

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, DC 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

August 10, 2012

Date of Report (Date of earliest event reported)

Commission File Number	Exact Name of Registrant as Specified in Its Charter; State of Incorporation; Address of Principal Executive Offices; and Telephone Number	IRS Employer Identification Number
1-16169	EXELON CORPORATION (a Pennsylvania corporation) 10 South Dearborn Street P.O. Box 805379 Chicago, Illinois 60680-5379 (312) 394-7398	23-2990190
333-85496	EXELON GENERATION COMPANY, LLC (a Pennsylvania limited liability company) 300 Exelon Way Kennett Square, Pennsylvania 19348-2473 (610) 765-5959	23-3064219
000-16844	PECO ENERGY COMPANY (a Pennsylvania corporation) P.O. Box 8699 2301 Market Street Philadelphia, Pennsylvania 19101-8699 (215) 841-4000	23-0970240
1-1910	BALTIMORE GAS AND ELECTRIC COMPANY (a Maryland corporation) 2 Center Plaza 110 West Fayette Street Baltimore, Maryland 21201 (410) 234-5000	52-0280210

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry into a Material Definitive Agreement

On August 10, 2012, Exelon Corporation, Exelon Generation Company, LLC, PECO Energy Company and Baltimore Gas and Electric Company (collectively, the Registrants) entered into amendments (the Amendments) to each of their respective syndicated revolving credit facilities, which extended the maturity of each of the facilities to August 10, 2017 and updated the credit ratings-based pricing grids used to determine the facility fee and interest rates for borrowings under each facility.

Additionally, in connection with the Amendments, Exelon Corporation (as successor to Constellation Energy Group) entered into an amendment to the Amended and Restated Credit Agreement dated March 12, 2012, which changed the maturity date to December 31, 2012.

The description of the Amendments set forth above is not complete and is qualified in its entirety by reference to the Amendments, copies of which are attached as exhibits 99.1, 99.2, 99.3, 99.4 and 99.5, respectively, which are incorporated herein by reference.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant

The information set forth in Item 1.01 is incorporated by reference to this item 2.03.

Item 9.01 Financial Statements and Exhibits

<u>Exhibit No.</u>	<u>Description</u>
99.1	Amendment No. 2 to Credit Agreement dated as of March 23, 2011 among Exelon Corporation, as Borrower, the various financial institutions named therein, as Lenders, and JPMorgan Chase Bank, N.A., as Administrative Agent
99.2	Amendment No. 2 to Credit Agreement dated as of March 23, 2011 among Exelon Generation Company, LLC, as Borrower, the various financial institutions named therein, as Lenders, and JPMorgan Chase Bank, N.A., as Administrative Agent
99.3	Amendment No. 1 to Credit Agreement dated as of March 23, 2011, among PECO Energy Company, as Borrower, the various financial institutions named therein, as Lenders, and JPMorgan Chase Bank, N.A., as Administrative Agent
99.4	Amendment No. 1 to Credit Agreement dated as of March 23, 2011, among Baltimore Gas and Electric Company, as Borrower, the various financial institutions named therein, as Lenders, and The Royal Bank of Scotland plc, as Administrative Agent
99.5	Amendment to Amended and Restated Credit Agreement dated as of March 12, 2012 among Exelon Corporation as Borrower, the various financial institutions named therein, as Lenders, and Bank of America, N.A., as Administrative Agent

* * * * *

This combined Form 8-K is being furnished separately by Exelon Corporation (Exelon), Exelon Generation Company, LLC, PECO Energy Company, and Baltimore Gas and Electric Company (Registrants). Information contained herein relating to any individual Registrant has been furnished by such Registrant on its own behalf. No Registrant makes any representation as to information relating to any other Registrant.

This Current Report includes forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 that are subject to risks and uncertainties. The factors that could cause actual results to differ materially from these forward-looking statements include those discussed herein as well as those discussed in (1) Exelon's 2011 Annual Report on Form 10-K in (a) ITEM 1A. Risk Factors, (b) ITEM 7. Management's Discussion and Analysis of Financial Condition and Results of Operations and (c) ITEM 8. Financial Statements and Supplementary Data: Note 18; (2) Constellation Energy Group's 2011 Annual Report on Form 10-K in (a) ITEM 1A. Risk Factors, (b) ITEM 7. Management's Discussion and Analysis of Financial Condition and Results of Operations and (c) ITEM 8. Financial Statements and

Supplementary Data: Note 12; (3) the Registrant's Second Quarter 2012 Quarterly Report on Form 10-Q in (a) Part II, Other Information, ITEM 1A. Risk Factors and (b) Part I, Financial Information, ITEM 1. Financial Statements: Note 16; and (4) other factors discussed in filings with the SEC by the Registrants. Readers are cautioned not to place undue reliance on these forward-looking statements, which apply only as of the date of this Current Report. None of the Registrants undertakes any obligation to publicly release any revision to its forward-looking statements to reflect events or circumstances after the date of this Current Report.

AMENDMENT NO. 2 TO CREDIT AGREEMENT

This Amendment No. 2 to Credit Agreement (this "Amendment") is entered into as of August 10, 2012 by and among Exelon Corporation (the "Borrower"), JPMorgan Chase Bank, N.A., individually and as administrative agent (the "Administrative Agent"), and the other financial institutions signatory hereto (the "Lenders").

RECITALS

A. The Borrower, the Administrative Agent and the Lenders are party to that certain Credit Agreement dated as of March 23, 2011 (as amended, restated or otherwise modified from time to time, the "Credit Agreement"). Unless otherwise specified herein, capitalized terms used in this Amendment shall have the meanings ascribed to them by the Credit Agreement.

B. The Borrower, the Administrative Agent and the undersigned Lenders wish to amend the Credit Agreement on the terms and conditions set forth below.

Now, therefore, in consideration of the mutual execution hereof and other good and valuable consideration, the parties hereto agree as follows:

1. Amendments. Upon the "Second Amendment Effective Date" (as defined below), the Credit Agreement shall be amended as follows:

(a) Amendment to Definitions. Section 1.01 is hereby amended by amending and restating the following defined terms in their entirety to read as follows:

"LC Issuer" means each of JPMCB, Bank of America, N.A., Barclays Bank PLC, The Royal Bank of Scotland plc, BNP Paribas, Citibank, N.A., The Bank of Nova Scotia, The Bank of Tokyo-Mitsubishi UFJ, Ltd. and Wells Fargo Bank, N.A. and any other Lender that, with the consent of the Borrower and the Administrative Agent, agrees to issue Facility LCs hereunder, in each case in its capacity as the issuer of the applicable Facility LCs.

"Termination Date" means, for any Lender, the earlier of (i) August 10, 2017 (subject to extension as provided in Section 2.17) or (ii) the date on which such Lender's Commitment is terminated or reduced to zero in accordance with the terms hereof.

(b) Amendment to Section 5.01(a)(vii). Section 5.01(a)(vii) of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

(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

(c) Amendment to Section 8.01. Section 8.01 of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

Subject to Section 2.19, 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: (a) increase or extend the Commitment of any Lender, without the written consent of such Lender, (b) reduce the principal of, or rate of interest on, any Advance, any Reimbursement Obligation or any fees payable hereunder, without the written consent of each Lender directly affected thereby, (c) postpone any date fixed for any payment of principal of, or interest on, any Advance, any Reimbursement Obligation or any fees payable hereunder, without the written consent of each Lender directly affected thereby, (d) 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 or the definition of "Majority Lenders", without the written consent of each Lender, (e) amend this Section 8.01, without the written consent of each Lender or (f) waive or amend any provision regarding pro rata sharing or otherwise relates to the distribution of payments among Lenders, without the written consent of each Lender; provided, further, that (i) no amendment, waiver or consent shall, unless in writing and signed by the Administrative Agent, in addition to the Lenders required above to take such action, affect the rights or duties of the Administrative Agent under this Agreement; (ii) no amendment, waiver or consent shall, unless in writing and signed by each LC Issuer, in addition to the Lenders required above to take such action, affect the rights or duties of such LC Issuer under this Agreement; and (iii) no amendment, waiver or consent shall amend, modify or waive Section 2.19 without the prior written consent of the Administrative Agent and each LC Issuer.

(d) Amendment to Section 8.02. The first sentence of Section 8.02 of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

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, 54th Floor, Chicago, IL 60603, Attention: Chief Financial Officer, facsimile: 312-394-5443; if to any Lender, at its Domestic Lending Office specified in its Administrative Questionnaire or in the Assignment and Assumption pursuant to which it became a Lender; and if to the Administrative Agent, at its address at 1111 Fannin St., 10th Floor, Houston, TX 77002, Attention: Brenda Alleyne, facsimile: (713) 750-2666 or, as to each party, at such other address as shall be designated by such party in a written notice to the other parties.

(e) Amendment to Schedule I. Schedule I to the Credit Agreement is hereby amended and restated in its entirety as set forth on Schedule I attached hereto.

(f) Amendment to Schedule II. Schedule II to the Credit Agreement is hereby amended with respect to the Commitments as set forth on Schedule II attached hereto. The Lenders hereby agree among themselves (and Borrower hereby consents to such agreement) that, concurrently with the Second Amendment Effective Date, there shall be deemed to have occurred, to the extent necessary, assignments and assumptions with respect to the Commitments (and any Advances thereunder), and the other rights and obligations under the Credit Agreement such that, after

giving effect to such assignments and assumptions and the transactions contemplated by this Amendment, the Commitments of each of the Lenders are as set forth on Schedule II attached hereto, and the Lenders hereby make such assignments and assumptions to the extent necessary.

2. Representations and Warranties of the Borrower. The Borrower represents and warrants that:

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

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

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

(d) Each of the representations and warranties contained in the Credit Agreement is true and correct on and as of the date hereof as if made on the date hereof.

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

3. Effectiveness. This Amendment shall become effective as of the date first set forth above (the "Second Amendment Effective Date") upon satisfaction of the following conditions precedent:

(a) The Administrative Agent shall have received (i) a counterpart of this Amendment signed on behalf of the Borrower and each of the Lenders or (ii) written evidence (which may include facsimile or other electronic transmission of a signed signature page of this Amendment) that each of the Borrower and the Lenders has signed a counterpart of this Amendment.

