

**UNITED STATES SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**FORM 8-K**

**CURRENT REPORT**

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

**February 27, 2024**

Date of Report (Date of earliest event reported)

<b>Commission File Number</b>	<b>Name of Registrant; State or Other Jurisdiction of Incorporation; Address of Principal Executive Offices; and Telephone Number</b>	<b>IRS Employer Identification Number</b>
001-16169	EXELON CORPORATION (a Pennsylvania corporation) 10 South Dearborn Street P.O. Box 805379 Chicago, Illinois 60680-5379 (800) 483-3220	23-2990190

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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
<b>EXELON CORPORATION:</b> Common Stock, without par value	EXC	The Nasdaq Stock Market LLC

Indicate by check mark whether any of the registrants are emerging growth companies as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter). Emerging growth company

If an emerging growth company, indicate by check mark if any of the registrants have elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

**Section 1 - Registrant's Business and Operations**  
**Item 1.01. Entry into a Material Definitive Agreement**

On February 27, 2024, Exelon Corporation (the "Company") issued and sold \$1.7 billion in aggregate principal amount of notes consisting of \$650 million principal amount of its 5.150% Notes due 2029 (the "2029 Notes"), \$650 million principal amount of its 5.450% Notes due 2034 (the "2034 Notes") and an additional \$400 million principal amount of its 5.600% Notes due 2053 (the "2053 Notes" and, collectively with the 2029 Notes and the 2034 Notes, the "Notes"). See Item 2.03 below for a description of the Notes and related agreements.

**Section 2 – Financial Information**  
**Item 2.03. Creation of a Direct Financial Obligation**

On February 27, 2024, the Company issued and sold \$1.7 billion in aggregate principal amount of Notes. The Notes were issued under an indenture, dated as of June 11, 2015 (the "Base Indenture"), between the Company and The Bank of New York Mellon Trust Company, N.A., as trustee, as amended and supplemented by the Seventh Supplemental Indenture, dated as of February 27, 2024 (the "Seventh Supplemental Indenture"). The Base Indenture is filed as Exhibit 4.1 to this Form 8-K and the Seventh Supplemental Indenture is filed as Exhibit 4.2 to this Form 8-K and are each incorporated herein by reference.

A portion of the net proceeds from the sale of the Notes, together with available cash balances, will be used to repay \$500 million of Exelon's outstanding term loan maturing in April 2024 and bearing interest at the Secured Overnight Financing Rate (SOFR) plus 0.85% and \$689 million of Exelon's currently outstanding commercial paper borrowings having an approximate weighted average interest rate of 5.600% per annum as of February 16, 2024. The remainder of the net proceeds will be used for general corporate purposes.

The 2029 Notes will pay interest at the fixed rate of 5.150% per annum, the 2034 Notes will pay interest at the fixed rate of 5.450% per annum and the 2053 Notes will pay interest at the fixed rate of 5.600% per annum. Interest on the Notes will be payable semi-annually on March 15 and September 15 of each year, beginning on September 15, 2024, in the case of the 2029 Notes and 2034 Notes, and March 15, 2024, in the case of the 2053 Notes. The 2029 Notes will mature on March 15, 2029, the 2034 Notes will mature on March 15, 2034 and the 2053 Notes will mature on March 15, 2053.

In connection with the issuance of the Notes, Ballard Spahr LLP provided the Company with the legal opinions attached to this report as Exhibit 5.1 and Exhibit 8.1.

A copy of the Underwriting Agreement dated February 22, 2024 among the Company, Barclays Capital Inc., BofA Securities, Inc., Citigroup Global Markets, Inc., J.P. Morgan Securities LLC and Morgan Stanley & Co. LLC, as representatives of the several underwriters named therein, is filed as Exhibit 1.1 to this report.

**Section 9 – Financial Statements and Exhibits**  
**Item 9.01. Financial Statements and Exhibits**

(d) Exhibits.  
The following exhibits are filed herewith:

<u>Exhibit No.</u>	<u>Description</u>
<a href="#">1.1</a>	<a href="#">Underwriting Agreement dated February 22, 2024 among the Company, Barclays Capital Inc., BofA Securities, Inc., Citigroup Global Markets, Inc., J.P. Morgan Securities LLC and Morgan Stanley &amp; Co. LLC, as representatives of the several underwriters named therein</a>
<a href="#">4.1</a>	<a href="#">Indenture, dated as of June 11, 2015, among Exelon Corporation and The Bank of New York Mellon Trust Company, N.A., as trustee (file no. 1-16169, Form 8-K dated June 11, 2015, Exhibit 4.1)</a>
<a href="#">4.2</a>	<a href="#">Seventh Supplemental Indenture, dated as of February 27, 2024, among Exelon Corporation and The Bank of New York Mellon Trust Company, N.A., as trustee</a>
<a href="#">5.1</a>	<a href="#">Exhibit 5.1 Opinion of Ballard Spahr LLP</a>
<a href="#">8.1</a>	<a href="#">Exhibit 8.1 Opinion of Ballard Spahr LLP</a>
101	Cover Page Interactive Data File - the cover page XBRL tags are embedded within the Inline XBRL document.
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)

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This Current Report contains certain forward-looking statements within the meaning of federal securities laws that are subject to risks and uncertainties. Words such as "could," "may," "expects," "anticipates," "will," "targets," "goals," "projects," "intends," "plans," "believes," "seeks," "estimates," "predicts," "should," and variations on such words, and similar expressions that reflect our current views with respect to future events and operational, economic, and financial performance, are intended to identify such forward-looking statements.

The factors that could cause actual results to differ materially from the forward-looking statements made by the Company include those factors discussed herein as well as the items discussed in (1) the Company's 2023 Annual Report on Form 10-K in (a) Part I, ITEM 1A. Risk Factors, (b) Part II, ITEM 7. Management's Discussion and Analysis of Financial Condition and Results of Operations, and (c) Part II, ITEM 8. Financial Statements and Supplementary Data: Note 18, Commitments and Contingencies and (2) other factors discussed in filings with the Securities and Exchange Commission by the Company.

Investors are cautioned not to place undue reliance on these forward-looking statements, whether written or oral, which apply only as of the date of this Current Report. The Company undertakes no obligation to publicly release any revision to its forward-looking statements to reflect events or circumstances after the date of this Current Report.

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**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**EXELON CORPORATION**

/s/ Jeanne M. Jones

Jeanne M. Jones

Executive Vice President and Chief Financial Officer

February 27, 2024

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## EXHIBIT INDEX

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**EXELON CORPORATION**

**\$650,000,000 5.150% Notes Due 2029**

**\$650,000,000 5.450% Notes Due 2034**

**\$400,000,000 5.600% Notes Due 2053**

**UNDERWRITING AGREEMENT**

February 22, 2024

To the Representatives of the  
several Underwriters listed  
in Schedule 1 hereto

Ladies and Gentlemen:

Exelon Corporation, a Pennsylvania corporation (the "Company"), proposes to sell to the several Underwriters listed in Schedule 1 hereto (the "Underwriters"), for whom you are acting as representatives (the "Representatives"), \$650,000,000 principal amount of its 5.150% Notes due 2029 (the "2029 Notes"), \$650,000,000 principal amount of its 5.450% Notes due 2034 (the "2034 Notes") and \$400,000,000 principal amount of its 5.600% Notes due 2053 (the "2053 Notes" and, collectively with the 2029 Notes and the 2034 Notes, the "Securities"). The Securities are to be issued under a base indenture, to be dated as of June 11, 2015 (the "Base Indenture") between the Company and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), as amended and supplemented by the supplemental indenture, to be dated as of February 1, 2024 (the "Supplemental Indenture" and, together with the Base Indenture, the "Indenture"). The Company previously issued \$650,000,000 in aggregate principal amount of the 2053 Notes under the Base Indenture and a supplemental indenture dated February 1, 2023 (the "Existing Securities"). Except as otherwise described in the Disclosure Package, the 2053 Notes will have identical terms to the Existing Securities and will be treated as a single class of securities for all purposes under the Indenture.

