANCE CERTIFICATE

_____, 20____

Pursuant to the Credit Agreement, dated as of October 19, 2012, 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. (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.

4. The undersigned has personally reviewed the Credit Agreement, and this certificate was based on an examination made by or under the supervision of the undersigned sufficient to assure that this certificate is accurate.

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:_____

Commonwealth Edison Company
Embedded Cost of Long-term Debt Work Papers
Year Ending December 31, 2012

Line No.	Debt, Issue Type Coupon Rate[1,2]		Date Reacquired	Amortization Period End Date	Principal of Debt Reacquired	Call Premium	Net Gain or (Net Loss)	Average 2012 Balance	Annual Amortization		
	(A)		(B)	(C)	(D)	(E)	(F)	(G)	(H)		
1	**Unamortized Loss on Reacquired Debt**										
2	**First Mortgage Bonds**										
3	14.250%	Series 46	11/24/87	04/15/15	$ 100,000,000	$ 3,820,000	$ (4,690,683)	$ 195,030	$ (69,868)		
4	15.375%	Series 47	11/24/87	04/15/15	100,000,000	12,410,000	(13,618,887)	$ 566,259	(202,851)		
5	13.000%	Series 48	03/22/88	04/15/13	150,000,000	14,760,000	(17,231,562)	$ 324,379	(409,857)		
6	17.500%	Series 44	05/24/88	04/15/15	47,315,000	2,122,000	(2,161,698)	$ 52,445	(18,788)		
7	12.250%	Series 50	11/21/88	04/15/15	100,000,000	3,500,000	(3,839,210)	$ 95,939	(34,370)		
8	13.375%	Series 51	11/21/88	04/15/15	83,650,000	8,802,000	(9,670,777)	$ 241,680	(86,576)		
9	12.000%	Series 66	03/23/93	04/15/15	100,000,000	9,000,000	(9,791,995)	$ 991,007	(355,009)		
10	11.125%	Series 71	05/01/93	04/15/15	125,000,000	9,612,500	(11,593,775)	$ 1,177,516	(421,822)		
11	10.500%	Series 56	05/27/93	04/15/15	150,000,000	9,750,000	(11,536,825)	$ 1,182,116	(423,469)		
12	10.250%	Series 67	06/07/93	04/15/13	200,000,000	14,260,000	(17,087,634)	$ 389,478	(492,174)		
13	8.750%	Series 30	08/12/93	07/01/13	125,000,000	4,400,000	(4,656,080)	$ 80,914	(80,913)		
14	9.125%	Series 38	08/12/93	07/01/13	250,000,000	10,825,000	(12,880,562)	$ 223,838	(223,838)		
15	10.375%	1985	12/14/94	03/01/20	30,000,000	600,000	(1,615,843)	$ 282,341	(36,817)		
16	10.625%	1985	12/14/94	03/01/20	111,000,000	2,200,000	(6,825,849)	$ 214,563	(27,975)		
17	10.625%	1985	12/14/94	03/01/17				$ 1,076,322	(230,552)		
18											
19	9.875%	Series 75	11/21/01	03/15/12	195,829,000	39,464,320	(22,887,616)	36,600	(357,213)	12/31/11	75
20	8.375%	Series 86	09/16/02	02/01/33		3,425,000		2,424,420	(117,744)		
21	7.625%	Series 92	02/28/02	03/15/12	1,500,000	229,665	(251,684)	402	(3,925)		
22	7.625%	Series 92	08/25/04	04/15/13	65,000,000	14,872,650	(17,067,050)	1,566,061	(1,974,476)		
23	7.625%	Series 92	10/15/04	04/15/13	25,000,000	5,676,250	(6,504,261)	606,635	(764,837)		
24	7.625%	Series 92	11/26/04	04/15/13	3,500,000	753,515	(868,270)	82,088	(103,501)		
25	7.500%	Series 94	02/28/02	03/15/12	3,000,000	434,580	(506,548)	820	(7,900)		
26	7.500%	Series 94	08/25/04	07/01/13	20,000,000	4,486,200	(5,012,259)	568,379	(566,050)		
27	5.850%	Series 94C	08/26/04	01/15/14	3,000,000	410,160	(611,534)	100,673	(65,095)		
28	8.625%	Series 81	03/27/02	03/15/12	200,000,000	7,680,000	(7,521,684)	12,179	(117,304)		
29	8.500%	Series 84	07/15/02	03/15/12	200,000,000	7,830,000	(9,146,102)	15,283	(147,200)		
30	8.375%	Series 88	03/18/03	04/15/15	235,950,000	9,114,749	(12,244,541)	1,874,889	(671,642)		
31	8.000%	Series 91	04/15/03	04/15/15	160,000,000	5,862,400	(11,858,267)	1,815,743	(650,454)		
32	6.150%	Series 98	08/06/04	03/15/12	100,000,000	10,458,000	(17,062,796)	46,389	(466,801)		
33	6.150%	Series 98	08/25/04	03/15/12	50,000,000	6,358,500	(9,660,835)	27,630	(266,123)		
34	5.875%	Series 100	07/27/04	02/01/33	11,400,000	(185,592)	(788,382)	569,297	(27,627)		
35	5.875%	Series 100	08/06/04	02/01/33	40,000,000	866,000	(4,283,438)	3,096,083	(150,246)		
36	5.875%	Series 100	08/25/04	02/01/33	45,000,000	2,611,350	(6,455,972)	4,674,941	(226,864)		
37	4.700%	Series 101	08/06/04	04/15/15	85,000,000	(499,800)	(8,553,071)	2,233,566	(799,660)		
38	4.700%	Series 101	08/25/04	04/15/15	50,000,000	793,000	(6,118,209)	1,605,541	(574,812)		
39	1.950%	Series 111	10/12/11	09/01/16	80,148,600	-	(171,078)	146,045	(34,796)		
40	3.400%	Series 112	10/12/11	09/01/21	110,681,400	-	(236,251)	219,112	(23,823)		
41											
42	**Interest Rate Swap Settlement[3]**			03/15/12			8,862,150	14,377	(138,471)		
43	**Interest Rate Swap Settlement[3]**			03/15/12			1,403,000	2,334	(22,484)		
44	**Interest Rate Swap Settlement[3]**			02/01/33			21,539,444	10,693,193	(519,507)		
45	**Interest Rate Swap Settlement[3]**			04/15/15			8,249,000	1,258,794	(450,911)		
46	**Interest Rate Swap Settlement[3]**			07/31/20			4,246,042	3,433,397	(424,604)		
47											
48	**Sinking Fund Debentures**										
49	10.000%	Series 4	04/01/92	03/15/12	120,000,000	3,789,600	(3,981,788)	2,450	(23,598)		
50	**Subordinated Deferrable Interest Notes and Senior Notes**										
51	8.480%		03/20/03	03/15/33	206,190,000	-	(20,228,911)	13,963,531	(674,297)		
52	6.950%		08/06/04	07/15/18	60,000,000	11,509,200	(16,568,486)	7,180,980	(1,187,880)		
53	6.950%		08/25/04	07/15/18	25,000,000	5,516,000	(7,624,035)	3,316,725	(548,654)		
54	**Pollution Control Obligations**										
55	11.750%	Joliet 1981	08/01/91	04/15/13	25,000,000	750,000	(1,424,316)	46,933	(59,296)		
56	11.750%	Pekin 1981	08/01/91	04/15/13	25,000,000	750,000	(1,447,131)	47,686	(60,245)		
57	11.500%	Waukegan 1981	08/01/91	04/15/13	10,000,000	300,000	(458,856)	15,121	(19,102)		
58	10.125%	IEFFA 1980	09/03/91	04/15/13	15,000,000	375,000	(563,470)	18,652	(23,563)		
59	10.375%	IEFFA 1980	09/03/91	04/15/13	25,000,000	625,000	(1,067,250)	35,326	(44,631)		
60	11.375%	IEFFA 1984	11/21/94	11/01/19	42,200,000	844,000	(1,687,652)	427,060	(58,192)		
61											
62	5.875%	1977	05/15/03	05/15/17	40,000,000	-	(599,277)	208,672	(42,805)		
63	Variable	1994B	09/30/03	11/01/19	42,200,000	-	(174,123)	79,430	(10,821)		
64	Variable	1994C	11/28/03	03/01/20	50,000,000	-	(79,616)	37,566	(4,899)		
65	Variable	1994D	03/21/05	03/01/17	91,000,000	-	(4,524,506)	1,766,043	(378,299)		
66	Variable	2005	06/13/08	03/01/17	91,000,000		(961,559)	514,975	(110,408)		
67	Variable	2003C	06/18/08	03/01/20	50,000,000		(795,632)	521,550	(67,954)		
68	Variable	2002	07/01/08	04/15/13	100,000,000		(583,461)	96,556	(121,847)		
69	Variable	2003B	07/08/08	11/01/19	42,200,000		(222,142)	144,069	(19,632)		
70	Variable	2003B	07/08/08	05/01/21			(435,433)	300,285	(33,983)		
71	Variable	2003A	07/10/08	05/15/17	40,000,000		(566,327)	312,074	(64,021)		
72	Variable	2003A	07/10/08	05/01/21			(332,768)	229,583	(25,981)		
73	Variable	2003D	07/29/08	01/15/14	19,975,000		(204,456)	57,817	(37,414)		
74	Variable	2003D	07/29/08	05/01/21			(112,292)	77,789	(8,803)		
75	Variable	2008D	05/28/09	03/01/20	50,000,000		(546,292)	386,607	(50,427)		
76	Variable	2008F	05/28/09	03/01/17	91,000,000		(677,508)	403,622	(86,491)		
77	Variable	2008E	05/28/09	05/01/21	49,830,000		(566,726)	417,174	(47,227)		
78	**Subordinated Deferrable Interest Debentures**										
79	8.500%	ComEd Financing II	03/07/08	01/15/38	154,640,000		(11,579,481)	9,916,041	(387,598)		
80	**Write-off**	**1997 Unamoritized Loss**					2,240,678	(4,925,693)	2,178,239		
81	TOTAL					$ 251,161,247	$ (306,484,408)	**$ 79,817,308**	**$ (14,808,778)**		
82											
83	**Unamortized Gain on Reacquired Debt**										
84	**First Mortgage Bonds**										
85	7.250%		06/04/02	04/15/13	100,000,000	1,000,000	259,689	(18,796)	23,856		
86	**Interest Rate Swap Settlement[3]**			07/31/20			165,236	(133,685)	16,533		
87	TOTAL					$ 1,000,000	$ 424,925	**$ (152,481)**	**$ 40,389**		