(b) The Administrative Agent shall have received 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 Amendment and of all documents evidencing other necessary organizational action of the Borrower with respect to this Amendment and the documents contemplated hereby;

- (ii) A certificate of the secretary or an assistant secretary of the Borrower certifying (A) the names and true signatures of the officers of the Borrower authorized to sign this Amendment 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 Amendment and the documents contemplated hereby; and
- (iii) A favorable opinion of Ballard Spahr LLP, counsel for the Borrower, in form and substance reasonably acceptable to the Administrative Agent.

(c) The Administrative Agent shall have received evidence, satisfactory to the Administrative Agent, that the Borrower has paid all fees and, to the extent billed, expenses payable by the Borrower hereunder on the Second Amendment Effective Date (including amounts then payable to the Agents or their affiliates acting as arrangers in connection with this Amendment).

(d) The Administrative Agent shall have received (i) evidence of the effectiveness of an amendment to that certain Credit Agreement, dated as of October 15, 2010 (as amended), among Exelon Corporation, as successor by merger to Constellation Energy Group, Inc. ("CEG Borrower"), the lenders parties thereto and Bank of America, N.A., as administrative agent, pursuant to which the maturity date thereunder has been shortened to December 31, 2012 or (ii) reasonably satisfactory evidence that the CEG Borrower has submitted irrevocable notice in accordance with such credit agreement sufficient to terminate all commitments and pay all amounts outstanding thereunder on or prior to December 31, 2012.

(e) The representations and warranties set forth in Section 2 hereof are true and correct.

4. Reference to and Effect Upon the Credit Agreement.

(a) Except as specifically amended and supplemented hereby, the Credit Agreement shall remain in full force and effect to the extent in effect immediately prior to this Amendment and is hereby ratified and confirmed.

(b) The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of the Administrative Agent, the Borrower or any Lender under the Credit Agreement, nor constitute a waiver of any provision of the Credit Agreement, except as specifically set forth herein. Upon the effectiveness of this Amendment, each reference in the Credit Agreement to "this Agreement", "hereunder", "hereof", "herein" or words of similar import shall mean and be a reference to the Credit Agreement as amended and supplemented hereby.

(c) The provisions set forth in Sections 8.04, 8.09, 8.10 and 8.13 of the Credit Agreement are hereby incorporated into this Amendment mutatis mutandis.

5. Costs and Expenses. The Borrower hereby affirms its obligation under Section 8.04 of the Credit Agreement to reimburse the Administrative Agent for all reasonable out-of-pocket expenses incurred by the Administrative Agent in connection with the preparation, negotiation, execution and delivery of this Amendment, including but not limited to the reasonable fees, charges and disbursements of attorneys for the Administrative Agent with respect thereto.

6. Governing Law. **THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA.**

7. Counterparts. This Amendment 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 Amendment. Delivery of an executed counterpart hereof, or a signature page hereto, by facsimile or other electronic transmittal shall be effective as delivery of a manually executed counterpart of this Amendment.

8. Successors and Assigns. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to Credit Agreement as of the date first above written.

EXELON CORPORATION

By: /s/ JONATHAN W. THAYER

Name: Jonathan W. Thayer

Title: Executive Vice President and Chief Financial Officer

[Signature Page to Amendment No. 2 to Credit Agreement (Exelon)]

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

By: /s/ JUAN JAVELLANA

Name: Juan Javellana

Title: Executive Director

[Signature Page to Amendment No. 2 to Credit Agreement (Exelon)]

By: /s/ MICHAEL MASON
Name: Michael Mason
Title: Director

[Signature Page to Amendment No. 2 to Credit Agreement (Exelon)]

BARCLAYS BANK PLC. as a Lender

By: /s/ ANN E. SUTTON

Name: Ann E. Sutton

Title: Director

[Signature Page to Amendment No. 2 to Credit Agreement (Exelon)]

The Royal Bank of Scotland plc, as an LC Issuer and as a Lender

By: /s/ ANDREW N. TAYLOR

Name: Andrew N. Taylor

Title: Vice President

[Signature Page to Amendment No. 2 to Credit Agreement (Exelon)]

By: /s/ NICHOLAS R. BATTISTA

Name: Nicholas R. Battista

Title: Director

[Signature Page to Amendment No. 2 to Credit Agreement (Exelon)]

BNP Paribas, as a Lender

By: /s/ CHRISTOPHER SKED

Name: CHRISTOPHER SKED

Title: Director

By: /s/ NICOLE MITCHELL

Name: Nicole Mitchell

Title: Vice President

[Signature Page to Amendment No. 2 to Credit Agreement (Exelon)]

By: /s/ ANITA J. BRICKELL

Name: Anita J. Brickell

Title: Vice President

[Signature Page to Amendment No. 2 to Credit Agreement (Exelon)]

THE BANK OF NOVA SCOTIA, as an LC Issuer and a
Lender

By: /s/ THANE RATTEW

Name: Thane Rattew

Title: Managing Director

[Signature Page to Amendment No. 2 to Credit Agreement (Exelon)]

By: /s/ SHAWN YOUNG

Name: Shawn Young

Title: Director

[Signature Page to Amendment No. 2 to Credit Agreement (Exelon)]

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as a
Lender

By: /s/ ARI BRUGER

Name: Ari Bruger

Title: Vice President

By: /s/ RAHUL PARMAR

Name: Rahul Parmar

Title: Associate

[Signature Page to Amendment No. 2 to Credit Agreement (Exelon)]

By: /s/ MARK WALTON

Name: Mark Walton

Title: Authorized Signatory

[Signature Page to Amendment No. 2 to Credit Agreement (Exelon)]

By: /s/ RAYMOND VENTURA

Name: Raymond Ventura

Title: Deputy General Manager

[Signature Page to Amendment No. 2 to Credit Agreement (Exelon)]

By: /s/ KELLY CHIN

Name: KELLY CHIN

Title: AUTHORIZED SIGNATORY

[Signature Page to Amendment No. 2 to Credit Agreement (Exelon)]

By: /s/ KYLE E. HOFFMAN

Name: Kyle E. Hoffman

Title: Authorized Signatory

[Signature Page to Amendment No. 2 to Credit Agreement (Exelon)]

By: /s/ ERIC J. COSGROVE

Name: Eric J. Cosgrove

Title: Vice President

[Signature Page to Amendment No. 2 to Credit Agreement (Exelon)]

UBS AG, STAMFORD BRANCH, as a Lender

By: /s/ MARY E. EVANS

Name: Mary E. Evans

Title: Associate Director

By: /s/ JOSELIN FERNANDES

Name: Joselin Fernandes

Title: Associate Director

[Signature Page to Amendment No. 2 to Credit Agreement (Exelon)]

THE BANK OF NEW YORK MELLON, as a Lender

By: /s/ RICHARD K. FRONAPFEL, JR.

Name: Richard K. Fronapfel, Jr.

Title: Vice President

[Signature Page to Amendment No. 2 to Credit Agreement (Exelon)]

The Northern Trust Company, as a Lender

By: /s/ JOHN LASCODY

Name: John Lascody

Title: Vice President

[Signature Page to Amendment No. 2 to Credit Agreement (Exelon)]

**CANADIAN IMPERIAL BANK OF COMMERCE, NEW
YORK AGENCY,**
as a Lender

By: /s/ ROB MUSTARD

Name: Rob Mustard
Title: Managing Director
Authorized Signatory

By: /s/ DARREL HO

Name: Darrel Ho
Title: Executive Director
Authorized Signatory

[Signature Page to Amendment No. 2 to Credit Agreement (Exelon)]

KeyBank National Association, as a Lender

By: /s/ SHERRIE I. MANSON

Name: Sherrie I. Manson

Title: Senior Vice President

[Signature Page to Amendment No. 2 to Credit Agreement (Exelon)]

PNC BANK, NATIONAL ASSOCIATION,
as a Lender

By: /s/ JON R. HINARD

Name: Jon R. Hinard

Title: Senior Vice President

[Signature Page to Amendment No. 2 to Credit Agreement (Exelon)]

**CREDIT AGRICOLE CORPORATE AND INVESTMENT
BANK, as a Lender**

By: /s/ DARRELL STANLEY

Name: Darrel Stanley

Title: Managing Director

By: /s/ SHARADA MANNE

Name: Sharada Manne

Title: Managing Director

[Signature Page to Amendment No. 2 to Credit Agreement (Exelon)]

MANUFACTURERS TRADERS AND TRUST COMPANY,
as a Lender

By: /s/ RAMAL MORELAND

Name: Ramal Moreland

Title: Officer

[Signature Page to Amendment No. 2 to Credit Agreement (Exelon)]

TD BANK, N.A., as a Lender

By: /s/ DAVID PERLMAN

Name: David Perlman

Title: Senior Vice President

[Signature Page to Amendment No. 2 to Credit Agreement (Exelon)]

SUMITOMO MITSUI BANKING CORPORATION, as a
Lender

By: /s/ YASUHIRO SHIRAI

Name: Yasuhiro Shirai

Title: Managing Director

[Signature Page to Amendment No. 2 to Credit Agreement (Exelon)]

By: /s/ LORI CUMMINS-MEYER

Name: Lori Cummins-Meyer

Title: Vice President

[Signature Page to Amendment No. 2 to Credit Agreement (Exelon)]

SCHEDULE I
PRICING SCHEDULE

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

Pricing Level	Debt Rating S&P/Moody's/Fitch	Applicable Margin for Eurodollar Advances and LC Fee Rate	Applicable Margin for Base Rate Advances	Facility Fee Rate
I	> A/A2/A	0.900%	0.000%	0.100%
II	A-/A3/A-	1.000%	0.000%	0.125%
III	BBB+/Baa1/BBB+	1.075%	0.075%	0.175%
IV	BBB/Baa2/BBB	1.275%	0.275%	0.225%
V	BBB-/Baa3/BBB-	1.475%	0.475%	0.275%
VI	< BB+/Ba1/BB+	1.650%	0.650%	0.350%

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

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

<u>Lender</u>	<u>Commitment</u>
JPMorgan Chase Bank, N.A.	\$27,928,571.43
The Royal Bank of Scotland plc	\$27,928,571.43
Bank of America, N.A.	\$27,928,571.43
Barclays Bank PLC	\$27,928,571.43
Citibank, N.A.	\$27,928,571.43
BNP Paribas	\$27,928,571.43
The Bank of Nova Scotia	\$27,928,571.43
The Bank of Tokyo-Mitsubishi UFJ, Ltd.	\$27,928,571.43
Wells Fargo Bank, N.A.	\$27,928,571.43
Credit Suisse AG, Cayman Islands Branch	\$22,428,571.43
Goldman Sachs Bank USA	\$22,428,571.43
Mizuho Corporate Bank, Ltd.	\$22,428,571.43
Morgan Stanley Bank, N.A.	\$26,428,571.43
Royal Bank of Canada	\$22,428,571.43
UBS Loan Finance LLC	\$22,428,571.43
U.S. Bank National Association	\$18,428,571.38
PNC Bank, National Association	\$11,928,571.44
Credit Agricole Corporate and Investment Bank	\$11,607,142.86
Sumitomo Mitsui Banking Corporation	\$11,607,142.86
Canadian Imperial Bank of Commerce, New York Agency	\$11,607,142.86
TD Bank, N.A.	\$10,714,285.71
The Bank of New York Mellon	\$8,357,142.86
Manufacturers Traders and Trust Company	\$8,357,142.86
The Northern Trust Company	\$8,357,142.86
KeyBank National Association	\$8,035,714.29
The Huntington National Bank	\$1,071,428.57

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RECITALS

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Now, therefore, in consideration of the mutual execution hereof and other good and valuable consideration, the parties hereto agree as follows:

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"Termination Date" means, for any Lender, the earlier of (i) August 10, 2017 (subject to extension as provided in Section 2.17) or (ii) the date on which such Lender's Commitment is terminated or reduced to zero in accordance with the terms hereof.