Any reference herein to the Registration Statement, the Base Prospectus, any Preliminary Prospectus or the Final Prospectus shall be deemed to refer to and include the documents incorporated by reference therein pursuant to Item 12 of Form S-3 which were filed under the Exchange Act on or before the Effective Date of the Registration Statement or the issue date of the Base Prospectus, any Preliminary Prospectus or the Final Prospectus, as the case may be; and any reference herein to the terms "amend," "amendment" or "supplement" with respect to the Registration Statement, the Base Prospectus, any Preliminary Prospectus or the Final Prospectus shall be deemed to refer to and include the filing of any document under the Exchange Act after the Effective Date of the Registration Statement or the issue date of the Base Prospectus, any Preliminary Prospectus or the Final Prospectus, as the case may be, deemed to be incorporated therein by reference. Certain terms used herein are defined in Section 23 hereof.

The Company hereby confirms its agreement with the several Underwriters concerning the purchase and sale of the Securities, as follows:

1. **Registration Statement.** As of the date of this Agreement, the Applicable Time of Sale and the Closing Date (as defined herein), the Company represents and warrants to, and agrees with, each Underwriter as set forth below in this Section 1.

(a) The Company meets the requirements for use of Form S-3 under the Act and has prepared and filed with the Commission an automatic shelf registration statement, as defined in Rule 405 on Form S-3 (Registration No. 333-266487), including a related base prospectus, for registration under the Act of the offering and sale of the Securities. Such Registration Statement, including any amendments thereto filed prior to the Execution Time, became effective upon filing under Rule 462(e). The Company may have filed one or more amendments thereto, including a Preliminary Prospectus, each of which has previously been furnished to you. The Company will next file with the Commission a final term sheet as contemplated by Section 4(b) hereof and a final prospectus supplement relating to the Securities in accordance with Rules 415 and 424(b). As filed, such final prospectus supplement shall contain all 430B Information, together with all other such required information, and, except to the extent the

Representatives shall agree in writing to a modification, shall be in all substantive respects in the form furnished to you prior to the Execution Time or, to the extent not completed at the Execution Time, shall contain only such specific additional information and other changes (beyond that contained in the Base Prospectus, any Preliminary Prospectus and Schedule 1 hereto) as the Company has advised you, prior to the Execution Time, will be included or made therein. The Registration Statement, at the Execution Time, meets the requirements set forth in Rule 415(a)(1)(x).

(b) The Company has paid the fees required by the Commission relating to the Securities in accordance with Rules 457(o).

(c) On the Effective Date, the Registration Statement did, and when the Final Prospectus is first filed in accordance with Rule 424(b) and on the Closing Date (as defined herein), the Final Prospectus (and any supplement thereto) will, comply in all material respects with the applicable requirements of the Act, the Exchange Act, the Trust Indenture Act and the respective rules thereunder; on the Effective Date and at the Execution Time and as of the “new effective date” with respect to the Securities pursuant to, and within the meaning of, Rule 430B(f)(2), the Registration Statement did not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein not misleading; on the Effective Date and on the Closing Date the Indenture did or will comply in all material respects with the applicable requirements of the Trust Indenture Act and the rules thereunder; and, on the date of any filing pursuant to Rule 424(b) and on the Closing Date, the Final Prospectus (together with any supplement thereto) will not include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the Company makes no representations or warranties as to (i) that part of the Registration Statement which shall constitute the Statement of Eligibility and Qualification (Form T-1) under the Trust Indenture Act of the Trustee or (ii) the information contained in or omitted from the Registration Statement or the Final Prospectus (or any supplement thereto) in reliance upon and in conformity with information furnished in writing to the Company by or on behalf of any Underwriter through the Representatives specifically for inclusion in the Registration Statement or the Final Prospectus (or any supplement thereto), it being understood and agreed that the only such information furnished by or on behalf of any Underwriter consists of the information described as such in Section 6(b) hereof.

(d) The Disclosure Package did not, as of the time and date designated as the “Applicable Time of Sale” include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The preceding sentence does not apply to statements in or omissions from the Disclosure Package based upon and in conformity with written information furnished to the Company by any Underwriter through the Representatives specifically for use therein, it being understood and agreed that the only such information furnished by or on behalf of any Underwriter consists of the information described as such in Section 6(b) hereof.

(e) The Company has not made and will not make (other than the final term sheet prepared and filed pursuant to Section 4(b) hereof) any offer relating to the Securities that would constitute a “free writing prospectus” (as defined in Rule 405 under the Act), without the prior written consent of the Representatives; the Company will comply with the requirements of Rule 433 under the Act with respect to any such free writing prospectus; any such free writing prospectus (including the final term sheet prepared and filed pursuant to Section 4(b) hereof) will not, as of its issue date and through the completion of the public offer and sale of the Securities, include any information that is inconsistent with the information contained in the Registration Statement, the Preliminary Prospectus and the Final Prospectus, and any such free writing prospectus, when taken together with the information contained in the Registration Statement, the Disclosure Package and the Final Prospectus, did not, when issued or filed pursuant to Rule 433 under the Act, include an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. For the purpose of clarity, nothing in this Section 1(e) shall restrict the Company from making any filings required in order to comply with its reporting obligations under the Exchange Act or the rules and regulations of the Commission promulgated thereunder.

(f) At the earliest time after the filing of the Registration Statement that the Company or another offering participant (x) made a bona fide offer of the Securities (within the meaning of Rule 164(h)(2)) and (y) as of the Execution Time (with such date being used as the determination date for purposes of this clause (y)), the

Company was not and is not an Ineligible Issuer (as defined in Rule 405), without taking account of any determination by the Commission pursuant to Rule 405 that it is not necessary that the Company be considered an Ineligible Issuer.

2. Purchase of the Securities by the Underwriters.

(a) On the basis of the representations and warranties herein contained, but subject to the terms and conditions set forth herein, the Company agrees to sell to each of the Underwriters, and each Underwriter agrees, severally and not jointly, to purchase from the Company, at the purchase prices set forth on Schedule 2 hereto, the principal amount of the Securities set forth opposite such Underwriter's name in Schedule 1 hereto. The Underwriters agree to make a public offering of their respective Securities specified in Schedule 1 hereto at the prices to public specified in Schedule 2 hereto. It is understood that after such initial offering, the several Underwriters reserve the right to vary the offering price and further reserve the right to withdraw, cancel or modify any subsequent offering without notice. The Company shall not be obligated to deliver any of the Securities, except upon payment for all of the Securities to be purchased on the Closing Date.

(b) Delivery of the Securities and payment therefor by the Representatives for the accounts of the several Underwriters shall be made at the offices of Ballard Spahr LLP at 10:00 A.M., New York City time, on February 27, 2024, or at such other time or place on the same or such other date, not later than the fifth Business Day thereafter, as the Representatives and the Company may agree upon in writing. Such time and date for delivery of the Securities is herein called the "Closing Date." On the Closing Date, the Company, through the facilities of The Depository Trust Company ("DTC"), shall deliver or cause to be delivered a securities entitlement with respect to the Securities to the Representatives for the accounts of each Underwriter against payment of the purchase price by wire transfer of same day funds to a bank account designated by the Company. Time shall be of the essence, and delivery at the time and place specified pursuant to this Agreement is a further condition of the obligation of each Underwriter hereunder. Upon delivery, the Securities shall be registered in the name of Cede & Co., as nominee for DTC.

3. Representations and Warranties of the Company. The Company represents and warrants to and agrees with each Underwriter that:

(a) *Agreement.* This Agreement has been duly authorized, executed and delivered by the Company.

(b) *The Securities.* The Securities have been duly authorized and, when executed and authenticated by the Trustee in accordance with the provisions of the Indenture and delivered to and paid for in accordance with the provisions of the Indenture, will have been duly executed and delivered by the Company and will constitute the legal, valid and binding obligations of the Company enforceable against the Company in accordance with their terms and entitled to the benefits of the Indenture, except as enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting creditors' rights generally or by equitable principles relating to enforceability (collectively, the "Enforceability Exceptions"). The Securities will conform in all material respects to the description thereof contained in the Disclosure Package and the Final Prospectus.