Notes:
(1) Listing sourced from Form 21 ILCC, Pages 24a-24c.
(2) Refunded with the proceeds from issuance of long-term debt with the maturity dates on Page 2 of WPD-3.
(3) The unamortized losses and gains on interest rate swap settlements are reported in FERC accounts 182.3 (Other Regulatory Assets) and 254 (Other Regulatory Liabilities), respectively.

Commonwealth Edison Company
Embedded Cost of Long-term Debt Work Papers
Year Ending December 31, 2012

Line No.	Debt, Issue Type Coupon Rate[1] (A)		Maturity Date(s) of New Debt Issues (B)				
	REFUNDING ISSUES						
1	**First Mortgage Bonds**						
2	14.250%	Series 46	Feb-2023	Apr-2015	(2)		
3	15.375%	Series 47	Feb-2023	Apr-2015	(2)		
4	13.000%	Series 48	Apr-2013				
5	17.500%	Series 44	Mar-1998	Feb-2023	Apr-2015	(2)	
6	12.250%	Series 50	Mar-1998	Feb-2023	Apr-2015	(2)	
7	13.375%	Series 51	Mar-1998	Feb-2023	Apr-2015	(2)	
8	12.000%	Series 66	Feb-2023	Apr-2015	(2)		
9	11.125%	Series 71	Feb-2023	Apr-2015	(2)		
10	10.500%	Series 56	Apr-2023	Apr-2015	(2)		
11	10.250%	Series 67	Apr-2013				
12	8.750%	Series 30	Jul-2005	Jul-2013			
13	9.125%	Series 38	Jul-2005	Jul-2013			
14	10.375%	1985	Mar-2009	Mar-2020	(2)		
15	10.625%	1985	Mar-2009	Mar-2015	Mar-2020	Mar-2017	(2)
16	9.875%	Series 75	Mar-2012				
17	8.625%	Series 81	Mar-2012				
18	8.500%	Series 84	Mar-2012				
19	8.375%	Series 86	Feb-2033				
20	7.625%	Series 92	Mar-2012				
21	7.500%	Series 94	Mar-2012	Jul-2013			
22	7.250%	1991	Apr-2013				
23	8.375%	Series 88	Apr-2015				
24	8.000%	Series 91	Apr-2015				
25	**Sinking Fund Debentures**						
26	10.000%	Series 4	Feb-1997	Feb-2022	Mar-2012	(2)	
27	**Subordinated Deferrable Interest Notes**						
28	8.480%		Mar-2033				
29	**Subordinated Deferrable Interest Debentures**						
30	8.500%		Jan-2038				
31	**Pollution Control Obligations**						
32	11.750%	Joliet Series 1981	Jun-2011	Apr-2013	(2)		
33	11.750%	Pekin Series 1981	Jun-2011	Apr-2013	(2)		
34	11.500%	Wkg Series 1981	Jun-2011	Apr-2013	(2)		
35	10.125%	IEFFA Series '80	Jun-2011	Apr-2013	(2)		
36	10.375%	IEFFA Series '80	Jun-2011	Apr-2013	(2)		
37	8.375%	IEFFA Series '79	Jan-2004	Jan-2009	Feb-2011	(2)	
38	8.500%	IEFFA Series '79	Jan-2004	Jan-2009	Feb-2011	(2)	
39	9.750%	IEFFA Series '83	Jan-2004	Jan-2009	Feb-2011	(2)	
40	11.375%	IEFFA Series '84	Oct-2014	Nov-2019	(2)		
41	5.875%	IDFA Series '79	May-2017				
42	Variable	IDFA 1994B	Nov-2019				
43	Variable	IDFA 1994C	Mar-2020				
44	Variable	IDFA 1994D	Mar-2017				
45	Variable	IFA Series 2005	Mar-2018				
46	Variable	IDFA Series 2003 C	Mar-2020				
47	Variable	IDFA Series 2003 B	Nov-2019	May-2021			
48	Variable	IDFA Series 2003 A	May-2017	May-2021			
49	Variable	IDFA Series 2003 D	Jan-2014	May-2021			
50	Variable	IFA Series 2008 D	Mar-2020	Sep-2016	Sep-2021		
51	Variable	IFA Series 2008 F	Mar-2017	Sep-2016	Sep-2021		
52	Variable	IFA Series 2008 E	May-2021	Sep-2016	Sep-2021		
53							
54	**The following debt items were not refinanced:**						
55			Original Maturity Date of Debt Issues				
56	First Mortgage Bonds						
57	7.625%	Series 92	Mar-2012				
58	7.500%	Series 94	Jul-2013				
59	5.850%	Series 94C	Jan-2014				
60	6.150%	Series 98	Mar-2012				
61	5.875%	Series 100	Feb-2033				
62	4.700%	Series 101	Apr-2015				
63	Pollution Control Obligations						
64	Variable	IDFA Series 2002	Apr-2013				
65	Notes -						
66	6.950%		Jul-2018				

Notes:
(1) Listing sourced from Form 21 ILCC, Pages 24d and 24e.
(2) The amortization period has changed due to the refunding of the long-term debt originally issued to refund this issue. Maturity date is that of the new long-term debt issue.