(b) Amendment to Section 5.01(a)(vii). Section 5.01(a)(vii) of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

(vii) use the proceeds of the Advances for general limited liability company or 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

(c) Amendment to Section 8.01. Section 8.01 of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

Subject to Section 2.19, 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: (a) increase or extend the Commitment of any Lender, without the written consent of such Lender, (b) reduce the principal of, or rate of interest on, any Advance, any Reimbursement Obligation or any fees payable hereunder, without the written consent of each Lender directly affected thereby, (c) postpone any date fixed for any payment of principal of, or interest on, any Advance, any Reimbursement Obligation or any fees payable hereunder, without the written consent of each Lender directly affected thereby, (d) 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 or the definition of "Majority Lenders", without the written consent of each Lender, (e) amend this Section 8.01, without the written consent of each Lender or (f) waive or amend any provision regarding pro rata sharing or otherwise relates to the distribution of payments among Lenders, without the written consent of each Lender; provided, further, that (i) no amendment, waiver or consent shall, unless in writing and signed by the Administrative Agent, in addition to the Lenders required above to take such action, affect the rights or duties of the Administrative Agent under this Agreement; (ii) no amendment, waiver or consent shall, unless in writing and signed by each LC Issuer, in addition to the Lenders required above to take such action, affect the rights or duties of such LC Issuer under this Agreement; and (iii) no amendment, waiver or consent shall amend, modify or waive Section 2.19 without the prior written consent of the Administrative Agent and each LC Issuer.

(d) Amendment to Section 8.02. The first sentence of Section 8.02 of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

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, 54th Floor, Chicago, IL 60603, Attention: Chief Financial Officer, facsimile: 312-394-5443; if to any Lender, at its Domestic Lending Office specified in its Administrative Questionnaire or in the Assignment and Assumption pursuant to which it became a Lender; and if to the Administrative Agent, at its address at 1111 Fannin St., 10th Floor, Houston, TX 77002, Attention: Brenda Alleyne, facsimile: (713) 750-2666 or, as to each party, at such other address as shall be designated by such party in a written notice to the other parties.

(e) Amendment to Schedule I. Schedule I to the Credit Agreement is hereby amended and restated in its entirety as set forth on Schedule I attached hereto.

(f) Amendment to Schedule II. Schedule II to the Credit Agreement is hereby amended with respect to the Commitments as set forth on Schedule II attached hereto. The Lenders hereby agree among themselves (and Borrower hereby consents to such agreement) that, concurrently with the Second Amendment Effective Date, there shall be deemed to have occurred, to the extent necessary, assignments and assumptions with respect to the Commitments (and any Advances thereunder), and the other rights and obligations under the Credit Agreement such that, after

giving effect to such assignments and assumptions and the transactions contemplated by this Amendment, the Commitments of each of the Lenders are as set forth on Schedule II attached hereto, and the Lenders hereby make such assignments and assumptions to the extent necessary.

2. Representations and Warranties of the Borrower. The Borrower represents and warrants that:

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

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

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

(d) Each of the representations and warranties contained in the Credit Agreement is true and correct on and as of the date hereof as if made on the date hereof.

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

3. Effectiveness. This Amendment shall become effective as of the date first set forth above (the "Second Amendment Effective Date") upon satisfaction of the following conditions precedent:

(a) The Administrative Agent shall have received (i) a counterpart of this Amendment signed on behalf of the Borrower and each of the Lenders or (ii) written evidence (which may include facsimile or other electronic transmission of a signed signature page of this Amendment) that each of the Borrower and the Lenders has signed a counterpart of this Amendment.

(b) The Administrative Agent shall have received 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 Amendment and of all documents evidencing other necessary organizational action of the Borrower with respect to this Amendment and the documents contemplated hereby;

- (ii) A certificate of the secretary or an assistant secretary of the Borrower certifying (A) the names and true signatures of the officers of the Borrower authorized to sign this Amendment 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 Amendment and the documents contemplated hereby; and
- (iii) A favorable opinion of Ballard Spahr LLP, counsel for the Borrower, in form and substance reasonably acceptable to the Administrative Agent.

(c) The Administrative Agent shall have received evidence, satisfactory to the Administrative Agent, that the Borrower has paid all fees and, to the extent billed, expenses payable by the Borrower hereunder on the Second Amendment Effective Date (including amounts then payable to the Agents or their affiliates acting as arrangers in connection with this Amendment).

(d) The Administrative Agent shall have received (i) evidence of the effectiveness of an amendment to that certain Credit Agreement, dated as of October 15, 2010 (as amended), among Exelon Corporation, as successor by merger to Constellation Energy Group, Inc. ("CEG Borrower"), the lenders parties thereto and Bank of America, N.A., as administrative agent, pursuant to which the maturity date thereunder has been shortened to December 31, 2012 or (ii) reasonably satisfactory evidence that the CEG Borrower has submitted irrevocable notice in accordance with such credit agreement sufficient to terminate all commitments and pay all amounts outstanding thereunder on or prior to December 31, 2012.

(e) The representations and warranties set forth in Section 2 hereof are true and correct.

4. Reference to and Effect Upon the Credit Agreement.

(a) Except as specifically amended and supplemented hereby, the Credit Agreement shall remain in full force and effect to the extent in effect immediately prior to this Amendment and is hereby ratified and confirmed.

(b) The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of the Administrative Agent, the Borrower or any Lender under the Credit Agreement, nor constitute a waiver of any provision of the Credit Agreement, except as specifically set forth herein. Upon the effectiveness of this Amendment, each reference in the Credit Agreement to "this Agreement", "hereunder", "hereof", "herein" or words of similar import shall mean and be a reference to the Credit Agreement as amended and supplemented hereby.

(c) The provisions set forth in Sections 8.04, 8.09, 8.10 and 8.13 of the Credit Agreement are hereby incorporated into this Amendment mutatis mutandis.

5. Costs and Expenses. The Borrower hereby affirms its obligation under Section 8.04 of the Credit Agreement to reimburse the Administrative Agent for all reasonable out-of-pocket expenses incurred by the Administrative Agent in connection with the preparation, negotiation, execution and delivery of this Amendment, including but not limited to the reasonable fees, charges and disbursements of attorneys for the Administrative Agent with respect thereto.

6. Governing Law. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA.

7. Counterparts. This Amendment 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 Amendment. Delivery of an executed counterpart hereof, or a signature page hereto, by facsimile or other electronic transmittal shall be effective as delivery of a manually executed counterpart of this Amendment.

8. Successors and Assigns. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to Credit Agreement as of the date first above written.

EXELON GENERATION COMPANY, LLC

By: /s/ ANDREW L. GOOD

Name: Andrew L. Good

Title: Chief Financial Officer

[Signature Page to Amendment No. 2 to Credit Agreement (GENCO)]

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

By: /s/ JUAN JAVELLANA

Name: Juan Javellana

Title: Executive Director

[Signature Page to Amendment No. 2 to Credit Agreement (GENCO)]

By: /s/ MICHAEL MASON

Name: Michael Mason

Title: Director

[Signature Page to Amendment No. 2 to Credit Agreement (GENCO)]

BARCLAYS BANK PLC, as a Lender

By: /s/ ANN E. SUTTON

Name: Ann E. Sutton

Title: Director

[Signature Page to Amendment No. 2 to Credit Agreement (GENCO)]

The Royal Bank of Scotland plc, as an LC Issuer and as a Lender

By: /s/ ANDREW N. TAYLOR

Name: Andrew N. Taylor

Title: Vice President

[Signature Page to Amendment No. 2 to Credit Agreement (GENCO)]

By: /s/ NICHOLAS R. BATTISTA

Name: Nicholas R. Battista

Title: Director

[Signature Page to Amendment No. 2 to Credit Agreement (GENCO)]

BNP Paribas, as a Lender

By: /s/ CHRISTOPHER SKED

Name: CHRISTOPHER SKED

Title: Director

By: /s/ NICOLE MITCHELL

Name: Nicole Mitchell

Title: Vice President

[Signature Page to Amendment No. 2 to Credit Agreement (GENCO)]

By: /s/ ANITA J. BRICKELL

Name: Anita J. Brickell

Title: Vice President

[Signature Page to Amendment No. 2 to Credit Agreement (GENCO)]

THE BANK OF NOVA SCOTIA, as an LC Issuer and a
Lender

By: /s/ THANE RATTEW

Name: Thane Rattew

Title: Managing Director

[Signature Page to Amendment No. 2 to Credit Agreement (GENCO)]

By: /s/ SHAWN YOUNG

Name: Shawn Young

Title: Director

[Signature Page to Amendment No. 2 to Credit Agreement (GENCO)]

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as a
Lender

By: /s/ ARI BRUGER

Name: Ari Bruger

Title: Vice President

By: /s/ RAHUL PARMAR

Name: Rahul Parmar

Title: Associate

[Signature Page to Amendment No. 2 to Credit Agreement (GENCO)]

By: /s/ MARK WALTON
Name: Mark Walton
Title: Authorized Signatory

[Signature Page to Amendment No. 2 to Credit Agreement (GENCO)]

**GOLDMAN SACHS LENDING PARTNERS LLC, as a
Lender**

By: /s/ ROBERT EHUDIN

Name: Robert EHUDIN

Title: Authorized Signatory

[Signature Page to Amendment No. 2 to Credit Agreement (GENCO)]

By: /s/ RAYMOND VENTURA

Name: Raymond Ventura

Title: Deputy General Manager

[Signature Page to Amendment No. 2 to Credit Agreement (GENCO)]

By: /s/ KELLY CHIN

Name: KELLY CHIN

Title: AUTHORIZED SIGNATORY

[Signature Page to Amendment No. 2 to Credit Agreement (GENCO)]

By: /s/ KYLE E. HOFFMAN

Name: Kyle E. Hoffman

Title: Authorized Signatory

[Signature Page to Amendment No. 2 to Credit Agreement (GENCO)]

By: /s/ ERIC J. COSGROVE

Name: Eric J. Cosgrove

Title: Vice President

[Signature Page to Amendment No. 2 to Credit Agreement (GENCO)]

UBS AG, STAMFORD BRANCH, as a Lender

By: /s/ MARY E. EVANS

Name: Mary E. Evans

Title: Associate Director

By: /s/ JOSELIN FERNANDES

Name: Joselin Fernandes

Title: Associate Director

[Signature Page to Amendment No. 2 to Credit Agreement (GENCO)]

By: /s/ RICHARD K. FRONAPFEL, JR.