(c) *Indenture.* The Indenture has been duly authorized and, when executed and delivered by the Company, will constitute a legal, valid, binding instrument enforceable against the Company in accordance with its terms, subject to the Enforceability Exceptions. The Indenture will conform in all material respects to the descriptions thereof contained in the Disclosure Package and the Final Prospectus.

(d) *Investment Company Act.* The Company is not, and, after giving effect to the offering and sale of the Securities and the application of the proceeds thereof as described in the Disclosure Package and the Final Prospectus, will not be required to register as an "investment company" under the Investment Company Act.

(e) *No Market Manipulation.* The Company has not taken, directly or indirectly, any action designed to cause or which has constituted or which might reasonably be expected to cause or result, under the Exchange Act or otherwise, in the stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Securities.



(f) *Organization; Authority.* The Company has been duly organized and is validly subsisting as a corporation in good standing under the laws of the Commonwealth of Pennsylvania with full corporate power and authority under its charter and bylaws to own or lease, as the case may be, and to operate its properties and conduct its business as described in the Disclosure Package and the Final Prospectus, and is duly qualified to do business as a foreign entity and is in good standing under the laws of each jurisdiction which requires such qualification, except where the failure to be so qualified would not reasonably be expected, individually or in the aggregate, to have a material adverse effect on the condition (financial or otherwise), results of operations, stockholders' equity, properties or prospects of the Company and its subsidiaries, taken as a whole (a "Material Adverse Effect").

(g) *Capitalization; Subsidiaries.* The Company has an authorized capitalization as set forth in the Disclosure Package and the Final Prospectus and all of the issued shares of capital stock of the Company have been duly and validly authorized and issued and are fully paid and non-assessable and conform to the description thereof contained in the Disclosure Package and Final Prospectus; and all of the issued shares of capital stock of each Significant Subsidiary of the Company have been duly and validly authorized and issued, are fully paid and non-assessable and (except for directors' qualifying shares and except as otherwise set forth in the Disclosure Package and the Final Prospectus) are owned directly or indirectly by the Company, free and clear of all liens, encumbrances, equities or claims;

(h) *No Conflicts.* None of the execution and delivery of this Agreement, the Indenture or the Securities (the "Transaction Agreements"), the consummation of any of the transactions contemplated therein, or the fulfillment of the terms thereof, including the issuance and sale of the Securities hereunder, will result in a breach or violation or imposition of any lien, charge or encumbrance upon any property or assets of the Company or any of its Significant Subsidiaries pursuant to (i) the charter or bylaws of the Company or the organizational documents of any of its Significant Subsidiaries; (ii) the terms of any indenture, contract, lease, mortgage, deed of trust, note agreement, loan agreement or other agreement, obligation, condition, covenant or instrument to which the Company or any of its Significant Subsidiaries is a party or bound or to which its or their property is subject; or (iii) any statute, law, rule, regulation, judgment, order or decree applicable to the Company or any of its Significant Subsidiaries of any court, regulatory body, administrative agency, governmental body, arbitrator or other authority having jurisdiction over the Company or any of its Significant Subsidiaries or any of its or their properties, except (x) in the case of clauses (ii) and (iii) above, for any such conflict, breach, violation or default that would not, individually or in the aggregate, (A) reasonably be expected to have a material adverse effect on the performance of the Transaction Agreements, or the consummation of any of the transactions contemplated herein; or (B) reasonably be expected to have a Material Adverse Effect and (y) in the case of clause (iii) above, for any such violation that may arise (A) under applicable state securities laws or rules and regulations of the Financial Industry Regulatory Authority ("FINRA") or any foreign laws or statutes in connection with the purchase and distribution of the Securities by the Underwriters or (B) as a result of the legal or regulatory status of any person (other than the Company) or because of any other facts specifically pertaining to such person.

(i) *No Consents Required.* No consent, approval, authorization, filing with or order of any court or state or federal governmental agency or body, including the Commission and any applicable state utility commission or other regulatory authority, is required in connection with the transactions contemplated herein, including the issuance and sale of the Securities or in the Indenture, except such as will be obtained under the Act and the Trust Indenture Act and as may be required under the blue sky laws of any jurisdiction in connection with the purchase and distribution of the Securities by the Underwriters in the manner contemplated by this Agreement, the Disclosure Package and the Final Prospectus.

(j) *Use of Proceeds.* The Company will apply the net proceeds from the issuance and sale of the Securities, as set forth under "Use of Proceeds" in the Disclosure Package and the Final Prospectus.

(k) *Margin Rules.* The application of the proceeds received by the Company from the issuance, sale and delivery of the Securities, as described in the Disclosure Package and the Final Prospectus will not violate Regulation T, U or X of the Board of Governors of the Federal Reserve System or any other regulation of such Board of Governors.

(l) *Properties.* The Company and its subsidiaries own or lease all such properties as are necessary for the conduct of the Company's operations as presently conducted.

(m) *Financial Statements.* The consolidated historical financial statements and schedules of the Company and its consolidated subsidiaries included or incorporated by reference in the Disclosure Package and the Final Prospectus present fairly in all material respects the financial condition, results of operations and cash flows of the Company as of the date and for the periods indicated, comply as to form with the applicable accounting requirements of the Act and have been prepared in conformity with generally accepted accounting principles.

(n) *Independent Auditor.* PricewaterhouseCoopers LLP is an independent registered public accounting firm with respect to the Company as required by the Act and the rules and regulations of the Commission and the Public Company Accounting Oversight Board thereunder.

(o) *Internal Controls.* The Company maintains systems of internal accounting controls sufficient to provide reasonable assurance that transactions are executed in accordance with management's general or specific authorizations, transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain asset accountability, access to assets is permitted only in accordance with management's general or specific authorizations, and the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

(p) *Disclosure Controls.* The Company maintains disclosure controls and procedures (as such term is defined in Rule 13a-15(e) under the Exchange Act) that comply with the requirements of the Exchange Act, such disclosure controls and procedures have been designed to ensure that material information relating to the Company is made known to the Company's principal executive officer and principal financial officer by others within those entities, and such disclosure controls and procedures are effective.

(q) *No Proceedings.* No action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries or its or their property is pending or, to the knowledge of the Company, threatened that could reasonably be expected to have a Material Adverse Effect, except as set forth in or contemplated in the Disclosure Package and the Final Prospectus (exclusive of any amendment or supplement thereto).

(r) *No Violations or Defaults.* Neither the Company nor any Significant Subsidiary is (i) in violation of its operating agreement or its charter, bylaws or other organizational instrument or document; (ii) in default in the performance or observance of any material obligation, agreement, covenant or condition contained in any indenture, contract, lease, mortgage, deed of trust, note agreement, loan agreement or other agreement, obligation, condition, covenant or instrument to which it is a party or bound or to which its property is subject; or (iii) materially in violation of any law, rule, regulation, judgment, order or decree applicable to the Company or any of its Significant Subsidiaries or any court, regulatory body, administrative agency, governmental body, arbitrator or other authority having jurisdiction over the Company or such subsidiary or any of its properties, as applicable.

(s) *Licenses and Permits.* The Company and its subsidiaries possess all licenses, certificates, permits and other authorizations issued by the appropriate federal, state or foreign regulatory authorities necessary to conduct their respective businesses, and neither the Company nor any such subsidiary has received any notice of proceedings relating to the revocation or modification of any such license, certificate, permit or authorization which, singly or in the aggregate, if the failure to possess or the subject of an unfavorable decision, ruling or finding, would have a Material Adverse Effect, except as set forth in the Disclosure Package and the Final Prospectus (exclusive of any amendment or supplement thereto).