Commonwealth Edison Company
Embedded Cost of Long-term Debt Work Papers
Year Ending December 31, 2012

Line No.	Debt, Issue Type Coupon Rate[1,2]		Date Reacquired	Amortization Period End Date	Principal of Debt Reacquired	Call Premium	Net Gain or (Net Loss)	Balance as 12/31/2012	Annual Amortization
	(A)		(B)	(C)	(D)	(E)	(F)	(G)	(H)
1	**Unamortized Loss on Reacquired Debt**								
2	**First Mortgage Bonds**								
3	14.250%	Series 46	11/24/87	04/15/15	$ 100,000,000	$ 3,820,000	$ (4,690,683)	$ 160,096	$ (69,868)
4	15.375%	Series 47	11/24/87	04/15/15	100,000,000	12,410,000	(13,618,887)	$ 464,833	(202,851)
5	13.000%	Series 48	03/22/88	04/15/13	150,000,000	14,760,000	(17,231,562)	$ 119,450	(409,857)
6	17.500%	Series 44	05/24/88	04/15/15	47,315,000	2,122,000	(2,161,698)	$ 43,051	(18,788)
7	12.250%	Series 50	11/21/88	04/15/15	100,000,000	3,500,000	(3,839,210)	$ 78,754	(34,370)
8	13.375%	Series 51	11/21/88	04/15/15	83,650,000	8,802,000	(9,670,777)	$ 198,392	(86,576)
9	12.000%	Series 66	03/23/93	04/15/15	100,000,000	9,000,000	(9,791,995)	$ 813,502	(355,009)
10	11.125%	Series 71	05/01/93	04/15/15	125,000,000	9,612,500	(11,593,775)	$ 966,605	(421,822)
11	10.500%	Series 56	05/27/93	04/15/15	150,000,000	9,750,000	(11,536,825)	$ 970,381	(423,469)
12	10.250%	Series 67	06/07/93	04/15/13	200,000,000	14,260,000	(17,087,634)	$ 143,391	(492,174)
13	8.750%	Series 30	08/12/93	07/01/13	125,000,000	4,400,000	(4,656,080)	$ 40,457	(80,913)
14	9.125%	Series 38	08/12/93	07/01/13	250,000,000	10,825,000	(12,880,562)	$ 111,919	(223,838)
15	10.375%	1985	12/14/94	03/01/20	30,000,000	600,000	(1,615,843)	$ 263,932	(36,817)
16	10.625%	1985	12/14/94	03/01/20	111,000,000	2,200,000	(6,825,849)	$ 200,575	(27,975)
17	10.625%	1985	12/14/94	03/01/17				$ 961,046	(230,552)
18									
19	9.875%	Series 75	11/21/01	03/15/12	195,829,000	39,464,320	(22,887,616)	-	(357,213)
20	8.375%	Series 86	09/16/02	02/01/33		3,425,000		2,365,548	(117,744)
21	7.625%	Series 92	02/28/02	03/15/12	1,500,000	229,665	(251,684)	-	(3,925)
22	7.625%	Series 92	08/25/04	03/15/12	65,000,000	14,872,650	(17,067,050)	578,823	(1,974,476)
23	7.625%	Series 92	10/15/04	03/15/12	25,000,000	5,676,250	(6,504,261)	224,216	(764,837)
24	7.625%	Series 92	11/26/04	03/15/12	3,500,000	753,515	(868,270)	30,337	(103,501)
25	7.500%	Series 94	02/28/02	03/15/12	3,000,000	434,580	(506,548)	-	(7,900)
26	7.500%	Series 94	08/25/04	07/01/13	20,000,000	4,486,200	(5,012,259)	285,354	(566,050)
27	5.850%	Series 94C	08/26/04	01/15/14	3,000,000	410,160	(611,534)	68,125	(65,095)
28	8.625%	Series 81	03/27/02	03/15/12	200,000,000	7,680,000	(7,521,684)	-	(117,304)
29	8.500%	Series 84	07/15/02	03/15/12	200,000,000	7,830,000	(9,146,102)	-	(147,200)
30	8.375%	Series 88	03/18/03	04/15/15	235,950,000	9,114,749	(12,244,541)	1,539,068	(671,642)
31	8.000%	Series 91	04/15/03	04/15/15	160,000,000	5,862,400	(11,858,267)	1,490,516	(650,454)
32	6.150%	Series 98	08/06/04	03/15/12	100,000,000	10,458,000	(17,062,796)	-	(466,801)
33	6.150%	Series 98	08/25/04	03/15/12	50,000,000	6,358,500	(9,660,835)	-	(266,123)
34	5.875%	Series 100	07/27/04	02/01/33	11,400,000	(185,592)	(788,382)	555,483	(27,627)
35	5.875%	Series 100	08/06/04	02/01/33	40,000,000	866,000	(4,283,438)	3,020,960	(150,246)
36	5.875%	Series 100	08/25/04	02/01/33	45,000,000	2,611,350	(6,455,972)	4,561,509	(226,864)
37	4.700%	Series 101	08/06/04	04/15/15	85,000,000	(499,800)	(8,553,071)	1,833,736	(799,660)
38	4.700%	Series 101	08/25/04	04/15/15	50,000,000	793,000	(6,118,209)	1,318,135	(574,812)
39	1.950%	Series 111	10/12/11	09/01/16	80,148,600	-	(171,078)	128,647	(34,796)
40	3.400%	Series 112	10/12/11	09/01/21	110,681,400	-	(236,251)	207,200	(23,823)
41									
42	**Interest Rate Swap Settlement[3]**			03/15/12			8,862,150	-	(138,471)
43	**Interest Rate Swap Settlement[3]**			03/15/12			1,403,000	-	(22,484)
44	**Interest Rate Swap Settlement[3]**			02/01/33			21,539,444	10,433,439	(519,507)
45	**Interest Rate Swap Settlement[3]**			04/15/15			8,249,000	1,033,338	(450,911)
46	**Interest Rate Swap Settlement[3]**			07/31/20			4,246,042	3,221,095	(424,604)
47									
48	**Sinking Fund Debentures**								
49	10.000%	Series 4	04/01/92	03/15/12	120,000,000	3,789,600	(3,981,788)	-	(23,598)
50	**Subordinated Deferrable Interest Notes and Senior Notes**								
51	8.480%		03/20/03	03/15/33	206,190,000	-	(20,228,911)	13,626,382	(674,297)
52	6.950%		08/06/04	07/15/18	60,000,000	11,509,200	(16,568,486)	6,587,040	(1,187,880)
53	6.950%		08/25/04	07/15/18	25,000,000	5,516,000	(7,624,035)	3,042,398	(548,654)
54	**Pollution Control Obligations**								
55	11.750%	Joliet 1981	08/01/91	04/15/13	25,000,000	750,000	(1,424,316)	17,285	(59,296)
56	11.750%	Pekin 1981	08/01/91	04/15/13	25,000,000	750,000	(1,447,131)	17,563	(60,245)
57	11.500%	Waukegan 1981	08/01/91	04/15/13	10,000,000	300,000	(458,856)	5,570	(19,102)
58	10.125%	IEFFA 1980	09/03/91	04/15/13	15,000,000	375,000	(563,470)	6,870	(23,563)
59	10.375%	IEFFA 1980	09/03/91	04/15/13	25,000,000	625,000	(1,067,250)	13,010	(44,631)
60	11.375%	IEFFA 1984	11/21/94	11/01/19	42,200,000	844,000	(1,687,652)	397,964	(58,192)
61									
62	5.875%	1977	05/15/03	05/15/17	40,000,000	-	(599,277)	187,269	(42,805)
63	Variable	1994B	09/30/03	11/01/19	42,200,000	-	(174,123)	74,019	(10,821)
64	Variable	1994C	11/28/03	03/01/20	50,000,000	-	(79,616)	35,116	(4,899)
65	Variable	1994D	03/21/05	03/01/17	91,000,000	-	(4,524,506)	1,576,893	(378,299)
66	Variable	2005	06/13/08	03/01/18	91,000,000		(961,559)	459,771	(110,408)
67	Variable	2003C	06/18/08	03/01/20	50,000,000		(795,632)	487,573	(67,954)
68	Variable	2002	07/01/08	04/15/13	100,000,000		(583,461)	35,632	(121,847)
69	Variable	2003B	07/08/08	11/01/19	42,200,000		(222,142)	134,253	(19,632)
70	Variable	2003B	07/08/08	05/01/21			(435,433)	283,293	(33,983)
71	Variable	2003A	07/10/08	05/15/17	40,000,000		(566,327)	280,063	(64,021)
72	Variable	2003A	07/10/08	05/01/21			(332,768)	216,592	(25,981)
73	Variable	2003D	07/29/08	01/15/14	19,975,000		(204,456)	39,110	(37,414)
74	Variable	2003D	07/29/08	05/01/21			(112,292)	73,387	(8,803)
75	Variable	2008D	05/28/09	03/01/20	50,000,000		(546,292)	361,393	(50,427)
76	Variable	2008F	05/28/09	03/01/17	91,000,000		(677,508)	360,376	(86,491)
77	Variable	2008E	05/28/09	05/01/21	49,830,000		(566,726)	393,560	(47,227)
78	**Subordinated Deferrable Interest Debentures**								
79	8.500%	ComEd Financing II	03/07/08	01/15/38	154,640,000		(11,579,481)	9,722,242	(387,598)
80	**Write-off**	**1997 Unamoritized Loss**					2,240,678	(3,836,573)	2,178,239
81	TOTAL					$ 251,161,247	$ (306,484,408)	**$ 73,029,964**	**$ (14,808,778)**
82									
83	**Unamortized Gain on Reacquired Debt**								
84	**First Mortgage Bonds**								
85	7.250%		06/04/02	04/15/13	100,000,000	1,000,000	259,689	(6,868)	23,856
86	**Interest Rate Swap Settlement[3]**			07/31/20			165,236	(125,418)	16,533
87	TOTAL					$ 1,000,000	$ 424,925	**$ (132,286)**	**$ 40,389**