Name: Richard K. Fronapfel, Jr.

Title: Vice President

[Signature Page to Amendment No. 2 to Credit Agreement (GENCO)]

The Northern Trust Company, as a Lender

By: /s/ JOHN LASCODY

Name: John Lascody

Title: Vice President

[Signature Page to Amendment No. 2 to Credit Agreement (GENCO)]

CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK AGENCY, as a Lender

By: /s/ ROB MUSTARD

Name: Rob Mustard

Title: Managing Director

Authorized Signatory

By: /s/ DARREL HO

Name: Darrel Ho

Title: Executive Director

Authorized Signatory

[Signature Page to Amendment No. 2 to Credit Agreement (GENCO)]

KeyBank National Association, as a Lender

By: /s/ SHERRIE I. MANSON

Name: Sherrie I. Manson

Title: Senior Vice President

[Signature Page to Amendment No. 2 to Credit Agreement (GENCO)]

By: /s/ JON R. HINARD

Name: Jon R. Hinard

Title: Senior Vice President

[Signature Page to Amendment No. 2 to Credit Agreement (GENCO)]

**CREDIT AGRICOLE CORPORATE AND INVESTMENT
BANK, as a Lender**

By: /s/ DARRELL STANLEY

Name: Darrell Stanley

Title: Managing Director

By: /s/ SHARADA MANNE

Name: Sharada Manne

Title: Managing Director

[Signature Page to Amendment No. 2 to Credit Agreement (GENCO)]

MANUFACTURERS TRADERS AND TRUST COMPANY,
as a Lender

By: /s/ RAMAL MORELAND

Name: Ramal Moreland

Title: Officer

[Signature Page to Amendment No. 2 to Credit Agreement (GENCO)]

TD BANK, N.A., as a Lender

By: /s/ DAVID PERLMAN

Name: David Perlman

Title: Senior Vice President

[Signature Page to Amendment No. 2 to Credit Agreement (GENCO)]

SUMITOMO MITSUI BANKING CORPORATION, as a
Lender

By: /s/ YASUHIRO SHIRAI

Name: Yasuhiro Shirai

Title: Managing Director

[Signature Page to Amendment No. 2 to Credit Agreement (GENCO)]

By: /s/ LORI CUMMINS-MEYER

Name: Lori Cummins-Meyer

Title: Vice President

[Signature Page to Amendment No. 2 to Credit Agreement (GENCO)]

SCHEDULE I
PRICING SCHEDULE

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

Pricing Level	Debt Rating S&P/Moody's/Fitch	Applicable Margin for Eurodollar Advances and LC Fee Rate	Applicable Margin for Base Rate Advances	Facility Fee Rate
I	³ A/A2/A	0.900%	0.000%	0.100%
II	A-/A3/A-	1.000%	0.000%	0.125%
III	BBB+/Baa1/BBB+	1.075%	0.075%	0.175%
IV	BBB/Baa2/BBB	1.275%	0.275%	0.225%
V	BBB-/Baa3/BBB-	1.475%	0.475%	0.275%
VI	£ BB+/Ba1/BB+	1.650%	0.650%	0.350%

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

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

<u>Lender</u>	<u>Commitment</u>
JPMorgan Chase Bank, N.A.	\$296,042,857.14
The Royal Bank of Scotland plc	\$296,042,857.14
Bank of America, N.A.	\$296,042,857.14
Barclays Bank PLC	\$296,042,857.14
Citibank, N.A.	\$296,042,857.14
BNP Paribas	\$296,042,857.14
The Bank of Nova Scotia	\$296,042,857.14
The Bank of Tokyo-Mitsubishi UFJ, Ltd.	\$296,042,857.14
Wells Fargo Bank, N.A.	\$296,042,857.14
Credit Suisse AG, Cayman Islands Branch	\$237,742,857.14
Goldman Sachs Bank USA	\$163,500,000.00
Goldman Sachs Lending Partners LLC	\$74,242,857.14
Mizuho Corporate Bank, Ltd.	\$237,742,857.14
Morgan Stanley Bank, N.A.	\$239,742,857.14
Royal Bank of Canada	\$237,742,857.14
UBS Loan Finance LLC	\$237,742,857.14
U.S. Bank National Association	\$235,742,857.14
PNC Bank, National Association	\$126,442,857.16
Credit Agricole Corporate and Investment Bank	\$123,035,714.29
Sumitomo Mitsui Banking Corporation	\$123,035,714.29
Canadian Imperial Bank of Commerce, New York Agency	\$123,035,714.29
TD Bank, N.A.	\$113,571,428.57
The Bank of New York Mellon	\$88,585,714.29
Manufacturers Traders and Trust Company	\$88,585,714.29
The Northern Trust Company	\$88,585,714.29
KeyBank National Association	\$85,178,571.43
The Huntington National Bank	\$11,357,142.86

AMENDMENT NO. 1 TO CREDIT AGREEMENT

This Amendment No. 1 to Credit Agreement (this "Amendment") is entered into as of August 10, 2012 by and among PECO Energy Company (the "Borrower"), JPMorgan Chase Bank, N.A., individually and as administrative agent (the "Administrative Agent"), and the other financial institutions signatory hereto (the "Lenders").

RECITALS

A. The Borrower, the Administrative Agent and the Lenders are party to that certain Credit Agreement dated as of March 23, 2011 (as amended, restated or otherwise modified from time to time, the "Credit Agreement"). Unless otherwise specified herein, capitalized terms used in this Amendment shall have the meanings ascribed to them by the Credit Agreement.

B. The Borrower, the Administrative Agent and the undersigned Lenders wish to amend the Credit Agreement on the terms and conditions set forth below.

Now, therefore, in consideration of the mutual execution hereof and other good and valuable consideration, the parties hereto agree as follows:

1. Amendments. Upon the "First Amendment Effective Date" (as defined below), the Credit Agreement shall be amended as follows:

(a) Amendment to Definitions. Section 1.01 is hereby amended by amending and restating the following defined terms in their entirety to read as follows:

"LC Issuer" means each of JPMCB, Bank of America, N.A., Barclays Bank PLC, The Royal Bank of Scotland plc, BNP Paribas, Citibank, N.A., The Bank of Nova Scotia, The Bank of Tokyo-Mitsubishi UFJ, Ltd. and Wells Fargo Bank, N.A. and any other Lender that, with the consent of the Borrower and the Administrative Agent, agrees to issue Facility LCs hereunder, in each case in its capacity as the issuer of the applicable Facility LCs.

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

"Termination Date" means, for any Lender, the earlier of (i) August 10, 2017 (subject to extension as provided in Section 2.17) or (ii) the date on which such Lender's Commitment is terminated or reduced to zero in accordance with the terms hereof.

(b) Amendment to Section 5.01(a)(vii). Section 5.01(a)(vii) of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

(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

(c) Amendment to Section 8.01. Section 8.01 of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

Subject to Section 2.19, 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: (a) increase or extend the Commitment of any Lender, without the written consent of such Lender, (b) reduce the principal of, or rate of interest on, any Advance, any Reimbursement Obligation or any fees payable hereunder, without the written consent of each Lender directly affected thereby, (c) postpone any date fixed for any payment of principal of, or interest on, any Advance, any Reimbursement Obligation or any fees payable hereunder, without the written consent of each Lender directly affected thereby, (d) 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 or the definition of "Majority Lenders", without the written consent of each Lender, (e) amend this Section 8.01, without the written consent of each Lender or (f) waive or amend any provision regarding pro rata sharing or otherwise relates to the distribution of payments among Lenders, without the written consent of each Lender; provided, further, that (i) no amendment, waiver or consent shall, unless in writing and signed by the Administrative Agent, in addition to the Lenders required above to take such action, affect the rights or duties of the Administrative Agent under this Agreement; (ii) no amendment, waiver or consent shall, unless in writing and signed by each LC Issuer, in addition to the Lenders required above to take such action, affect the rights or duties of such LC Issuer under this Agreement; and (iii) no amendment, waiver or consent shall amend, modify or waive Section 2.19 without the prior written consent of the Administrative Agent and each LC Issuer.

(d) Amendment to Section 8.02. The first sentence of Section 8.02 of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

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, 54th Floor, Chicago, IL 60603, Attention: Chief Financial Officer, facsimile: 312-394-5443; if to any Lender, at its Domestic Lending Office specified in its Administrative Questionnaire or in the Assignment and Assumption pursuant to which it became a Lender; and if to the Administrative Agent, at its address at 1111 Fannin St., 10th Floor, Houston, TX 77002, Attention: Brenda Alleyne, facsimile: (713) 750-2666 or, as to each party, at such other address as shall be designated by such party in a written notice to the other parties.

(e) Amendment to Schedule I. Schedule I to the Credit Agreement is hereby amended and restated in its entirety as set forth on Schedule I attached hereto.