(t) *No Unlawful Payments; FCPA.* Neither the Company, any of its subsidiaries, or any director, officer, or employee thereof, nor, to the knowledge of the Company, any agent affiliate, or other person associated with or acting on behalf of the Company or any of its subsidiaries, has (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (iii) violated or is in violation of any provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended, the UK Bribery Act 2010, or other similar anti-bribery or anti-corruption law (collectively, "Anti-Corruption Laws"); or (iv) made, offered, agreed, requested or taken an act in furtherance of any unlawful bribe or other unlawful benefit, including, without limitation, any rebate, payoff, influence payment, kickback or other unlawful or improper payment

or benefit. The Company and its subsidiaries have conducted, and will continue to conduct, their businesses in compliance with Anti-Corruption Laws and have instituted, maintained and enforced, and will continue to institute, maintain and enforce, policies and procedures designed to promote compliance with all applicable Anti-Corruption Laws.

(u) *Anti-Money Laundering Laws.* The operations of the Company and its subsidiaries are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended (including, without limitation, by Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act)), the money laundering statutes of all jurisdictions where the Company or any of its subsidiaries conducts business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the “Anti-Money Laundering Laws”) and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or its subsidiaries with respect to the Anti-Money Laundering Laws is pending or, to the knowledge of the Company, threatened. The Company and its subsidiaries have instituted and maintained and will continue to maintain policies and procedures reasonably designed to promote and achieve compliance with the Anti-Money Laundering Laws.

(v) *Cybersecurity.* Except as disclosed in the Disclosure Package and the Final Prospectus, there has been no material security breach or incident involving unauthorized access or disclosure of any of the Company’s or its subsidiaries’ information technology and computer systems, networks, hardware, software, data (including the data of their respective customers, employees, suppliers, vendors and any third party data maintained by or on behalf of them), equipment or technology (collectively, “IT Systems and Data”) that could reasonably be expected to give rise to a data breach notification obligation to affected individuals under applicable data breach notification law or that could reasonably be expected to require disclosure or a notification thereof to the Commission or other applicable regulatory authority (a “Security Breach”) and (y) the Company and its subsidiaries have not been notified of, and have no knowledge of any event or condition that would reasonably be expected to result in, any Security Breach to their IT Systems and Data; (ii) the Company and its subsidiaries are presently in compliance with all applicable laws or statutes and all judgments, orders, rules and regulations of any court or arbitrator or governmental or regulatory authority, internal policies and contractual obligations relating to the privacy and security of IT Systems and Data and to the protection of such IT Systems and Data from unauthorized use, access, misappropriation or modification, except as would not, in the case of this clause (ii), individually or in the aggregate, have a Material Adverse Effect; and (iii) the Company and its subsidiaries have implemented backup and disaster recovery technology reasonably consistent with industry standards and practices.

(w) *OFAC.* Neither the Company, any of its subsidiaries, or any director, officer, or employee thereof, nor to the knowledge of the Company, any agent affiliate, or other person associated with or acting on behalf of the Company or any of its subsidiaries is currently subject to any sanctions administered or enforced by the United States Government (including the Office of Foreign Assets Control of the U.S. Treasury Department (“OFAC”) and the U.S. Department of State), the United Nations Security Council, the European Union, His Majesty’s Treasury, or any other relevant sanctions authority (collectively, “Sanctions”); nor is the Company or any of its subsidiaries located, organized or resident in a country or territory that is the subject or the target of Sanctions, including, without limitation, Russia, Cuba, Iran, North Korea, Syria, Crimea, the so-called Donetsk People’s Republic, the so-called Luhansk People’s Republic, the non-Ukrainian government controlled areas of the Zaporizhzhia and Kherson regions of Ukraine, or any other Covered Region of Ukraine identified pursuant to Executive Order 14065 (each, a “Sanctioned Country”). The Company and its subsidiaries have instituted and maintained and will continue to maintain policies and procedures reasonably designed to promote and achieve compliance with Sanctions.

For the past five (5) years, to the knowledge of the Company, neither the Company nor any of its subsidiaries has engaged in or is now engaged in any dealings or transactions with any Person, or in any country or territory, that at the time of this dealing or transaction is or was, or whose government is or was, the subject of Sanctions, to the extent such dealings or transactions would be prohibited by applicable Sanctions.

The Company will not directly or indirectly use the proceeds of the offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity, (i) to fund or finance the activities of or business with any person, or in any country or territory, that is the subject or the target of Sanctions;

(ii) to fund or facilitate any money laundering or terrorist financing activities; or (iii) in any other manner that would cause or result in a violation of any Anti-Corruption Laws, Anti-Money Laundering Laws, or Sanctions by any Person (including any Party to this Agreement).

Any certificate signed by any officer of the Company and delivered to the Representatives or counsel for the Underwriters in connection with the offering of the Securities shall be deemed a representation and warranty by the Company, as to matters covered thereby, to each Underwriter.

4. Further Agreements. The Company covenants and agrees with each Underwriter that:

(a) *Registration Statement; Final Prospectus.* Prior to the termination of the offering of the Securities, the Company will not file any amendment of the Registration Statement or supplement (including the Final Prospectus or any Preliminary Prospectus) to the Base Prospectus unless the Company has furnished you a copy for your review prior to filing and will not file any such proposed amendment or supplement to which you reasonably object; provided that nothing in this Section 4(a) shall restrict the Company from making any filings required in order to comply with its reporting obligations under the Exchange Act or the rules and regulations of the Commission promulgated thereunder. The Company will cause the Final Prospectus, properly completed, and any supplement thereto to be filed with the Commission pursuant to the applicable paragraph of Rule 424(b) within the time period prescribed and will provide evidence satisfactory to the Representatives of such timely filing. The Company will promptly advise the Representatives (1) when the Final Prospectus, and any supplement thereto, shall have been filed (if required) with the Commission pursuant to Rule 424(b), (2) when, prior to termination of the offering of the Securities, any amendment to the Registration Statement shall have been filed or become effective, (3) of any request by the Commission or its staff for any amendment of the Registration Statement, or any Rule 462(b) Registration Statement, or for any supplement to the Final Prospectus or for any additional information, (4) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or of any notice objecting to its use or the institution or threatening of any proceeding for that purpose and (5) of the receipt by the Company of any notification with respect to the suspension of the qualification of the Securities for sale in any jurisdiction or the institution or threatening of any proceeding for such purpose. The Company will use its best efforts to prevent the issuance of any such stop order or the suspension of any such qualification and, if issued, to obtain as soon as possible the withdrawal thereof.

(b) *Final Term Sheet.* The Company shall prepare a final term sheet, containing solely a description of the Securities, substantially in the form of Annex I hereto, a copy of which shall be furnished to the Representatives for their review prior to filing. The Company will not file such term sheet without the approval of the Representatives, which approval shall not be unreasonably withheld, conditioned or delayed. Upon receipt of such approval of the Representatives, the Company shall file such term sheet pursuant to Rule 433(d) within the time period prescribed by such rule; and shall file promptly all other material required to be filed by the Company with the Commission pursuant to Rule 433(d).

(c) *No Free Writing Prospectus.* Each Underwriter, severally and not jointly, represents and agrees that, without the prior consent of the Company and the Representatives, it has not made and will not make any offer relating to the Securities that would constitute a "free writing prospectus" (as defined in Rule 405), other than the final term sheet prepared and filed pursuant to Section 4(b) hereof or any free writing prospectus that is not required to be filed by the Company pursuant to Rule 433 (including a preliminary Bloomberg screen containing substantially the same information, but in any event not more information, than the final term sheet prepared and filed pursuant to Section 4(b)).