Notes:
(1) Listing sourced from Form 21 ILCC, Pages 24a-24c.
(2) Refunded with the proceeds from issuance of long-term debt with the maturity dates on Page 2 of WPD-3.
(3) The unamortized losses and gains on interest rate swap settlements are reported in FERC accounts 182.3 (Other Regulatory Assets) and 254 (Other Regulatory Liabilities), respectively.

Commonwealth Edison Company
Embedded Cost of Long-term Debt Work Papers
Year Ending December 31, 2012

Line No.	Debt, Issue Type Coupon Rate[1] (A)		Maturity Date(s) of New Debt Issues (B)				
	REFUNDING ISSUES						
1	**First Mortgage Bonds**						
2	14.250%	Series 46	Feb-2023	Apr-2015	(2)		
3	15.375%	Series 47	Feb-2023	Apr-2015	(2)		
4	13.000%	Series 48	Apr-2013				
5	17.500%	Series 44	Mar-1998	Feb-2023	Apr-2015	(2)	
6	12.250%	Series 50	Mar-1998	Feb-2023	Apr-2015	(2)	
7	13.375%	Series 51	Mar-1998	Feb-2023	Apr-2015	(2)	
8	12.000%	Series 66	Feb-2023	Apr-2015	(2)		
9	11.125%	Series 71	Feb-2023	Apr-2015	(2)		
10	10.500%	Series 56	Apr-2023	Apr-2015	(2)		
11	10.250%	Series 67	Apr-2013				
12	8.750%	Series 30	Jul-2005	Jul-2013			
13	9.125%	Series 38	Jul-2005	Jul-2013			
14	10.375%	1985	Mar-2009	Mar-2020	(2)		
15	10.625%	1985	Mar-2009	Mar-2015	Mar-2020	Mar-2017	(2)
16	9.875%	Series 75	Mar-2012				
17	8.625%	Series 81	Mar-2012				
18	8.500%	Series 84	Mar-2012				
19	8.375%	Series 86	Feb-2033				
20	7.625%	Series 92	Mar-2012				
21	7.500%	Series 94	Mar-2012	Jul-2013			
22	7.250%	1991	Apr-2013				
23	8.375%	Series 88	Apr-2015				
24	8.000%	Series 91	Apr-2015				
25	**Sinking Fund Debentures**						
26	10.000%	Series 4	Feb-1997	Feb-2022	Mar-2012	(2)	
27	**Subordinated Deferrable Interest Notes**						
28	8.480%		Mar-2033				
29	**Subordinated Deferrable Interest Debentures**						
30	8.500%		Jan-2038				
31	**Pollution Control Obligations**						
32	11.750%	Joliet Series 1981	Jun-2011	Apr-2013	(2)		
33	11.750%	Pekin Series 1981	Jun-2011	Apr-2013	(2)		
34	11.500%	Wkg Series 1981	Jun-2011	Apr-2013	(2)		
35	10.125%	IEFFA Series '80	Jun-2011	Apr-2013	(2)		
36	10.375%	IEFFA Series '80	Jun-2011	Apr-2013	(2)		
37	8.375%	IEFFA Series '79	Jan-2004	Jan-2009	Feb-2011	(2)	
38	8.500%	IEFFA Series '79	Jan-2004	Jan-2009	Feb-2011	(2)	
39	9.750%	IEFFA Series '83	Jan-2004	Jan-2009	Feb-2011	(2)	
40	11.375%	IEFFA Series '84	Oct-2014	Nov-2019	(2)		
41	5.875%	IDFA Series '79	May-2017				
42	Variable	IDFA 1994B	Nov-2019				
43	Variable	IDFA 1994C	Mar-2020				
44	Variable	IDFA 1994D	Mar-2017				
45	Variable	IFA Series 2005	Mar-2018				
46	Variable	IDFA Series 2003 C	Mar-2020				
47	Variable	IDFA Series 2003 B	Nov-2019	May-2021			
48	Variable	IDFA Series 2003 A	May-2017	May-2021			
49	Variable	IDFA Series 2003 D	Jan-2014	May-2021			
50	Variable	IFA Series 2008 D	Mar-2020	Sep-2016	Sep-2021		
51	Variable	IFA Series 2008 F	Mar-2017	Sep-2016	Sep-2021		
52	Variable	IFA Series 2008 E	May-2021	Sep-2016	Sep-2021		
53							
54	**The following debt items were not refinanced:**						
55			Original Maturity Date of Debt Issues				
56	First Mortgage Bonds						
57	7.625%	Series 92	Mar-2012				
58	7.500%	Series 94	Jul-2013				
59	5.850%	Series 94C	Jan-2014				
60	6.150%	Series 98	Mar-2012				
61	5.875%	Series 100	Feb-2033				
62	4.700%	Series 101	Apr-2015				
63	Pollution Control Obligations						
64	Variable	IDFA Series 2002	Apr-2013				
65	Notes -						
66	6.950%		Jul-2018				

Notes:
(1) Listing sourced from Form 21 ILCC, Pages 24d and 24e.
(2) The amortization period has changed due to the refunding of the long-term debt originally issued to refund this issue. Maturity date is that of the new long-term debt issue.