(f) Amendment to Schedule II. Schedule II to the Credit Agreement is hereby amended with respect to the Commitments as set forth on Schedule II attached hereto. The Lenders hereby agree among themselves (and Borrower hereby consents to such agreement) that, concurrently with the First Amendment Effective Date, there shall be deemed to have occurred, to the extent necessary, assignments and assumptions with respect to the Commitments (and any Advances thereunder), and the other rights and obligations under the Credit Agreement such that, after giving effect to such assignments and assumptions and the transactions contemplated by this Amendment, the Commitments of each of the Lenders are as set forth on Schedule II attached hereto, and the Lenders hereby make such assignments and assumptions to the extent necessary.

2. Representations and Warranties of the Borrower. The Borrower represents and warrants that:

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

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

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

(d) Each of the representations and warranties contained in the Credit Agreement is true and correct on and as of the date hereof as if made on the date hereof.

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

3. Effectiveness. This Amendment shall become effective as of the date first set forth above (the "First Amendment Effective Date") upon satisfaction of the following conditions precedent:

(a) The Administrative Agent shall have received (i) a counterpart of this Amendment signed on behalf of the Borrower and each of the Lenders or (ii) written evidence (which may include facsimile or other electronic transmission of a signed signature page of this Amendment) that each of the Borrower and the Lenders has signed a counterpart of this Amendment.

(b) The Administrative Agent shall have received 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 Amendment and of all documents evidencing other necessary organizational action of the Borrower with respect to this Amendment and the documents contemplated hereby;
- (ii) A certificate of the secretary or an assistant secretary of the Borrower certifying (A) the names and true signatures of the officers of the Borrower authorized to sign this Amendment 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 Amendment and the documents contemplated hereby; and
- (iii) A favorable opinion of Ballard Spahr LLP, counsel for the Borrower, in form and substance reasonably acceptable to the Administrative Agent.

(c) The Administrative Agent shall have received evidence, satisfactory to the Administrative Agent, that the Borrower has paid all fees and, to the extent billed, expenses payable by the Borrower hereunder on the First Amendment Effective Date (including amounts then payable to the Agents or their affiliates acting as arrangers in connection with this Amendment).

(d) The Administrative Agent shall have received (i) evidence of the effectiveness of an amendment to that certain Credit Agreement, dated as of October 15, 2010 (as amended), among Exelon Corporation, as successor by merger to Constellation Energy Group, Inc. ("CEG Borrower"), the lenders parties thereto and Bank of America, N.A., as administrative agent, pursuant to which the maturity date thereunder has been shortened to December 31, 2012 or (ii) reasonably satisfactory evidence that the CEG Borrower has submitted irrevocable notice in accordance with such credit agreement sufficient to terminate all commitments and pay all amounts outstanding thereunder on or prior to December 31, 2012.

(e) The representations and warranties set forth in Section 2 hereof are true and correct.

4. Reference to and Effect Upon the Credit Agreement.

(a) Except as specifically amended and supplemented hereby, the Credit Agreement shall remain in full force and effect to the extent in effect immediately prior to this Amendment and is hereby ratified and confirmed.

(b) The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of the Administrative Agent, the Borrower or any Lender under the Credit Agreement, nor constitute a waiver of any provision of the Credit Agreement, except as specifically set forth herein. Upon the effectiveness of this Amendment, each reference in the Credit Agreement to “this Agreement”, “hereunder”, “hereof”, “herein” or words of similar import shall mean and be a reference to the Credit Agreement as amended and supplemented hereby.

(c) The provisions set forth in Sections 8.04, 8.09, 8.10 and 8.13 of the Credit Agreement are hereby incorporated into this Amendment mutatis mutandis.

5. Costs and Expenses. The Borrower hereby affirms its obligation under Section 8.04 of the Credit Agreement to reimburse the Administrative Agent for all reasonable out-of-pocket expenses incurred by the Administrative Agent in connection with the preparation, negotiation, execution and delivery of this Amendment, including but not limited to the reasonable fees, charges and disbursements of attorneys for the Administrative Agent with respect thereto.

6. Governing Law. **THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA.**

7. Counterparts. This Amendment 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 Amendment. Delivery of an executed counterpart hereof, or a signature page hereto, by facsimile or other electronic transmittal shall be effective as delivery of a manually executed counterpart of this Amendment.

8. Successors and Assigns. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to Credit Agreement as of the date first above written.

PECO ENERGY COMPANY

By: /s/ SCOTT BAILEY
Name: Scott Bailey
Title: Vice President and Controller

[Signature Page to Amendment No. 1 to Credit Agreement (PECO)]

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

By: /s/ JUAN JAVELLANA

Name: Juan Javellana

Title: Executive Director

[Signature Page to Amendment No. 1 to Credit Agreement (PECO)]

By: /s/ MICHAEL MASON

Name: Michael Mason

Title: Director

[Signature Page to Amendment No. 1 to Credit Agreement (PECO)]

BARCLAYS BANK PLC, as a Lender

By: /s/ ANN E. SUTTON

Name: Ann E. Sutton

Title: Director

[Signature Page to Amendment No. 1 to Credit Agreement (PECO)]

The Royal Bank of Scotland plc, as an LC Issuer and as a Lender

By: /s/ ANDREW N. TAYLOR

Name: Andrew N. Taylor

Title: Vice President

[Signature Page to Amendment No. 1 to Credit Agreement (PECO)]

By: /s/ NICHOLAS R. BATTISTA

Name: Nicholas R. Battista

Title: Director

[Signature Page to Amendment No. 1 to Credit Agreement (PECO)]

BNP Paribas, as a Lender

By: /s/ CHRISTOPHER SKED

Name: CHRISTOPHER SKED

Title: Director

By: /s/ NICOLE MITCHELL

Name: Nicole Mitchell

Title: Vice President

[Signature Page to Amendment No. 1 to Credit Agreement (PECO)]

By: /s/ ANITA J. BRICKELL

Name: Anita J. Brickell

Title: Vice President

[Signature Page to Amendment No. 1 to Credit Agreement (PECO)]

THE BANK OF NOVA SCOTIA, as an LC Issuer and a
Lender

By: /s/ THANE RATTEW

Name: Thane Rattew

Title: Managing Director

[Signature Page to Amendment No. 1 to Credit Agreement (PECO)]

By: /s/ SHAWN YOUNG

Name: Shawn Young

Title: Director

[Signature Page to Amendment No. 1 to Credit Agreement (PECO)]

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as a
Lender

By: /s/ ARI BRUGER

Name: Ari Bruger

Title: Vice President

By: /s/ RAHUL PARMAR

Name: Rahul Parmar

Title: Associate

[Signature Page to Amendment No. 1 to Credit Agreement (PECO)]

By: /s/ MARK WALTON
Name: Mark Walton
Title: Authorized Signatory

[Signature Page to Amendment No. 1 to Credit Agreement (PECO)]

By: /s/ RAYMOND VENTURA

Name: Raymond Ventura

Title: Deputy General Manager

[Signature Page to Amendment No. 1 to Credit Agreement (PECO)]

By: /s/ KELLY CHIN

Name: KELLY CHIN

Title: AUTHORIZED SIGNATORY

[Signature Page to Amendment No. 1 to Credit Agreement (PECO)]

By: /s/ KYLE E. HOFFMAN

Name: Kyle E. Hoffman

Title: Authorized Signatory

[Signature Page to Amendment No. 1 to Credit Agreement (PECO)]

By: /s/ ERIC J. COSGROVE

Name: Eric J. Cosgrove

Title: Vice President

[Signature Page to Amendment No. 1 to Credit Agreement (PECO)]

UBS AG, STAMFORD BRANCH, as a Lender

By: /s/ MARY E. EVANS

Name: Mary E. Evans

Title: Associate Director

By: /s/ JOSELIN FERNANDES

Name: Joselin Fernandes

Title: Associate Director

[Signature Page to Amendment No. 1 to Credit Agreement (PECO)]

By: /s/ RICHARD K. FRONAPFEL, JR.

Name: Richard K. Fronapfel, Jr.

Title: Vice President

[Signature Page to Amendment No. 1 to Credit Agreement (PECO)]

The Northern Trust Company, as a Lender

By: /s/ JOHN LASCODY

Name: John Lascody

Title: Vice President

[Signature Page to Amendment No. 1 to Credit Agreement (PECO)]

CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK AGENCY, as a Lender

By: /s/ ROB MUSTARD

Name: Rob Mustard

Title: Managing Director

Authorized Signatory

By: /s/ DARREL HO

Name: Darrel Ho

Title: Executive Director

Authorized Signatory

[Signature Page to Amendment No. 1 to Credit Agreement (PECO)]

KeyBank National Association, as a Lender

By: /s/ SHERRIE I. MANSON

Name: Sherrie I. Manson

Title: Senior Vice President

[Signature Page to Amendment No. 1 to Credit Agreement (PECO)]

By: /s/ JON R. HINARD

Name: Jon R. Hinard

Title: Senior Vice President

[Signature Page to Amendment No. 1 to Credit Agreement (PECO)]

**CREDIT AGRICOLE CORPORATE AND INVESTMENT
BANK, as a Lender**

By: /s/ DARRELL STANLEY

Name: Darrell Stanley

Title: Managing Director

By: /s/ SHARADA MANNE

Name: Sharada Manne

Title: Managing Director

[Signature Page to Amendment No. 1 to Credit Agreement (PECO)]

MANUFACTURERS TRADERS AND TRUST COMPANY,
as a Lender

By: /s/ RAMAL MORELAND

Name: Ramal Moreland

Title: Officer

[Signature Page to Amendment No. 1 to Credit Agreement (PECO)]

TD BANK, N.A., as a Lender

By: /s/ DAVID PERLMAN

Name: David Perlman

Title: Senior Vice President

[Signature Page to Amendment No. 1 to Credit Agreement (PECO)]

SUMITOMO MITSUI BANKING CORPORATION, as a
Lender

By: /s/ YASUHIRO SHIRAI

Name: Yasuhiro Shirai

Title: Managing Director

[Signature Page to Amendment No. 1 to Credit Agreement (PECO)]

By: /s/ LORI CUMMINS-MEYER

Name: Lori Cummins-Meyer

Title: Vice President

[Signature Page to Amendment No. 1 to Credit Agreement (PECO)]

SCHEDULE I
PRICING SCHEDULE

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

Pricing Level	Debt Rating S&P/Moody's/Fitch	Applicable Margin for Eurodollar Advances and LC Fee Rate	Applicable Margin for Base Rate Advances	Facility Fee Rate
I	³ A/A2/A	0.900%	0.000%	0.100%
II	A-/A3/A-	1.000%	0.000%	0.125%
III	BBB+/Baa1/BBB+	1.075%	0.075%	0.175%
IV	BBB/Baa2/BBB	1.275%	0.275%	0.225%
V	BBB-/Baa3/BBB-	1.475%	0.475%	0.275%
VI	£BB+/Ba1/BB+	1.650%	0.650%	0.350%