(d) *Amendments and Supplements.* If, at any time when a prospectus relating to the Securities is required to be delivered under the Act (including circumstances when such requirement may be satisfied pursuant to Rule 172), any event occurs as a result of which the Final Prospectus as then supplemented would include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein in the light of the circumstances under which they were made not misleading, or if it shall be necessary to amend the Registration Statement or supplement the Final Prospectus to comply with the Act or the Exchange Act or the respective rules thereunder, the Company promptly will (1) notify the Representatives of such event, (2) prepare and file with the Commission, subject to the first sentence of paragraph (a) of this Section 4, an amendment or supplement which will correct such statement or omission or effect such compliance and (3) supply any supplemented Final

Prospectus to you in such quantities as you may reasonably request. If, prior to the Closing Date, there occurs an event or development as a result of which the Disclosure Package would include an untrue statement of a material fact or would omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances when the Disclosure Package is delivered to a purchaser, not misleading, the Company promptly will notify the Representatives so that any use of the Disclosure Package may cease until it is amended or supplemented, and will promptly prepare an amendment or supplement that will correct such statement or omission.

(e) *Earnings Releases.* As soon as practicable, the Company will make generally available to its security holders and to the Representatives an earnings statement or statements of the Company and its subsidiaries which will satisfy the provisions of Section 11(a) of the Act and Rule 158 under the Act.

(f) *Copies; Printing.* The Company will furnish to the Representatives and counsel for the Underwriters, without charge, signed copies of the Registration Statement (including exhibits thereto) and to each other Underwriter a copy of the Registration Statement (without exhibits thereto) and, so long as delivery of a prospectus by an Underwriter or dealer may be required by the Act (including circumstances when such requirement may be satisfied pursuant to Rule 172), as many copies of each Preliminary Prospectus, the Final Prospectus and each Issuer Free Writing Prospectus and any supplement thereto as the Representatives may reasonably request. The Company will pay the expenses of printing or other production of all documents relating to the offering.

(g) *Blue Sky; FINRA.* The Company will arrange, if necessary, for the qualification of the Securities for sale under the laws of such jurisdictions as the Representatives may designate, will maintain such qualifications in effect so long as required for the distribution of the Securities and will pay any fee of FINRA in connection with its review of the offering; provided that in no event shall the Company be obligated to qualify to do business in any jurisdiction where it is not now so qualified or to take any action that would subject it to service of process in suits, other than those arising out of the offering or sale of the Securities, in any jurisdiction where it is not now so subject.

(h) *Company Lock-Up Period.* The Company will not, without the prior written consent of the Representatives, offer, sell, contract to sell, pledge, or otherwise dispose of, or enter into any transaction which is designed to, or might reasonably be expected to, result in the disposition (whether by actual disposition or effective economic disposition due to cash settlement or otherwise) by the Company, directly or indirectly, or announce the offering of, any long-term debt securities issued or guaranteed by the Company or preferred stock (other than the Securities), prior to the Closing Date.

(i) *No Market Manipulation.* The Company will not take, directly or indirectly, any action designed to or that would constitute or that would reasonably be expected to cause or result in, under the Exchange Act or otherwise, stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Securities.

5. Conditions of the Obligations of the Underwriters. The obligation of each Underwriter to purchase the Securities on the Closing Date shall be subject to the accuracy of the representations and warranties on the part of the Company contained herein as of the Applicable Time of Sale, the Execution Time and the Closing Date, to the accuracy of the statements of the Company made in any certificates pursuant to the provisions hereof, and to the performance by the Company of its covenants and other obligations hereunder and to the following additional conditions:

(a) *Filings; No Stop Order.* The Final Prospectus, and any supplement thereto, shall have been filed in the manner and within the time period required by Rule 424(b); the final term sheet contemplated by Section 4(b) hereto, and any other material required to be filed by the Company pursuant to Rule 433(d) under the Act, shall have been filed with the Commission within the applicable time periods prescribed for such filings by Rule 433; and no stop order suspending the effectiveness of the Registration Statement or any notice by the Commission objecting to its use shall have been issued and no proceedings for that purpose shall have been instituted or threatened.

(b) *Company Counsel Opinion.* Ballard Spahr LLP, counsel for the Company, shall have furnished to the Representatives its opinion, including a negative assurance statement, dated the Closing Date, in substantially the form set forth in Schedule 3.

(c) *Underwriter Counsel Opinion.* The Representatives shall have received from Winston & Strawn LLP, counsel for the Underwriters, such opinion or opinions, including a negative assurance statement, dated the Closing Date and addressed to the Representatives, with respect to the issuance and sale of the Securities, the Registration Statement, the Final Prospectus (together with any supplement thereto) and other related matters as the Representatives may reasonably require, and the Company shall have furnished to such counsel such documents as they request for the purpose of enabling them to pass upon such matters. In rendering such opinion, Winston & Strawn LLP may rely, as to matters governed by the laws of the Commonwealth of Pennsylvania, upon the opinion of counsel for the Company referred to in Section 5(b).

(d) *Officers' Certificate.* The Company shall have furnished to the Representatives a certificate of the Company, signed by two officers, who shall be any of the chief executive officer, the principal financial officer, the principal accounting officer, the chief strategy officer, the treasurer or an assistant treasurer of the Company, dated the Closing Date, to the effect that the signers of such certificate have carefully examined the Registration Statement, the Disclosure Package, the Final Prospectus and any amendment or supplement thereto and that:

(i) the representations and warranties of the Company in this Agreement are true and correct on and as of the Closing Date, with the same effect as if made on the Closing Date and the Company has complied in all material respects with all the agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to the Closing Date;

(ii) no stop order suspending the effectiveness of the Registration Statement or any notice by the Commission objecting to its use has been issued and no proceedings for that purpose have been instituted or, to the Company's knowledge, threatened; and

(iii) since the date of the most recent financial statements included or incorporated by reference in the Disclosure Package and the Final Prospectus (exclusive of any supplement thereto), there has been no material adverse change in the financial condition, business or properties of the Company and its subsidiaries, taken as a whole, whether or not arising from transactions in the ordinary course of business, except as set forth in or contemplated in the Disclosure Package and the Final Prospectus (exclusive of any supplement thereto).

(e) *Comfort Letters.* At the Execution Time and at the Closing Date, the Company shall have requested and caused PricewaterhouseCoopers LLP to furnish to the Representatives letters, dated respectively as of the Execution Time and as of the Closing Date, in form and substance satisfactory to the Representatives.

(f) *No Changes.* Subsequent to the Execution Time or, if earlier, the dates as of which information is given in the Registration Statement (exclusive of any amendment thereof), the Disclosure Package and the Final Prospectus (exclusive of any amendment or supplement thereto), there shall not have been (i) any change or decrease specified in the letter or letters referred to in paragraph (f) of this Section 5 or (ii) any change, or any development involving a prospective change, in or affecting the financial condition, business or properties of the Company and its subsidiaries, taken as a whole, whether or not arising from transactions in the ordinary course of business, except as set forth in or contemplated in the Disclosure Package or the Final Prospectus (exclusive of any amendment or supplement thereto) the effect of which, in any case referred to in clause (i) or (ii) above, is, in the sole judgment of the Representatives, so material and adverse as to make it impractical or inadvisable to proceed with the offering or delivery of the Securities as contemplated by the Registration Statement (exclusive of any amendment thereof), the Disclosure Package and the Final Prospectus (exclusive of any amendment or supplement thereto).

(g) *No Ratings Downgrade.* During the period from the Execution Time to and including the Closing Date, (i) there shall not have occurred a downgrading in the rating assigned to the Securities or any of the Company's debt securities or commercial paper by any "nationally recognized statistical rating agency," as that term is defined by the Commission in Section 3(a)(62) of the Exchange Act, and (ii) no such securities rating agency shall have publicly announced that it has under surveillance or review, with possible negative implications, its rating of the Securities or any of the Company's debt securities.

(h) *Other Deliveries.* Prior to the Closing Date, the Company shall have furnished to the Representatives such further information, certificates and documents as the Representatives may reasonably request.

If any of the conditions specified in this Section 5 shall not have been fulfilled in all material respects when and as provided in this Agreement, or if any of the opinions and certificates mentioned above or elsewhere in this Agreement shall not be in all material respects reasonably satisfactory in form and substance to the Representatives and counsel for the Underwriters, this Agreement and all obligations of the Underwriters hereunder may be canceled at, or at any time prior to, the Closing Date by the Representatives. Notice of such cancellation shall be given to the Company in writing or by telephone or facsimile confirmed in writing.