Commonwealth Edison Company
Embedded Cost of Long-term Debt Work Papers
Year Ending December 31, 2011

Line No.	Debt, Issue Type Coupon Rate[1,2] (A)		Date Reacquired (B)	Amortization Period End Date (C)	Principal of Debt Reacquired (D)	Call Premium (E)	Net Gain or (Net Loss) (F)	Balance as 12/31/2011 (G)	Annual Amortization (H)
1	**Unamortized Loss on Reacquired Debt**								
2	**First Mortgage Bonds**								
3	14.250%	Series 46	11/24/87	04/15/15	$ 100,000,000	$ 3,820,000	$ (4,690,683)	$ 229,964	$ (69,867)
4	15.375%	Series 47	11/24/87	04/15/15	100,000,000	12,410,000	(13,618,887)	$ 667,684	(202,851)
5	13.000%	Series 48	03/22/88	04/15/13	150,000,000	14,760,000	(17,231,562)	$ 529,307	(409,858)
6	17.500%	Series 44	05/24/88	04/15/15	47,315,000	2,122,000	(2,161,698)	$ 61,839	(18,791)
7	12.250%	Series 50	11/21/88	04/15/15	100,000,000	3,500,000	(3,839,210)	$ 113,124	(34,373)
8	13.375%	Series 51	11/21/88	04/15/15	83,650,000	8,802,000	(9,670,777)	$ 284,968	(86,577)
9	12.000%	Series 66	03/23/93	04/15/15	100,000,000	9,000,000	(9,791,995)	$ 1,168,511	(355,009)
10	11.125%	Series 71	05/01/93	04/15/15	125,000,000	9,612,500	(11,593,775)	$ 1,388,427	(421,821)
11	10.500%	Series 56	05/27/93	04/15/15	150,000,000	9,750,000	(11,536,825)	$ 1,393,850	(423,470)
12	10.250%	Series 67	06/07/93	04/15/13	200,000,000	14,260,000	(17,087,634)	$ 635,565	(492,192)
13	8.750%	Series 30	08/12/93	07/01/13	125,000,000	4,400,000	(4,656,080)	$ 121,370	(80,913)
14	9.125%	Series 38	08/12/93	07/01/13	250,000,000	10,825,000	(12,880,562)	$ 335,757	(223,837)
15	10.375%	1985	12/14/94	03/01/20	30,000,000	600,000	(1,615,843)	$ 300,749	(36,817)
16	10.625%	1985	12/14/94	03/01/20	111,000,000	2,200,000	(6,825,849)	$ 228,550	(27,976)
17	10.625%	1985	12/14/94	03/01/17				$ 1,191,598	(230,551)
18									
19	9.875%	Series 75	11/21/01	03/15/12	195,829,000	39,464,320	(22,887,616)	357,213	(1,718,034)
20	8.375%	Series 86	09/16/02	02/01/33		3,425,000		2,483,292	(117,744)
21	7.625%	Series 92	02/28/02	03/15/12	1,500,000	229,665	(251,684)	3,925	(18,877)
22	7.625%	Series 92	08/25/04	03/15/12	65,000,000	14,872,650	(17,067,050)	2,553,299	(1,974,476)
23	7.625%	Series 92	10/15/04	03/15/12	25,000,000	5,676,250	(6,504,261)	989,053	(764,837)
24	7.625%	Series 92	11/26/04	03/15/12	3,500,000	753,515	(868,270)	133,838	(103,501)
25	7.500%	Series 94	02/28/02	03/15/12	3,000,000	434,580	(506,548)	7,900	(37,993)
26	7.500%	Series 94	08/25/04	07/01/13	20,000,000	4,486,200	(5,012,259)	851,404	(566,050)
27	5.850%	Series 94C	08/26/04	01/15/14	3,000,000	410,160	(611,534)	133,220	(65,095)
28	8.625%	Series 81	03/27/02	03/15/12	200,000,000	7,680,000	(7,521,684)	117,304	(564,156)
29	8.500%	Series 84	07/15/02	03/15/12	200,000,000	7,830,000	(9,146,102)	147,200	(707,998)
30	8.375%	Series 88	03/18/03	04/15/15	235,950,000	9,114,749	(12,244,541)	2,210,710	(671,642)
31	8.000%	Series 91	04/15/03	04/15/15	160,000,000	5,862,400	(11,858,267)	2,140,970	(650,453)
32	6.150%	Series 98	08/06/04	03/15/12	100,000,000	10,458,000	(17,062,796)	446,801	(2,241,872)
33	6.150%	Series 98	08/25/04	03/15/12	50,000,000	6,358,500	(9,660,835)	266,123	(1,278,073)
34	5.875%	Series 100	07/27/04	02/01/33	11,400,000	(185,592)	(788,382)	583,110	(27,627)
35	5.875%	Series 100	08/06/04	02/01/33	40,000,000	866,000	(4,283,438)	3,171,206	(150,246)
36	5.875%	Series 100	08/25/04	02/01/33	45,000,000	2,611,350	(6,455,972)	4,788,373	(226,863)
37	4.700%	Series 101	08/06/04	04/15/15	85,000,000	(499,800)	(8,553,071)	2,633,396	(799,660)
38	4.700%	Series 101	08/25/04	04/15/15	50,000,000	793,000	(6,118,209)	1,892,947	(574,812)
39	1.950%	Series 111	10/12/11	09/01/16	80,148,600	-	(171,078)	163,443	7,635
40	3.400%	Series 112	10/12/11	09/01/21	110,681,400	-	(236,251)	231,023	5,228
41									
42	**Interest Rate Swap Settlement[3]**			03/15/12			8,862,150	138,471	(664,661)
43	**Interest Rate Swap Settlement[3]**			03/15/12			1,403,000	22,484	(107,923)
44	**Interest Rate Swap Settlement[3]**			02/01/33			21,539,444	10,952,946	(519,507)
45	**Interest Rate Swap Settlement[3]**			04/15/15			8,249,000	1,484,249	(450,911)
46	**Interest Rate Swap Settlement[3]**			07/31/20			4,246,042	3,645,699	(424,604)
47									
48	**Sinking Fund Debentures**								
49	10.000%	Series 4	04/01/92	03/15/12	120,000,000	3,789,600	(3,981,788)	23,598	(113,401)
50	**Subordinated Deferrable Interest Notes and Senior Notes**								
51	8.480%		03/20/03	03/15/33	206,190,000	-	(20,228,911)	14,300,679	(674,297)
52	6.950%		08/06/04	07/15/18	60,000,000	11,509,200	(16,568,486)	7,774,920	(1,187,880)
53	6.950%		08/25/04	07/15/18	25,000,000	5,516,000	(7,624,035)	3,591,052	(548,654)
54	**Pollution Control Obligations**								
55	11.750%	Joliet 1981	08/01/91	04/15/13	25,000,000	750,000	(1,424,316)	76,581	(59,295)
56	11.750%	Pekin 1981	08/01/91	04/15/13	25,000,000	750,000	(1,447,131)	77,808	(60,246)
57	11.500%	Waukegan 1981	08/01/91	04/15/13	10,000,000	300,000	(458,856)	24,672	(19,103)
58	10.125%	IEFFA 1980	09/03/91	04/15/13	15,000,000	375,000	(563,470)	30,433	(23,563)
59	10.375%	IEFFA 1980	09/03/91	04/15/13	25,000,000	625,000	(1,067,250)	57,641	(44,630)
60	8.375%	IEFFA 1979	03/11/94	02/01/11	10,000,000	100,000	(213,359)	-	(880)
61	8.500%	IEFFA 1979	03/11/94	02/20/11	40,000,000	400,000	(880,579)	-	(3,629)
62	9.750%	IEFFA 1983	04/01/94	02/20/11	16,000,000	400,000	(783,087)	-	(3,210)
63	11.375%	IEFFA 1984	11/21/94	11/01/19	42,200,000	844,000	(1,687,652)	456,156	(58,191)
64									
65	5.875%	1977	05/15/03	05/15/17	40,000,000	-	(599,277)	230,074	(42,806)
66	Variable	1994B	09/30/03	11/01/19	42,200,000	-	(174,123)	84,840	(10,821)
67	Variable	1994C	11/28/03	03/01/20	50,000,000	-	(79,616)	40,015	(4,899)
68	Variable	1994D	03/21/05	03/01/17	91,000,000	-	(4,524,506)	1,955,192	(378,299)
69	Variable	2005	06/13/08	03/01/18	91,000,000		(961,559)	570,179	(110,409)
70	Variable	2003C	06/18/08	03/01/20	50,000,000		(795,632)	555,527	(67,954)
71	Variable	2002	07/01/08	04/15/13	100,000,000		(583,461)	157,479	(121,846)
72	Variable	2003B	07/08/08	11/01/19	42,200,000		(222,142)	153,885	(19,631)
73	Variable	2003B	07/08/08	05/01/21			(435,433)	317,276	(33,984)
74	Variable	2003A	07/10/08	05/15/17	40,000,000		(566,327)	344,084	(64,021)
75	Variable	2003A	07/10/08	05/01/21			(332,768)	242,573	(25,982)
76	Variable	2003D	07/29/08	01/15/14	19,975,000		(204,456)	76,524	(37,414)
77	Variable	2003D	07/29/08	05/01/21			(112,292)	82,190	(8,803)
78	Variable	2008D	05/28/09	03/01/20	50,000,000		(546,292)	411,820	(50,427)
79	Variable	2008F	05/28/09	03/01/17	91,000,000		(677,508)	446,867	(86,490)
80	Variable	2008E	05/28/09	05/01/21	49,830,000		(566,726)	440,787	(47,227)
81	**Subordinated Deferrable Interest Debentures**								
82	8.500%	ComEd Financing II	03/07/08	01/15/38	154,640,000		(11,579,481)	10,109,840	(387,597)
83	**Write-off**	**1997 Unamoritized Loss**					2,240,678	(6,014,812)	2,240,678
84	TOTAL					$ 252,061,247	$ (308,361,433)	**$ 87,818,742**	**$ (20,584,566)**
85									
86	**Unamortized Gain on Reacquired Debt**								
87	**First Mortgage Bonds**								
88	7.250%		06/04/02	04/15/13	100,000,000	1,000,000	259,689	(30,724)	23,856
89	**Interest Rate Swap Settlement[3]**			07/31/20			165,236	(141,951)	16,533
90	TOTAL					$ 1,000,000	$ 424,925	**$ (172,675)**	**$ 40,389**