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

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

<u>Lender</u>	<u>Commitment</u>
JPMorgan Chase Bank, N.A.	\$33,514,285.71
The Royal Bank of Scotland plc	\$28,514,285.71
Bank of America, N.A.	\$33,514,285.71
Barclays Bank PLC	\$33,514,285.71
Citibank, N.A.	\$28,514,285.71
BNP Paribas	\$33,514,285.71
The Bank of Nova Scotia	\$28,514,285.71
The Bank of Tokyo-Mitsubishi UFJ, Ltd.	\$33,514,285.71
Wells Fargo Bank, N.A.	\$33,514,285.71
Credit Suisse AG, Cayman Islands Branch	\$26,914,285.71
Goldman Sachs Bank USA	\$26,914,285.71
Mizuho Corporate Bank, Ltd.	\$26,914,285.71
Morgan Stanley Bank, N.A.	\$35,914,285.71
Royal Bank of Canada	\$41,914,285.71
UBS Loan Finance LLC	\$26,914,285.71
U.S. Bank National Association	\$21,914,285.76
PNC Bank, National Association	\$14,314,285.72
Credit Agricole Corporate and Investment Bank	\$13,928,571.43
Sumitomo Mitsui Banking Corporation	\$13,928,571.43
Canadian Imperial Bank of Commerce, New York Agency	\$13,928,571.43
TD Bank, N.A.	\$11,857,142.86
The Bank of New York Mellon	\$10,028,571.43
Manufacturers Traders and Trust Company	\$7,028,571.43
The Northern Trust Company	\$10,028,571.43
KeyBank National Association	\$9,642,857.14
The Huntington National Bank	\$1,285,714.29

AMENDMENT NO. 1 TO CREDIT AGREEMENT

This Amendment No. 1 to Credit Agreement (this "Amendment") is entered into as of August 10, 2012 by and among Baltimore Gas and Electric Company (the "Borrower"), The Royal Bank of Scotland plc, as a letter of credit issuing bank, the swingline lender and as the administrative agent for the Lenders (the "Administrative Agent"), and the other financial institutions signatory hereto (the "Lenders").

RECITALS

A. The Borrower, the Administrative Agent and the Lenders are party to that certain Credit Agreement dated as of March 23, 2011 (as amended, restated or otherwise modified from time to time, the "Credit Agreement"). Unless otherwise specified herein, capitalized terms used in this Amendment shall have the meanings ascribed to them by the Credit Agreement.

B. The Borrower, the Administrative Agent and the undersigned Lenders wish to amend the Credit Agreement on the terms and conditions set forth below.

Now, therefore, in consideration of the mutual execution hereof and other good and valuable consideration, the parties hereto agree as follows:

1. Amendments. Upon the "First Amendment Effective Date" (as defined below), the Credit Agreement shall be amended as follows:

(a) Addition of Definitions. Section 1.01 is hereby amended by adding the following definitions in proper alphabetical order:

"Adjusted Funds From Operations" shall mean, for any period, Net Cash Flows From Operating Activities for such period plus Interest Expense for such period minus the portion (but not less than zero) of Net Cash Flows From Operating Activities for such period attributable to any consolidated Subsidiary that has no Indebtedness other than Nonrecourse Indebtedness.

"Facility Fee Rate" shall mean, at all times during which any Applicable Rating Level is in effect, the rate per annum set forth below next to such Applicable Rating Level:

<u>Applicable Rating Level</u>	<u>Facility Fee Rate</u>
1	0.100%
2	0.125%
3	0.175%
4	0.225%
5	0.275%
6	0.350%

A change in the Facility Fee Rate resulting from a change in the Applicable Rating Level shall become effective upon the date of announcement of a change in any Reference Rating that results in a change in the Applicable Rating Level.

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

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

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

“Net Interest Expense” shall mean, for any period, Interest Expense for such period minus interest on Nonrecourse Indebtedness.

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

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

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

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

(b) Amendment to Definitions. Section 1.01 is hereby amended by amending and restating the following defined terms in their entirety to read as follows:

“Applicable Margin” shall mean, with respect to Base Rate Advances and Eurodollar Advances, at all times during which any applicable Rating Level set forth below is in effect, the rate per annum set forth below next to such Applicable Rating Level:

<u>Applicable Rating Level</u>	<u>Applicable Margin for Eurodollar Advances</u>	<u>Applicable Margin for Base Rate Advances</u>
1	0.900%	0.000%
2	1.000%	0.000%
3	1.075%	0.075%
4	1.275%	0.275%
5	1.475%	0.475%
6	1.650%	0.650%

A change in the Applicable Margin resulting from a change in the Applicable Rating Level shall become effective upon the date of announcement of a change in any Reference Rating that results in a change in the Applicable Rating Level.

“Applicable Rating Level” shall be determined, at any time, in accordance with the then-applicable Reference Ratings as follows:

<u>Reference Ratings</u>	<u>Applicable Rating Level</u>
One of the following ratings shall be in effect: Reference Rating by either S&P or Fitch of A or higher or Reference Rating by Moody’s of A2 or higher	1
One of the following ratings shall be in effect: Reference Rating by either S&P or Fitch of A- or higher or Reference Rating by Moody’s of A3 or higher	2
One of the following ratings shall be in effect: Reference Rating by either S&P or Fitch of BBB+ or higher or Reference Rating by Moody’s of Baa1 or higher	3
One of the following ratings shall be in effect: Reference Rating by either S&P or Fitch of BBB or higher or Reference Rating by Moody’s of Baa2 or higher	4
One of the following ratings shall be in effect: Reference Rating by either S&P or Fitch of BBB- or higher or Reference Rating by Moody’s of Baa3 or higher	5
One of the following ratings shall be in effect: Reference Rating by either S&P or Fitch of BB+ or lower or Reference Rating by Moody’s of Ba1 or lower	6

For purposes of the foregoing, (x) at any time that Reference Ratings are available from each of S&P, Moody’s and Fitch and there is a split among such Reference Ratings, then (i) if any two of such Reference Ratings are in the same level, such level shall apply or (ii) if each of such Reference Ratings is in a different level, the level that is the middle level shall apply and (y) at any time that Reference Ratings are available only from any two of S&P, Moody’s and Fitch and there is a split in such

Reference Ratings, then the higher* of such Reference Ratings shall apply, unless there is a split in Reference Ratings of more than one level, in which case the level that is one level higher than the lower Reference Rating shall apply. The Reference Ratings shall be determined from the most recent public announcement of any changes in the Reference 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 "Reference Rating" to reflect such changed rating system and, pending the effectiveness of such amendment (which shall require the approval of the Required Lenders), the Reference Rating shall be determined by reference to the rating most recently in effect prior to such change. If the Borrower has no Reference Rating by Moody's and S&P, Pricing Level 6 shall apply.

"Maturity Date" shall mean the earlier to occur of (i) August 10, 2017, as such date may be extended for any Lender pursuant to Section 2.10(d) and (ii) the date of termination or reduction in whole of the Commitments pursuant to Section 2.10 or Article VI.

(c) Deletion of Defined Terms. Section 1.01 is hereby amended by deleting the defined terms "Capitalization", "Commitment Fee Rate" and "Specified Indebtedness" in their entirety.

(d) References to CEG in the Credit Agreement. All references to the defined term "CEG" in the Credit Agreement shall hereby be references to Exelon Corporation, a Delaware corporation.

(e) References to Commitment Fee in the Credit Agreement. All references to "commitment fee" or "commitment fees" in the Credit Agreement shall hereby be references to "facility fee" or "facility fees", as applicable.

(f) Amendment to Section 2.05(a). Section 2.05(a) of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

(a) **Facility Fee**. In consideration of the Commitments being made available by the Lenders, the Borrower agrees to pay to the Administrative Agent, for the pro rata benefit of the Lenders, a facility fee equal to the Facility Fee Rate in effect from time to time on such Lender's pro rata share of the Commitments (regardless of usage) during the period commencing on August 10, 2012 and ending on the Maturity Date (or, if later, the date on which all obligations of the Borrower to such Lender hereunder have been paid in full and such Lender has no participation interests in any outstanding Letters of Credit), payable in arrears on the last Business Day of each March, June, September and December during such period and on such Maturity Date.

(g) Amendment to Section 5.01(h). Section 5.01(h) of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

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

(h) **Use of Proceeds.** Use the proceeds of Extensions of Credit for (i) the issuance of Letters of Credit, (ii) working capital purposes, including capital expenditures, for the Borrower and its Subsidiaries, specifically excluding use of such proceeds for any Hostile Acquisition, and (iii) for general corporate purposes.

(h) Amendment to Section 5.04. Section 5.04 of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

Section 5.04. Interest Coverage Ratio

The Borrower covenants that it will not, so long as any amount owing hereunder shall remain unpaid or any Lender shall have any Commitment hereunder, without the prior written consent of the Majority Lenders, permit the Interest Coverage Ratio as of the last day of any fiscal quarter to be less than 2.0 to 1.0.

(i) Amendment to Section 8.01(a). Section 8.01(a) of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

(a) if to the Borrower, Baltimore Gas and Electric Company, 2 Center Plaza, 110 W. Fayette Street, 14th Floor, Baltimore, Maryland 21201, Attention: Carim V. Khouzami, CFO & Treasurer, facsimile 410-234-5000 or email: carim.khouzami@bge.com with a copy to Exelon Corporation, at 10 S. Dearborn, 54th Floor, Chicago, IL 60603, Attention: Chief Financial Officer, facsimile: 312-394-5443;

(j) Amendment to Schedule I. Schedule I to the Credit Agreement is hereby amended with respect to the Commitments and LC Bank Commitments of each Lender as set forth on Schedule I attached hereto. The Lenders hereby agree among themselves (and Borrower hereby consents to such agreement) that, concurrently with the First Amendment Effective Date, there shall be deemed to have occurred, to the extent necessary, assignments and assumptions with respect to the Commitments (and any Advances thereunder), and the other rights and obligations under the Credit Agreement such that, after giving effect to such assignments and assumptions and the transactions contemplated by this Amendment, the Commitments of each of the Lenders are as set forth on Schedule I attached hereto, and the Lenders hereby make such assignments and assumptions to the extent necessary.