6. Indemnification and Contribution.

(a) *Indemnification of the Underwriters.* The Company agrees to indemnify and hold harmless each Underwriter, each of their respective affiliates, directors and officers and each person, if any, who controls such Underwriter within the meaning of Section 15 of the Act or Section 20 of the Exchange Act, from and against any and all losses, claims, damages or liabilities, joint or several, to which they or any of them may become subject under the Act, the Exchange Act or other Federal or state statutory law or regulation, at common law or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) (i) arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in the registration statement for the registration of the Securities as originally filed or in any amendment thereof, or arise out of or are based upon an omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, or (ii) arise out of or are based upon any untrue statement or alleged untrue statement of a material fact, in light of the circumstances in which it was made, or an omission or alleged omission to state a material fact required to be stated or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading, in any Preliminary Prospectus, the Final Prospectus, or in any amendment or supplement thereto, or in any Issuer Free Writing Prospectus or any “issuer information” filed or required to be filed pursuant to Rule 433(d) or any electronic roadshow or other written communication that constitutes an offer to sell or solicitation of an offer to buy the Shares provided to investors by, or with the approval of, the Company, and agrees to reimburse each such indemnified party, as incurred, for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the Company will not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon any such untrue statement or alleged untrue statement or omission or alleged omission made therein in reliance upon and in conformity with written information furnished to the Company by or on behalf of any Underwriter through the Representatives specifically for inclusion therein.

(b) *Indemnification of the Company.* Each Underwriter, severally and not jointly, agrees to indemnify and hold harmless the Company, each of its directors, each of its officers, and each person who controls the Company within the meaning of Section 15 of the Act or Section 20 of the Exchange Act, to the same extent as the foregoing indemnity from the Company to each Underwriter, but only with reference to written information relating to such Underwriter, as applicable, furnished to the Company by or on behalf of such Underwriter through the Representatives specifically for inclusion in the documents referred to in Section 6(a) above. This indemnity agreement will be in addition to any liability which any Underwriter may otherwise have. The Company acknowledges that (i) the statement set forth on the cover page regarding delivery of the Securities and (ii) the fifth, sixth, seventh, eighth, eleventh and twelfth paragraphs under the heading “Underwriting” in any Preliminary Prospectus and the Final Prospectus constitute the only information furnished in writing by or on behalf of the several Underwriters for inclusion in any Preliminary Prospectus, the Final Prospectus or any Issuer Free Writing Prospectus.

(c) *Indemnification Procedures.* Promptly after receipt by an indemnified party under this Section 6 of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under this Section 6, notify the indemnifying party in writing of the commencement thereof; but the failure so to notify the indemnifying party (i) will not relieve it from liability under paragraph (a) or (b) above unless and to the extent it did not otherwise learn of such action and such failure results in the forfeiture by the indemnifying party of substantial rights and defenses and (ii) will not, in any event, relieve the indemnifying party from any obligations to any indemnified party other than the indemnification obligation provided in paragraph (a) or (b) above. The indemnifying party shall be entitled to appoint counsel of the indemnifying party’s choice at the indemnifying party’s expense to represent the indemnified party in any action for which indemnification

is sought (in which case the indemnifying party shall not thereafter be responsible for the fees and expenses of any separate counsel retained by the indemnified party or parties except as set forth below); provided, however, that such counsel shall be reasonably satisfactory to the indemnified party. Notwithstanding the indemnifying party's election to appoint counsel to represent the indemnified party in an action, the indemnified party shall have the right to employ separate counsel (including local counsel), and the indemnifying party shall bear the reasonable fees, costs and expenses of such separate counsel (including local counsel) if (i) the use of counsel chosen by the indemnifying party to represent the indemnified party would present such counsel with a conflict of interest, (ii) the actual or potential defendants in, or targets of, any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that there may be legal defenses available to it and/or other indemnified parties which are different from or additional to those available to the indemnifying party, (iii) the indemnifying party shall not have employed counsel satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of the institution of such action or (iv) the indemnifying party shall authorize the indemnified party to employ separate counsel at the expense of the indemnifying party. Notwithstanding the foregoing, if any indemnified party is entitled to retain separate legal counsel (including local counsel) the indemnifying party shall not be required to bear the fees, costs and expenses of more than one separate counsel (in addition to the fees and expenses of any local counsel) for all indemnified parties with respect to such lawsuit, claim or proceeding; provided that such legal counsel shall be reasonably satisfactory to each indemnified person. An indemnifying party will not, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent includes an unconditional release of each indemnified party from all liability arising out of such claim, action, suit or proceeding and does not include a statement as to, or admission of, fault, culpability or failure to act on behalf of any indemnified party. The indemnifying party shall not be liable for any settlement of any proceeding effected without its written consent, which consent will not be unreasonably withheld.

(d) *Contribution.* In the event that the indemnity provided in paragraph (a) or (b) of this Section 6 is for any reason held to be unenforceable by an indemnified party or is insufficient to hold harmless a party indemnified under paragraph (a) or (b) of this Section 6, although applicable in accordance with its terms (including the requirements of Section 6(c) above), the Company and each Underwriter severally agrees to contribute to the aggregate losses, claims, damages and liabilities (including legal or other expenses reasonably incurred in connection with investigating or defending same) (collectively "Losses") to which the Company and one or more of the Underwriters may be subject in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and by the Underwriters on the other from the offering of the Securities; provided, however, that in no case shall any Underwriter (except as may be provided in any agreement among underwriters relating to the offering of the Securities) be responsible for any amount in excess of the underwriting discount or commission applicable to the Securities purchased by such Underwriter hereunder; provided, further, that each Underwriter's obligation to contribute to Losses hereunder shall be several and not joint. If the allocation provided by the immediately preceding sentence is unavailable for any reason, the Company and the Underwriters, severally shall contribute in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company on the one hand and of the Underwriters on the other in connection with the statements or omissions which resulted in such Losses as well as any other relevant equitable considerations. Benefits received by (i) the Company shall be deemed to be equal to the total net proceeds from the offering (before deducting expenses) received by it and (ii) the Underwriters shall be deemed to be equal to the total underwriting discounts and commissions, in each case as set forth on the cover page of the Final Prospectus. Relative fault shall be determined by reference to, among other things, whether any untrue or any alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information provided by the Company on the one hand or the Underwriters on the other, the intent of the parties and their relative knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. The Company and the Underwriters agree that it would not be just and equitable if contribution were determined by pro rata allocation or any other method of allocation which does not take account of the equitable considerations referred to above. Notwithstanding the provisions of this paragraph (d), no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this Section 6, each person who controls an Underwriter within the meaning of either the Act or the Exchange Act and each director, officer, employee and agent of an Underwriter shall have the same rights to contribution as such Underwriter and each person who controls the Company within the meaning of either the Act or the Exchange Act, each officer of the



Company and each director of the Company shall have the same rights to contribution as the Company, subject in each case to the applicable terms and conditions of this paragraph (d).

7. [Reserved].

8. Termination. This Agreement may be terminated in the absolute discretion of the Representatives by notice to the Company, if after the execution and delivery of this Agreement and prior to the Closing Date (A) at any time prior to such time (i) trading in the common stock of the Company shall have been suspended by the Commission, the New York Stock Exchange (the "NYSE") or the Nasdaq Global Select Market ("Nasdaq") or trading in securities generally on the NYSE or Nasdaq shall have been suspended or limited or minimum prices shall have been established on such exchanges, (ii) a banking moratorium shall have been declared either by federal or New York State authorities, (iii) a major disruption of settlements of securities or clearance services in the United States shall have occurred, (iv) there shall have occurred any outbreak or escalation of hostilities, declaration by the United States of a national emergency or war, or other calamity or crisis, (v) downgrading shall have occurred in the rating accorded the Company's debt securities by any "nationally recognized statistical rating organization," as that term is defined by the Commission for purposes of Section 3(a)(62) of the Exchange Act or (vi) such organization shall have publicly announced that it has under surveillance or review, with possible negative implications, its rating of any of the Company's debt securities and (B) the effect of the event as set forth in the foregoing clauses (iii) and (iv), as the case may be, on the financial markets is such as to make it, in the sole judgment of the Representatives, impractical or inadvisable to proceed with the offering or delivery of the Securities as contemplated by the Disclosure Package and the Final Prospectus (exclusive of any supplement thereto).