Notes:
(1) Listing sourced from Form 21 ILCC, Pages 24a-24c.
(2) Refunded with the proceeds from issuance of long-term debt with the maturity dates on Page 2 of WPD-3.
(3) The unamortized losses and gains on interest rate swap settlements are reported in FERC accounts 182.3 (Other Regulatory Assets) and 254 (Other Regulatory Liabilities), respectively.

Commonwealth Edison Company
Embedded Cost of Long-term Debt Work Papers
Year Ending December 31, 2011

Line No.	Debt, Issue Type Coupon Rate[1] (A)		Maturity Date(s) of New Debt Issues (B)				
	REFUNDING ISSUES						
1	**First Mortgage Bonds**						
2	14.250%	Series 46	Feb-2023	Apr-2015	(2)		
3	15.375%	Series 47	Feb-2023	Apr-2015	(2)		
4	13.000%	Series 48	Apr-2013				
5	17.500%	Series 44	Mar-1998	Feb-2023	Apr-2015	(2)	
6	12.250%	Series 50	Mar-1998	Feb-2023	Apr-2015	(2)	
7	13.375%	Series 51	Mar-1998	Feb-2023	Apr-2015	(2)	
8	12.000%	Series 66	Feb-2023	Apr-2015	(2)		
9	11.125%	Series 71	Feb-2023	Apr-2015	(2)		
10	10.500%	Series 56	Apr-2023	Apr-2015	(2)		
11	10.250%	Series 67	Apr-2013				
12	8.750%	Series 30	Jul-2005	Jul-2013			
13	9.125%	Series 38	Jul-2005	Jul-2013			
14	10.375%	1985	Mar-2009	Mar-2020	(2)		
15	10.625%	1985	Mar-2009	Mar-2015	Mar-2020	Mar-2017	(2)
16	9.875%	Series 75	Mar-2012				
17	8.625%	Series 81	Mar-2012				
18	8.500%	Series 84	Mar-2012				
19	8.375%	Series 86	Feb-2033				
20	7.625%	Series 92	Mar-2012				
21	7.500%	Series 94	Mar-2012	Jul-2013			
22	7.250%	1991	Apr-2013				
23	8.375%	Series 88	Apr-2015				
24	8.000%	Series 91	Apr-2015				
25	**Sinking Fund Debentures**						
26	10.000%	Series 4	Feb-1997	Feb-2022	Mar-2012	(2)	
27	**Subordinated Deferrable Interest Notes**						
28	8.480%		Mar-2033				
29	**Subordinated Deferrable Interest Debentures**						
30	8.500%		Jan-2038				
31	**Pollution Control Obligations**						
32	11.750%	Joliet Series 1981	Jun-2011	Apr-2013	(2)		
33	11.750%	Pekin Series 1981	Jun-2011	Apr-2013	(2)		
34	11.500%	Wkg Series 1981	Jun-2011	Apr-2013	(2)		
35	10.125%	IEFFA Series '80	Jun-2011	Apr-2013	(2)		
36	10.375%	IEFFA Series '80	Jun-2011	Apr-2013	(2)		
37	8.375%	IEFFA Series '79	Jan-2004	Jan-2009	Feb-2011	(2)	
38	8.500%	IEFFA Series '79	Jan-2004	Jan-2009	Feb-2011	(2)	
39	9.750%	IEFFA Series '83	Jan-2004	Jan-2009	Feb-2011	(2)	
40	11.375%	IEFFA Series '84	Oct-2014	Nov-2019	(2)		
41	5.875%	IDFA Series '79	May-2017				
42	Variable	IDFA 1994B	Nov-2019				
43	Variable	IDFA 1994C	Mar-2020				
44	Variable	IDFA 1994D	Mar-2017				
45	Variable	IFA Series 2005	Mar-2018				
46	Variable	IDFA Series 2003 C	Mar-2020				
47	Variable	IDFA Series 2003 B	Nov-2019	May-2021			
48	Variable	IDFA Series 2003 A	May-2017	May-2021			
49	Variable	IDFA Series 2003 D	Jan-2014	May-2021			
50	Variable	IFA Series 2008 D	Mar-2020	Sep-2016	Sep-2021		
51	Variable	IFA Series 2008 F	Mar-2017	Sep-2016	Sep-2021		
52	Variable	IFA Series 2008 E	May-2021	Sep-2016	Sep-2021		
53							
54	**The following debt items were not refinanced:**						
55			Original Maturity Date of Debt Issues				
56	First Mortgage Bonds						
57	7.625%	Series 92	Mar-2012				
58	7.500%	Series 94	Jul-2013				
59	5.850%	Series 94C	Jan-2014				
60	6.150%	Series 98	Mar-2012				
61	5.875%	Series 100	Feb-2033				
62	4.700%	Series 101	Apr-2015				
63	Pollution Control Obligations						
64	Variable	IDFA Series 2002	Apr-2013				
65	Notes -						
66	6.950%		Jul-2018				