2. Representations and Warranties of the Borrower. The Borrower represents and warrants that:

(a) The execution, delivery and performance by the Borrower of this Amendment are within the Borrower's corporate powers, have been duly authorized by all necessary corporate action, and do not contravene (i) the Borrower's charter or by-laws or (ii) any law or any material contractual restriction binding on or affecting the Borrower or its Subsidiaries, and do not result in or require the creation of any Lien upon or with respect to any of the Borrower's properties, except as provided in Section 6.02(b) of the Credit Agreement.

(b) No authorization or approval or other action by, and no notice to or filing with, any Governmental Authority or regulatory body is required for the due execution, delivery or performance by the Borrower of this Amendment.

(c) This Amendment has been duly executed and delivered by the Borrower and constitutes a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except to the extent that enforcement may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

(d) Each of the representations and warranties contained in the Credit Agreement is true and correct on and as of the date hereof as if made on the date hereof.

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

3. Effectiveness. This Amendment shall become effective as of the date first set forth above (the "First Amendment Effective Date") upon satisfaction of the following conditions precedent:

(a) The Administrative Agent shall have received (i) a counterpart of this Amendment signed on behalf of the Borrower and each of the Lenders or (ii) written evidence (which may include facsimile or other electronic transmission of a signed signature page of this Amendment) that each of the Borrower and the Lenders has signed a counterpart of this Amendment.

(b) The Administrative Agent shall have received 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 Amendment and of all documents evidencing other necessary organizational action of the Borrower with respect to this Amendment and the documents contemplated hereby;
- (ii) A certificate of the secretary or an assistant secretary of the Borrower certifying (A) the names and true signatures of the officers of the Borrower authorized to sign this Amendment 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 Amendment and the documents contemplated hereby; and
- (iii) A favorable opinion of Ballard Spahr LLP, counsel for the Borrower, in form and substance reasonably acceptable to the Administrative Agent.

(c) The Administrative Agent shall have received evidence, satisfactory to the Administrative Agent, that the Borrower has paid all fees and, to the extent billed, expenses payable by the Borrower hereunder on the First Amendment Effective Date (including amounts then payable to the Agents or their affiliates acting as arrangers in connection with this Amendment).

(d) The Administrative Agent shall have received (i) evidence of the effectiveness of an amendment to that certain Credit Agreement, dated as of October 15, 2010 (as amended), among Exelon Corporation, as successor by merger to Constellation Energy Group, Inc. ("CEG Borrower"), the lenders parties thereto and Bank of America, N.A., as administrative agent, pursuant to which the maturity date thereunder has been shortened to December 31, 2012 or (ii) reasonably satisfactory evidence that the CEG Borrower has submitted irrevocable notice in accordance with such credit agreement sufficient to terminate all commitments and pay all amounts outstanding thereunder on or prior to December 31, 2012.

(e) The representations and warranties set forth in Section 2 hereof are true and correct.

4. Reference to and Effect Upon the Credit Agreement.

(a) Except as specifically amended and supplemented hereby, the Credit Agreement shall remain in full force and effect to the extent in effect immediately prior to this Amendment and is hereby ratified and confirmed.

(b) The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of the Administrative Agent, the Borrower or any Lender under the Credit Agreement, nor constitute a waiver of any provision of the Credit Agreement, except as specifically set forth herein. Upon the effectiveness of this Amendment, each reference in the Credit Agreement to "this Agreement", "hereunder", "hereof", "herein" or words of similar import shall mean and be a reference to the Credit Agreement as amended and supplemented hereby.

(c) The provisions set forth in Sections 8.06, 8.14, and 8.17 of the Credit Agreement are hereby incorporated into this Amendment mutatis mutandis.

5. Costs and Expenses. The Borrower hereby affirms its obligation under Section 8.06 of the Credit Agreement to reimburse the Administrative Agent for all reasonable out-of-pocket expenses incurred by the Administrative Agent in connection with the preparation, negotiation, execution and delivery of this Amendment, including but not limited to the reasonable fees and disbursements for one outside counsel for the Administrative Agent with respect thereto.

6. Governing Law. **THIS AMENDMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

7. Counterparts. This Amendment 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 Amendment. Delivery of an executed counterpart hereof, or a signature page hereto, by facsimile or other electronic transmittal shall be effective as delivery of a manually executed counterpart of this Amendment.

8. Successors and Assigns. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to Credit Agreement as of the date first above written.

BALTIMORE GAS AND ELECTRIC COMPANY

By: /s/ CARIM V. KHOUZAMI

Name: Carim V. Khouzami

Title: Vice President, Chief Financial Officer and Treasurer

[Signature Page to Amendment No. 1 to Credit Agreement (BG&E)]

THE ROYAL BANK OF SCOTLAND PLC, as
Administrative Agent, LC Bank and Swingline Lender

By: /S/ ANDREW N. TAYLOR

Name: Andrew N. Taylor

Title: Vice President

[Signature Page to Amendment No. 1 to Credit Agreement (BG&E)]

BANK OF AMERICA, N.A., as a Lender

By: /s/ MICHAEL MASON

Name: Michael Mason

Title: Director

[Signature Page to Amendment No. 1 to Credit Agreement (BG&E)]

BARCLAYS BANK PLC, as a Lender

By: /s/ ANN E. SUTTON

Name: Ann E. Sutton

Title: Director

[Signature Page to Amendment No. 1 to Credit Agreement (BG&E)]

By: /S/ JUAN JAVELLANA

Name: Juan Javellana

Title: Executive Director

[Signature Page to Amendment No. 1 to Credit Agreement (BG&E)]

By: /s/ NICHOLAS R. BATTISTA

Name: Nicholas R. Battista

Title: Director

[Signature Page to Amendment No. 1 to Credit Agreement (BG&E)]

BNP PARIBAS, as a Lender

By: /s/ CHRISTOPHER SKED

Name: CHRISTOPHER SKED

Title: Director

By: /s/ NICOLE MITCHELL

Name: Nicole Mitchell

Title: Vice President

[Signature Page to Amendment No. 1 to Credit Agreement (BG&E)]

By: /s/ ANITA J. BRICKELL

Name: Anita J. Brickell

Title: Vice President

[Signature Page to Amendment No. 1 to Credit Agreement (BG&E)]

By: /s/ THANE RATTEW

Name: Thane Rattew

Title: Managing Director

[Signature Page to Amendment No. 1 to Credit Agreement (BG&E)]

By: /s/ SHAWN YOUNG

Name: Shawn Young

Title: Director

[Signature Page to Amendment No. 1 to Credit Agreement (BG&E)]

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as a
Lender

By: /s/ ARI BRUGER

Name: Ari Bruger

Title: Vice President

By: /s/ RAHUL PARMAR

Name: Rahul Parmar

Title: Associate

[Signature Page to Amendment No. 1 to Credit Agreement (BG&E)]

By: /s/ MARK WALTON
Name: Mark Walton
Title: Authorized Signatory

[Signature Page to Amendment No. 1 to Credit Agreement (BG&E)]

By: /s/ RAYMOND VENTURA

Name: Raymond Ventura

Title: Deputy General Manager

[Signature Page to Amendment No. 1 to Credit Agreement (BG&E)]

By: /s/ KELLY CHIN

Name: KELLY CHIN

Title: AUTHORIZED SIGNATORY

[Signature Page to Amendment No. 1 to Credit Agreement (BG&E)]

By: /s/ KYLE E. HOFFMAN

Name: Kyle E. Hoffman

Title: Authorized Signatory

[Signature Page to Amendment No. 1 to Credit Agreement (BG&E)]

U.S. BANK NATIONAL ASSOCIATION, as an LC Bank and
a Lender

By: /s/ ERIC J. COSGROVE

Name: Eric J. Cosgrove

Title: Vice President

[Signature Page to Amendment No. 1 to Credit Agreement (BG&E)]

UBS AG, STAMFORD BRANCH, as a Lender

By: /s/ MARY E. EVANS

Name: Mary E. Evans

Title: Associate Director

By: /s/ JOSELIN FERNANDES

Name: Joselin Fernandes

Title: Associate Director

[Signature Page to Amendment No. 1 to Credit Agreement (BG&E)]

By: /s/ RICHARD K. FRONAPFEL, JR.

Name: Richard K. Fronapfel, Jr.

Title: Vice President

[Signature Page to Amendment No. 1 to Credit Agreement (BG&E)]

The Northern Trust Company, as a Lender

By: /s/ JOHN LASCODY

Name: John Lascody

Title: Vice President

[Signature Page to Amendment No. 1 to Credit Agreement (BG&E)]

**CANADIAN IMPERIAL BANK OF COMMERCE, NEW
YORK AGENCY,**
as a Lender

By: /S/ ROB MUSTARD

Name: Rob Mustard

Title: Managing Director

Authorized Signatory

By: /S/ DARREL HO

Name: Darrel Ho

Title: Executive Director

Authorized Signatory

[Signature Page to Amendment No. 1 to Credit Agreement (BG&E)]

KeyBank National Association, as a Lender

By: /s/ SHERRIE I. MANSON

Name: Sherrie I. Manson

Title: Senior Vice President

[Signature Page to Amendment No. 1 to Credit Agreement (BG&E)]

PNC BANK, NATIONAL ASSOCIATION,
as a Lender

By: /s/ JON R. HINARD

Name: Jon R. Hinard

Title: Senior Vice President

[Signature Page to Amendment No. 1 to Credit Agreement (BG&E)]

**CREDIT AGRICOLE CORPORATE AND
INVESTMENT BANK, as a Lender**

By: /s/ DARRELL STANLEY

Name: Darrel Stanley

Title: Managing Director

By: /s/ SHARADA MANNE

Name: Sharada Manne

Title: Managing Director

[Signature Page to Amendment No. 1 to Credit Agreement (BG&E)]

**MANUFACTURERS TRADERS AND TRUST
COMPANY, as a Lender**

By: /S/ RAMAL MORELAND

Name: Ramal Moreland

Title: Officer

[Signature Page to Amendment No. 1 to Credit Agreement (BG&E)]

TD BANK, N.A., as a Lender

By: /s/ DAVID PERLMAN

Name: David Perlman

Title: Senior Vice President

[Signature Page to Amendment No. 1 to Credit Agreement (BG&E)]

SUMITOMO MITSUI BANKING CORPORATION, as a
Lender

By: /s/ YASUHIRO SHIRAI

Name: Yasuhiro Shirai

Title: Managing Director

[Signature Page to Amendment No. 1 to Credit Agreement (BG&E)]