9. Defaulting Underwriter.

(a) If any one or more Underwriters shall fail to purchase and pay for any of the Securities agreed to be purchased by such Underwriter or Underwriters hereunder and such failure to purchase shall constitute a default in the performance of its or their obligations under this Agreement, the remaining Underwriters shall be obligated severally to take up and pay for (in the respective proportions which the principal amount of the Securities set forth opposite their names in Schedule 1 hereto bears to the aggregate principal amount of the Securities set forth opposite the names of all the remaining Underwriters) the Securities which the defaulting Underwriter or Underwriters agreed but failed to purchase; provided, however, that in the event that the aggregate principal amount of the Securities which the defaulting Underwriter or Underwriters agreed but failed to purchase shall exceed 10% of the aggregate principal amount of the Securities set forth in Schedule 1 hereto, the remaining Underwriters shall have the right to purchase all, but shall not be under any obligation to purchase any, of the Securities the defaulting Underwriter failed to purchase.

(b) If the non-defaulting Underwriters are not obligated to and do not purchase all the Securities the defaulting Underwriter failed to purchase, the Company shall be entitled to a period of 36 hours within which to procure other persons reasonably satisfactory to the non-defaulting Underwriters to purchase such Shares and if arrangements for the purchase of such Shares by other persons selected by the Company and reasonably satisfactory to the Representative are not made within 36 hours after such default, this Agreement will terminate without liability to any non-defaulting Underwriter or the Company unless the Company elects to reduce the principal amount of the Securities to be offered by the amount of the Securities that the defaulting Underwriter failed to purchase, in which event the non-defaulting Underwriters will have the right to purchase all, but shall not be under any obligation to purchase any, of such reduced principal amount of the Securities. In the event the non-defaulting Underwriters decline to purchase all of such reduced principal amount of the Securities, this Agreement will terminate without any liability on the part of the non-defaulting Underwriters or the Company.

(c) In the event of a default by any Underwriter as set forth in this Section 9, the Closing Date shall be postponed for such period, not exceeding five Business Days, as the Representatives shall determine in order that the required changes in the Registration Statement and the Final Prospectus or in any other documents or arrangements may be effected. Nothing contained in this Agreement shall relieve any defaulting Underwriter of its liability, if any, to the Company and any non-defaulting Underwriter for damages occasioned by its default hereunder.

10. Payment of Expenses.

(a) Whether or not the transactions contemplated by the Transaction Agreements are consummated or this Agreement is terminated, the Company will pay or cause to be paid all costs and expenses incident to the performance of its obligations under the Transaction Agreements, including without limitation, (i) the costs incident to the authorization, issuance, sale, preparation and delivery of the Securities and any taxes payable in that connection; (ii) the costs incident to the preparation, printing and filing under the Act of the Registration Statement, the Preliminary Prospectus, any Issuer Free Writing Prospectus, the Disclosure Package and the Final Prospectus (including all exhibits, amendments and supplements thereto) and the distribution thereof; (iii) the costs of reproducing and distributing each of the Transaction Agreements and all other agreements or documents printed and delivered in connection with the offering of the Securities; (iv) the fees and expenses incurred in connection with the registration or qualification of the Securities under the state or foreign securities or blue sky laws of such jurisdictions as the Representatives may designate and the preparation, printing and distribution of a Blue Sky Memorandum (including the related reasonable fees and expenses of counsel for the Underwriters); (v) all expenses and application fees incurred in connection with any filing with, and clearance of the offering by, FINRA (including reasonable fees and expenses of counsel to the Underwriters); (vi) all expenses incurred by the Company or the Underwriters in connection with any "road show" presentation to potential investors; (vii) the fees and expenses of any rating agencies rating the Securities; and (x) any fees and expenses of the Trustee. Notwithstanding the foregoing, it is understood and agreed that, except as expressly provided in Sections 6 and 10(b), the Underwriters will pay all of their own costs and expenses, including, without limitation, fees and disbursements of their counsel (other than for blue sky and FINRA matters provided above in this Section 10(a)), and transfer taxes on the resale by them of any of the Securities.

(b) If (i) this Agreement is terminated pursuant to Section 8, (ii) the Company for any reason fails to tender the Securities, if any, for delivery to the Underwriters or (iii) the Underwriters decline to purchase the Securities for any reason permitted under this Agreement, the Company agrees to reimburse the Underwriters for all out-of-pocket costs and expenses (including the fees and expenses of their counsel) reasonably incurred by the Underwriters in connection with the Transaction Agreements and the transactions contemplated thereby, and the Company shall not in any event be liable to any of the Underwriters for any other amount, including, without limitation, damages on account of loss of anticipated profits from the sale of the Securities.

11. Representations and Warranties to Survive. The respective agreements, representations, warranties, indemnities and other statements of the Company or its officers and of the Underwriters set forth in or made pursuant to this Agreement will remain in full force and effect, regardless of any investigation made by or on behalf of any Underwriter or the Company or any of the officers, directors, employees, agents or controlling persons referred to in Section 6 hereof, and will survive delivery of and payment for the Securities. The provisions of Sections 6 and 10 hereof shall survive the termination or cancellation of this Agreement.

12. U.S. Special Resolution Regime. In the event that any Underwriter that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Underwriter of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

In the event that any Underwriter that is a Covered Entity or a BHC Act Affiliate of such Underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

As used in this Section 12:

“**BHC Act Affiliate**” has the meaning assigned to the term “affiliate” in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k).

“**Covered Entity**” means any of the following:

- (i) a “**covered entity**” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);
- (ii) a “**covered bank**” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or
- (iii) a “**covered FSI**” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

“**Default Right**” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

“**U.S. Special Resolution Regime**” means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

13. Notices. All communications hereunder will be in writing and effective only on receipt, and, if sent to (i) the Representatives, will be mailed, delivered or telefaxed to Barclays Capital Inc., 745 Seventh Avenue, New York, New York 10019, Attention: Syndicate Registration (fax: 646-834-8133), BofA Securities, Inc., 114 West 47th Street NY8-114-07-01, New York, New York 10036, Attention: High Grade Transaction Management/Legal, (fax no.: (212) 901-7881, email: dg.hg\_ua\_notices@bofa.com), Citigroup Global Markets Inc., 388 Greenwich Street, New York, New York 10013, Attention: General Counsel (fax: 646-291-1469), J.P. Morgan Securities LLC, 383 Madison Avenue, New York, New York 10179, Attention: Investment Grade Syndicate Desk (fax: 212-834-6081) and Morgan Stanley & Co. LLC, 1585 Broadway, New York, New York 10036, Attention: Investment Banking Division (fax no.: (212) 761-6691) and (ii) the Company, will be mailed, delivered or telefaxed to Exelon Corporation, 10 South Dearborn Street, 54th Floor, P.O. Box 805398, Chicago, Illinois 60680-5398, Attention: Vice President and Treasurer (fax no.: (312) 394-8925); E-mail: ryan.brown@exeloncorp.com and confirmed to the General Counsel (fax no.: (312) 394-5443).

14. Successors. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and the officers, directors, employees, agents and controlling persons referred to in Section 6 hereof, and no other person will have any right or obligation hereunder.

15. Research Analyst Independence. The Company and the Underwriters acknowledge that the Underwriters’ research analysts and research departments are required to be independent from their respective investment banking divisions and are subject to certain regulations and internal policies, and that such Underwriters’ research analysts may hold views and make statements or investment recommendations and/or publish research reports with respect to the Company and/or the offering of the Securities that differ from the views of their respective investment banking divisions. The Company hereby waives and releases, to the fullest extent permitted by law, any claims that the Company may have against the Underwriters with respect to any conflict of interest that may arise from the fact that the views expressed by their independent research analysts and research departments may be different from or inconsistent with the views or advice communicated to the Company by such Underwriters’ investment banking divisions. The Company acknowledges that each of the Underwriters is a full service securities firm and as such from time to time, subject to applicable securities laws, may effect transactions for its own account or the account of its customers and hold long or short positions in debt securities of the Company.