Notes:
(1) Listing sourced from Form 21 ILCC, Pages 24d and 24e.
(2) The amortization period has changed due to the refunding of the long-term debt originally issued to refund this issue. Maturity date is that of the new long-term debt issue.

Commonwealth Edison Company
Schedule D-7 Embedded Cost Of Long Term Debt
Years 2008 - 2012
(In Dollars)

Line No.	Description	FERC Form 1 Source	2012	2011	2010	2009	2008
	(A)	(B)	(C)	(D)	(E)	(F)	(G)
1	Long-Term Debt Outstanding CR / (DR)						
2	Long-Term Debt Outstanding (Accts 221 - 224)	p. 112, l. 18 - 21	$ 5,793,786,000	$ 5,893,786,000	$ 5,231,216,000	$ 4,944,016,000	$ 4,961,116,000
3	Unamortized Premium on Long-Term Debt (Acct 225)	p. 112, l. 22	854,125	1,164,491	1,761,174	2,357,857	2,954,541
4	Unamortized Discount on Long-Term Debt (Acct 226)	p. 112, l. 23	(21,181,829)	(23,327,102)	(25,787,502)	(28,842,483)	(32,015,129)
5	Unamortized Gain on Reacquired Debt (Acct 257)	p. 113	6,866	30,724	54,580	78,436	102,292
6	Unamortized Loss on Reacquired Debt (Acct 189)	p. 111	58,342,092	71,594,893	89,630,249	(109,689,181)	(128,874,467)
7	Loss on Settled Cash Flow Swaps (Acct 182.3)	p. 232, l. 8	(14,687,871)	(16,243,849)	(18,411,455)	(16,084,155)	(17,827,158)
8	Gain on Settled Cash Flow Swaps (Acct 254)	p. 278, l. 3	125,418	141,951	158,484	496,562	1,291,060
9	Unamortized Debt Expenses (Acct 181)	p. 111	29,211,484	29,959,231	(27,238,293)	(26,404,295)	(30,541,677)
10	Net Long-Term Debt Outstanding		$ 5,846,456,285	$ 5,957,106,339	$ 5,251,383,237	$ 4,765,928,741	$ 4,756,205,462
11	Cost of Long-Term Debt DR / (CR)		2012	2011	2010	2009	2008
12	Interest on Long-Term Debt (Acct 427 / 430)	p. 256 - 257, col. (I)	$ 282,861,311	$ 307,737,280	$ 288,723,797	$ 284,485,024	$ 297,945,717
13	Amortization of Debt Discount and Expense (Acct 428)	p. 117, l. 63	7,106,514	11,262,014	9,853,063	7,694,546	7,521,711
14	Amortization of Loss on Reacquired Debt (Acct 428.1)	p. 117, l. 64	13,252,802	18,442,686	20,058,932	20,975,813	21,113,675
15	Amortization of Premium on Debt (Acct 429)	p. 117, l. 65	(310,366)	(596,683)	(596,683)	(596,683)	(762,226)
16	Amortization of Gain on Reacquired Debt (Acct 429.1)	p. 117, l. 66	23,856	23,856	(23,856)	(23,856)	(23,856)
17	Total Cost of Long-Term Debt		$ 302,934,117	$ 336,869,153	$ 318,015,253	$ 312,534,844	$ 325,795,021
18	Embedded Cost of Long-Term Debt Rate (l. 18 / l. 11) (a)		5.18%	5.65%	6.06%	6.56%	6.85%

Notes:
(b) Not meaningful for ratemaking purposes due to differences between these amounts and those in the ILCC Form 21.

Commonwealth Edison Company
Schedule D-7 - Estimated Return on Rate Base (a)
Years 2008 - 2012
(In Dollars)

Line No.	Description	FERC Form 1 Source	2012	2011	2010	2009	2008
	(A)	(B)	(C)	(D)	(E)	(F)	(G)
1	Rate Base (Unadjusted) (a)						
2	Plant in Service	p. 200, l. 3	$ 19,220,833,674	$ 18,350,434,707	$ 17,565,228,096	$ 16,769,888,224	$ 15,721,848,630
3	Completed Construction Not Classified	p. 200, l. 6	330,961,259	434,982,980	384,942,681	521,097,224	900,608,799
4	Accumulated Depreciation	p. 200, l. 22	(7,352,149,396)	(7,152,494,925)	(6,843,280,703)	(6,604,819,219)	(6,302,046,814)
5	Net Utility Plant (b)		12,199,645,537	11,632,922,762	11,106,890,074	10,686,166,229	10,320,410,615
6	Plant Materials and Supplies (Acct 154)	p. 110	91,498,270	81,131,789	71,908,090	71,325,663	74,958,501
7	Stores Expense Undistributed (Acct 163)	p. 111	-	-	-	-	-
8	Fuel (Acct 151 - 152)	p. 110	-	-	-	-	-
9	Property Held For Future Use	p. 214	38,476,664	35,658,200	35,369,141	31,532,390	32,004,439
10	Other Regulatory Assets (Acct 182.3) -						
11	Recoverable Transition Costs	p. 232	-	-	-	-	-
12	Capitalized Incentive - March 2003 Agreement	p. 232	7,956,298	8,197,785	8,439,273	8,680,760	8,922,247
13	Unrecovered Nuclear Decommissioning Costs	p. 232	-	-	-	-	-
14	Accumulated Deferred Income Taxes (Acct 190)	p. 111	366,662,593	324,645,956	343,318,321	323,016,420	309,948,557
15	Pension Asset (Acct 186)	p. 233	1,661,482,369	1,802,548,972	1,038,782,729	907,476,041	846,938,710
16	RTO Start-up Costs (Acct 186)	p. 233	-	-	-	-	-
17	Operating Reserves (Acct 228)						
18	Accum Prov for Injuries & Damages (Acct 228.2)	p. 112	(53,890,692)	(52,759,525)	(53,669,501)	(53,027,607)	(63,307,496)
19	Accum Prov for Pensions & Benefits (Acct 228.3)	p. 112	(319,558,110)	(317,414,580)	(314,601,906)	(288,328,057)	(249,387,659)
20	Accum Misc Operating Provisions (Acct 228.4)	p. 112	(209,920,922)	(126,920,032)	(120,561,389)	(112,648,855)	(89,079,873)
21	Asset Retirement Obligations (Acct 230)	p. 112	(99,212,577)	(89,039,536)	(104,935,733)	(94,708,077)	(173,970,921)
22	Customer Advances for Construction (Acct 252)	p. 113	(74,520,744)	(69,659,709)	(60,282,885)	(70,836,167)	(64,299,068)
23	Accumulated Deferred ITC's (Acct 255)	p. 113	(24,000,597)	(26,314,193)	(28,965,908)	(31,714,677)	(34,532,793)
24	Accumulated Deferred Income Taxes (Accts 281 - 283)	p. 113	(4,597,331,987)	(4,299,915,834)	(3,578,903,968)	(3,056,518,743)	(2,730,923,946)
25	Remove Accum Def Taxes on Like-Kind Exchange	(c)	320,647,376	333,929,822	343,784,338	356,260,813	368,737,288
26	Net Rate Base (Unadjusted)	(a)	$ 9,307,933,478	$ 9,237,011,877	$ 8,686,570,676 (a)	$ 8,676,676,133 (a)	$ 8,556,418,601 (a)