THE HUNTINGTON NATIONAL BANK, as a
Lender

By: /S/ LORI CUMMINS-MEYER

Name: Lori Cummins-Meyer

Title: Vice President

[Signature Page to Amendment No. 1 to Credit Agreement (BG&E)]

SCHEDULE I
LENDERS AND COMMITMENTS

<u>Name of Lender</u>	<u>Commitment</u>	<u>LC Bank Commitment</u>
JPMorgan Chase Bank, N.A.	\$33,514,285.72	N/A
The Royal Bank of Scotland plc	\$38,514,285.72	\$120,000,000
Bank of America, N.A.	\$33,514,285.72	N/A
Barclays Bank PLC	\$33,514,285.72	N/A
Citibank, N.A.	\$38,514,285.72	\$120,000,000
BNP Paribas	\$33,514,285.72	N/A
The Bank of Nova Scotia	\$38,514,285.72	\$120,000,000
The Bank of Tokyo-Mitsubishi UFJ, Ltd.	\$33,514,285.72	N/A
Wells Fargo Bank, N.A.	\$33,514,285.72	N/A
Credit Suisse AG, Cayman Islands Branch	\$26,914,285.72	N/A
Goldman Sachs Bank USA	\$26,914,285.72	N/A
Mizuho Corporate Bank, Ltd.	\$26,914,285.72	N/A
Morgan Stanley Bank, N.A.	\$11,914,285.72	N/A
Royal Bank of Canada	\$11,914,285.72	N/A
UBS Loan Finance LLC	\$26,914,285.72	N/A
U.S. Bank National Association	\$37,914,285.72	\$120,000,000
PNC Bank, National Association	\$14,314,285.68	N/A
Credit Agricole Corporate and Investment Bank	\$13,928,571.42	\$120,000,000
Sumitomo Mitsui Banking Corporation	\$13,928,571.42	N/A
Canadian Imperial Bank of Commerce, New York Agency	\$13,928,571.42	N/A
TD Bank, N.A.	\$13,857,142.86	N/A
The Bank of New York Mellon	\$10,028,571.42	N/A
Manufacturers Traders and Trust Company	\$13,028,571.42	N/A
The Northern Trust Company	\$10,028,571.42	N/A
KeyBank National Association	\$9,642,857.14	N/A
The Huntington National Bank	\$1,285,714.28	N/A

AMENDMENT TO AMENDED AND RESTATED
CREDIT AGREEMENT

Dated as of August 10, 2012

To the Lenders parties to the Credit Agreement referred to below:

Ladies and Gentlemen:

Reference is made to the Amended and Restated Credit Agreement, dated as of March 12, 2012 (the "**Credit Agreement**"), among Exelon Corporation, a Pennsylvania corporation (as successor to Constellation Energy Group, Inc.) (the "**Borrower**"), the Lenders, the LC Banks and the Swingline Lender parties thereto and Bank of America, N.A., as Administrative Agent. Capitalized terms used herein and not otherwise defined herein have the meanings given such terms in the Credit Agreement. The Borrower seeks to amend the Credit Agreement as set forth herein, and the Majority Lenders have indicated that they are willing so to amend the Credit Agreement.

Section 1. Amendment. Subject to the satisfaction of the conditions precedent set forth in Section 2 below, the definition of "Termination Date" set forth in Section 1.01 of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

"**Termination Date**" shall mean the earlier to occur of (i) December 31, 2012 and (ii) the date of termination or reduction in whole of the Commitments in accordance with this Agreement.'

Section 2. Conditions to Effectiveness. Section 1 of this Amendment shall be effective when and if (i) the Borrower and the Majority Lenders shall have executed and delivered to the Administrative Agent executed counterparts of this Amendment, (ii) no Letter of Credit shall have a stated expiry date later than the day that is five Business Days prior to the Termination Date (as amended by this Amendment) and (iii) the Second Amendment Effective Date, as defined in the Amendment No. 2 to Credit Agreement, dated as of the date hereof, to the Credit Agreement, dated as of March 23, 2011, as amended, among the Borrower, JPMorgan Chase Bank, N.A., as administrative agent, and the lenders parties thereto, shall have occurred.

Section 3. Effect on the Credit Agreement. Except as expressly set forth herein, this Agreement shall not by implication or otherwise limit, impair, constitute a waiver of, or otherwise affect the rights and remedies of the Administrative Agent, the LC Banks, the Swingline Lender or the Lenders under the Credit Agreement or any other Credit Document, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other Credit Document, all of which are ratified and affirmed in all respects and shall continue in full force and effect. Nothing herein shall be deemed to entitle any Loan Party to a consent to, or a waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other Credit Document in similar or different circumstances. On and after the effectiveness of this Amendment, each reference in any Credit Document to the Credit Agreement shall be deemed a reference to the Credit Agreement, as amended hereby.

[Amendment to Exelon Amended and Restated Credit Agreement]

Section 5. Incorporation of Miscellaneous Provisions. The provisions of Sections 9.05, 9.07, 9.08, 9.10, 9.11, 9.12, 9.13 and 9.17 of the Credit Agreement are hereby incorporated by reference herein, *mutatis mutandis*, so as to apply to this Amendment.

If you consent and agree to the foregoing, please evidence such consent and agreement by executing and returning twelve counterparts of this Amendment to King & Spalding LLP, 1185 Avenue of the Americas, New York, New York 10036, Attention: Kai-Ting Yang (fax no. 212-556-2222, kyang@kslaw.com) by August __, 2012.

[remainder of page intentionally left blank]

[Amendment to Exelon Amended and Restated Credit Agreement]

Very truly yours,

EXELON CORPORATION

By: /s/ JONATHAN W. THAYER

Name: Jonathan W. Thayer

Title: Executive Vice President and Chief Financial Officer

[Amendment to Exelon Amended and Restated Credit Agreement]

Accepted and agreed as of
the date first written above:

Bank of America N.A.

Name of Lender

By /s/ MICHAEL MASON

Name: Michael Mason

Title: Director

[Amendment to Exelon Amended and Restated Credit Agreement]

Accepted and agreed as of
the date first written above:

The Royal Bank of Scotland PLC

By /s/ ANDREW N. TAYLOR

Name: Andrew N. Taylor
Title: Vice President

[Amendment to Exelon Amended and Restated Credit Agreement]

Accepted and agreed as of
the date first written above:

Citibank, N.A.

By /s/ ANITA J. BRICKELL

Name: Anita J. Brickell

Title: Vice President

[Amendment to Exelon Amended and Restated Credit Agreement]

Accepted and agreed as of
the date first written above:

BNP Paribas

By /s/ CHRISTOPHER SKED

Name: CHRISTOPHER SKED

Title: Director

By /s/ NICOLE MITCHELL

Name: Nicole Mitchell

Title: Vice President

[Amendment to Exelon Amended and Restated Credit Agreement]

Accepted and agreed as of
the date first written above:

The Bank of Nova Scotia

By /s/ THANE RATTEW

Name: Thane Rattew

Title: Managing Director

[Amendment to Exelon Amended and Restated Credit Agreement]

Accepted and agreed as of
the date first written above:

GOLDMAN SACHS BANK USA

By /s/ LAUREN DAY

Name: Lauren Day

Title: Authorized Signatory

[Amendment to Exelon Amended and Restated Credit Agreement]

Accepted and agreed as of
the date first written above:

UBS Loan Finance LLC

Name of Lender

By /s/ MARY E. EVANS

Name: Mary E. Evans

Title: Associate Director Banking Products Services US

By /s/ JOSELIN FERNANDES

Name: Joselin Fernandes

Title: Associate Director
Banking Products Services, US

[Amendment to Exelon Amended and Restated Credit Agreement]

Accepted and agreed as of
the date first written above:

MORGAN STANLEY BANK, N.A.
Name of Lender

By /s/ MICHAEL KING
Name: Michael King
Title: Authorized Signatory

[Amendment to Exelon Amended and Restated Credit Agreement]

Accepted and agreed as of
the date first written above:

MORGAN STANLEY SENIOR FUNDING, INC.
Name of Lender

By /s/ KELLY CHIN
Name: Kelly Chin
Title: Vice President

[Amendment to Exelon Amended and Restated Credit Agreement]

Accepted and agreed as of
the date first written above:

JPMORGAN CHASE BANK, N.A.

By /s/ JUAN JAVELLANA

Name: Juan Javellana

Title: Executive Director

[Amendment to Exelon Amended and Restated Credit Agreement]

Accepted and agreed as of
the date first written above:

CREDIT AGRICOLE AND INVESTMENT BANK

By /s/ DARRELL STANLEY
Name: Darrell Stanley
Title: Managing Director

By /s/ SHARADA MANNE
Name: Sharada Manne
Title: Managing Director

[Amendment to Exelon Amended and Restated Credit Agreement]

Accepted and agreed as of
the date first written above:

M&T Bank

By /s/ RAMAL MORELAND

Name: Ramal Moreland

Title: Officer

[Amendment to Exelon Amended and Restated Credit Agreement]

Accepted and agreed as of
the date first written above:

PNC BANK, NATIONAL ASSOCIATION

By /s/ JON HINARD

Name: Jon Hinard

Title: Senior Vice President

[Amendment to Exelon Amended and Restated Credit Agreement]

Accepted and agreed as of
the date first written above:

Sumitomo Mitsui Banking Corporation

By /s/ YASUHIRO SHIRAI

Name: Yasuhiro Shirai

Title: Managing Director

[Amendment to Exelon Amended and Restated Credit Agreement]

Accepted and agreed as of
the date first written above:

CIBC Inc., as a Lender

By /s/ DARREL HO

Name: Darrel Ho

Title: Executive Director

By /s/ JOSH HOGARTH

Name: Josh Hogarth

Title: Director

[Amendment to Exelon Amended and Restated Credit Agreement]

Accepted and agreed as of
the date first written above:

NOMURA CORPORATE FUNDING AMERICAS, LLC

Name of Lender

By /s/ CARL A. MAYER III

Name: Carl A. Mayer III

Title: Managing Director

[Amendment to Exelon Amended and Restated Credit Agreement]

Accepted and agreed as of
the date first written above:

The Bank of Tokyo-Mitsubishi UFJ, Ltd.

By /s/ NICHOLAS R. BATTISTA

Name: Nicholas R. Battista

Title: Director

[Amendment to Exelon Amended and Restated Credit Agreement]