Notes:
(a) Amounts based on FERC Form 1 reported data and do not reflect all rate making adjustments necessary for establishing a jurisdictional revenue requirement.
(b) Excludes goodwill (Plant Acquisition Adjs - Accts 114 and 115) and CWIP (Acct 107).
(c) See Schedule B-9.

Fitch Affirms Ratings of Exelon Following Merger

Ratings Endorsement Policy

12 Mar 2012 4:24 PM (EDT)

Fitch Ratings-New York-12 March 2012: Fitch Ratings has affirmed the Issuer Default Ratings (IDR) and instrument ratings of Exelon Corp. (EXC) and each of its existing operating subsidiaries, including the newly acquired Baltimore Gas and Electric Co. (BG&E). The rating affirmations follow the closing of the merger between EXC and Constellation Energy Group, Inc. (CEG).

Fitch also upgraded the ratings of CEG's outstanding senior unsecured debt to 'BBB+' from 'BBB-' and junior subordinated notes to 'BBB-' from 'BB'. The CEG upgrade reflects the assumption of CEG's publicly traded debt and bank credit facility following an internal restructuring that includes an upstream merger of CEG with and into EXC. Consequently, EXC will be responsible for CEG's debt obligations. The restructuring is expected immediately after the merger. CEG's 'BBB-' long-term IDR, short-term 'F3' IDR and 'F3' commercial paper ratings are withdrawn. The Rating Outlook for all entities is Stable. See the full list of rating actions at the end of this release.

Rating Drivers

Financial position: Fitch expects EXC's post-merger consolidated financial position to remain solid and only moderately weaker than Fitch's previous expectation of EXC's standalone credit profile. On a pro forma basis as of Dec. 31, 2011, Fitch calculates EBITDA/interest and Debt/EBITDA of the combined entity were 6.7 times (x) and 2.6x, respectively. In 2012 those ratios are expected by Fitch to approximate 6.0x and 2.75x.

Risk Profile: EXC's post-merger business risk profile is unchanged, with regulated earnings contributing nearly half of projected 2012 EBITDA on either a standalone or a combined basis. Moreover, the addition of CEG's retail energy business should lower liquidity requirements. By matching EXC's long generation position and CEG's load-serving retail business, Fitch anticipates net margin postings will decline.

The addition of CEG's retail energy business complements the cash flow profile of EXC's wholesale generation business; high wholesale power prices result in wider margins and greater cash flow for the larger generation segment and compressed margins for the retail segment and vice versa.

The post-merger credit profile of EXC's wholesale generation subsidiary, Exelon Generation Company, LLC (Exgen), is expected by Fitch to remain strong. Including the debt to be assumed by EXC, which Fitch expects will ultimately be refinanced at Exgen, debt and leverage measures will weaken from historical levels, but remain supportive of the existing ratings due to the headroom provided by Exgen's currently low leverage and strong interest coverage measures.

Going forward, Exgen's credit measures will be pressured by Fitch's expectation that power prices will remain low for the next several years and by a large capital spending program. A significant portion of the planned expenditures are discretionary. Ultimately, credit quality

measures and ratings will depend on the level of capital investment and financing plan. Fitch expects a portion of the proceeds from asset sales required by the Federal Energy Regulatory Commission (FERC) as a condition of the merger will be applied to debt reduction.

The ratings of regulated subsidiaries Commonwealth Edison Company, PECO Energy Company and Baltimore Gas and Electric Company are unaffected by the proposed merger.

The combined company will have increased scale, with approximately 34,390 megawatts (MWs) of generating capacity (of which 18,967 MWs would be nuclear), three regulated electric utilities serving 7.8 million customers in three states (Illinois, Pennsylvania and Maryland,)and a national footprint serving retail and wholesale load.

Fitch has upgraded the following ratings with a Stable Outlook:

Constellation Energy Group
--Senior unsecured debt to 'BBB+' from 'BBB-';
--Junior subordinated notes to 'BBB-' from 'BB'.

Fitch has affirmed the following ratings with a Stable Outlook:

Exelon Corp.
--IDR at 'BBB+';
--Senior unsecured debt at 'BBB+';
--Commercial paper at 'F2';
--Short-term IDR at 'F2'.

Exelon Generation Co., LLC
--IDR at 'BBB+';
--Senior unsecured debt at 'BBB+';
--Commercial paper at 'F2';
--Short-term IDR at 'F2'.

Commonwealth Edison Company
--IDR at 'BBB-;
--First mortgage bonds at 'BBB+';
--Senior unsecured debt at 'BBB';
--Preferred stock to at 'BB+';
--Short-term IDR at 'F3';
--Commercial paper at 'F3'.

ComEd Financing Trust III
--Preferred stock at 'BB+'.

PECO Energy Co.
--IDR at 'BBB+';
--First mortgage bonds at 'A';

--Secured pollution control bonds at 'A';
--Senior unsecured debt at 'A-';
--Preferred stock at 'BBB';
--Commercial paper 'F2';
--Short-term IDR at 'F2'.

PECO Energy Capital Trust III
--Preferred stock at 'BBB'.

PECO Energy Capital Trust IV
--Preferred stock at 'BBB'.

Baltimore Gas and Electric Company
--IDR at 'BBB;
--First mortgage bonds at 'A-';
--Senior unsecured debt at 'BBB+';
--Pollution control bonds at 'BBB+';
--Preferred stock to at 'BBB-';
--Short-term IDR at 'F2';
--Commercial paper at 'F2'.

BGE Capital Trust II
--Preferred stock at 'BBB-'.

Fitch has withdrawn the following ratings:

Constellation Energy Group
--IDR of 'BBB-';
--Commercial paper rating of 'F3';
--Short-term IDR of 'F3'.

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Additional information is available at 'www.fitchratings.com'. The ratings above were solicited by, or on behalf of, the issuer, and therefore, Fitch has been compensated for the provision of the ratings.

Applicable Criteria and Related Research:

--'Corporate Rating Methodology' (Aug. 12, 2011);
--'Parent and Subsidiary Rating Linkage' (Aug. 12, 2011)
--'Recovery Ratings and Notching Criteria for Utilities' (Aug. 12, 2011);
--'Rating North American Utilities, Power, Gas and Water Companies' (May 16, 2011).

Applicable Criteria and Related Research:
Rating North American Utilities, Power, Gas, and Water Companies
Recovery Ratings and Notching Criteria for Utilities
Parent and Subsidiary Rating Linkage
Corporate Rating Methodology

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