16. Patriot Act Acknowledgment. The parties hereto acknowledge that in accordance with the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), the Underwriters are required to obtain, verify and record information that identifies their respective clients, including the Company, which information may include the name and address of their respective clients, as well as other information that will allow the Underwriters to properly identify their respective clients.

17. No Fiduciary Duty. The Company hereby acknowledges that (a) the purchase and sale of the Securities pursuant to this Agreement is an arm’s-length commercial transaction between the Company, on the one hand, and the Underwriters and any affiliate thereof through which it may be acting, on the other, (b) the Underwriters are acting as principals and not as agents or fiduciaries of the Company and (c) the Company’s engagement of the

Underwriters in connection with the offering and the process leading up to the offering is as independent contractors and not in any other capacity. Furthermore, the Company agrees that it is solely responsible for making its own judgments in connection with the offering (irrespective of whether any of the Underwriters has advised or is currently advising the Company on related or other matters). The Company agrees that it will not claim that the Underwriters have rendered advisory services of any nature or respect, or owe an agency, fiduciary or similar duty to the Company, in connection with such transaction or the process leading thereto.

18. Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed within the State of New York.

19. Waiver of Jury Trial. The Company and the Underwriters hereby irrevocably waive, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

20. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement.

21. Electronic Signature. Counterparts may be delivered via facsimile, electronic mail (including any electronic signature covered by the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law) www.docusign.com or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

22. Headings. The section headings used herein are for convenience only and shall not affect the construction hereof.

23. Certain Defined Terms. The terms which follow, when used in this Agreement, shall have the meanings indicated.

“Act” shall mean the Securities Act of 1933, as amended, and the rules and regulations of the Commission promulgated thereunder.

“Agreement” shall mean this Underwriting Agreement including all schedules attached hereto and made a part hereof.

“Applicable Time of Sale” shall mean 5:10 PM Eastern Time on February 22, 2024.

“Base Prospectus” shall mean the base prospectus filed by the Company referred to in paragraph 1(a) above contained in the Registration Statement on the Effective Date.

“Business Day” shall mean any day other than a Saturday, a Sunday or a legal holiday or a day on which banking institutions or trust companies are authorized or obligated by law to close in New York City.

“Commission” shall mean the Securities and Exchange Commission.

“Disclosure Package” shall mean (i) the Preliminary Prospectus, including the Base Prospectus, as amended and supplemented to the Applicable Time of Sale, (ii) the final term sheet prepared and filed pursuant to Section 4(b) hereof, (iii) any Issuer Free Writing Prospectus and (iv) any other Free Writing Prospectus that the parties hereto shall hereafter expressly agree in writing to treat as part of the Disclosure Package. Notwithstanding any provision hereof to the contrary, each document included in the Disclosure Package shall be deemed to include all documents incorporated therein by reference, whether any such incorporated document is filed before or after the document into which it is incorporated, so long as the incorporated document is filed before the Applicable Time of Sale.

“Effective Date” shall mean each date and time that the Registration Statement, any post-effective amendment or amendments thereto became or becomes effective.

“Exchange Act” shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder.

“Execution Time” shall mean the date and time that this Agreement is executed and delivered by the parties hereto.

“Final Prospectus” shall mean the prospectus supplement relating to the Securities that was first filed by the Company pursuant to Rule 424(b) after the Execution Time, together with the Base Prospectus.

“FINRA” shall mean The Financial Industry Regulatory Authority.

“Investment Company Act” shall mean the Investment Company Act of 1940, as amended, and the rules and regulations of the Commission promulgated thereunder.

“Issuer Free Writing Prospectus” shall mean any “issuer free writing prospectus” as defined in Rule 433 under the Act.

“Preliminary Prospectus” shall mean any preliminary prospectus supplement to the Base Prospectus which describes the Securities and the offering thereof and is used prior to the filing of the Final Prospectus by the Company, together with the Base Prospectus.

“Registration Statement” shall mean the registration statement referred to in paragraph 1(a) above, including exhibits and financial statements and any prospectus supplement relating to the Securities that is filed with the Commission pursuant to Rule 424(b) and deemed part of such registration statement pursuant to Rule 430B, as amended on the Effective Date and, in the event any post-effective amendment thereto becomes effective prior to the Closing Date, shall also mean such registration statement as so amended, as the case may be.

“Rule 158,” “Rule 163,” “Rule 164,” “Rule 172,” “Rule 405,” “Rule 415,” “Rule 424,” “Rule 430B,” “Rule 433,” Rule 456,” “Rule 457,” and “Rule 462” and any subsections thereof, refer to such rules and any subsections thereof under the Act.

“Rule 430B Information” shall mean information with respect to the Securities and the offering thereof permitted to be omitted from the Registration Statement when it becomes effective pursuant to Rule 430B.

“Significant Subsidiary” shall have the meaning ascribed to such term in Regulation S-X under the Act.

“Trust Indenture Act” shall mean the Trust Indenture Act of 1939, as amended and the rules and regulations of the Commission promulgated thereunder.

[signature page follows]

Very truly yours,

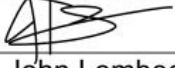
EXELON CORPORATION

By:  \_\_\_\_\_  
Name: Ryan Brown  
Title: Vice President and Treasurer

Accepted as of the date first set forth above:

Acting on behalf of itself and the several Underwriters listed in Schedule I hereto.

BARCLAYS CAPITAL INC.

By:   
Name: \_\_\_\_\_  
Title: **John Lembeck**  
**Director**

BOFA SECURITIES, INC.

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

CITIGROUP GLOBAL MARKETS INC.

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

J.P. MORGAN SECURITIES LLC

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

MORGAN STANLEY & CO. LLC

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

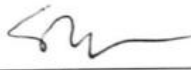
Accepted as of the date first set forth above:

Acting on behalf of itself and the several Underwriters listed in Schedule 1 hereto.

BARCLAYS CAPITAL INC.

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

BOFA SECURITIES, INC.

By:  \_\_\_\_\_  
Name: *SHAWN COHEN*  
Title: *MANAGING DIRECTOR*

CITIGROUP GLOBAL MARKETS INC.

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

J.P. MORGAN SECURITIES LLC

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

MORGAN STANLEY & CO. LLC

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



Accepted as of the date first set forth above:

Acting on behalf of itself and the several Underwriters listed in Schedule I hereto.

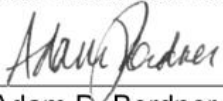
BARCLAYS CAPITAL INC.

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

BOFA SECURITIES, INC.

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

CITIGROUP GLOBAL MARKETS INC.

By:  \_\_\_\_\_  
Name: Adam D. Bordner  
Title: Managing Director

J.P. MORGAN SECURITIES LLC

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

MORGAN STANLEY & CO. LLC

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

Accepted as of the date first set forth above:

Acting on behalf of itself and the several Underwriters listed in Schedule I hereto.

BARCLAYS CAPITAL INC.

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

BOFA SECURITIES, INC.

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

CITIGROUP GLOBAL MARKETS INC.

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

J.P. MORGAN SECURITIES LLC

By: Robert Bottamedi  
Name: Robert Bottamedi  
Title: Executive Director

MORGAN STANLEY & CO. LLC

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

Accepted as of the date first set forth above:

Acting on behalf of itself and the several Underwriters listed in  
Schedule I hereto.

BARCLAYS CAPITAL INC.

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

BOFA SECURITIES, INC.

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

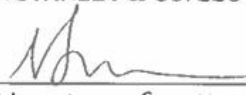
CITIGROUP GLOBAL MARKETS INC.

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

J.P. MORGAN SECURITIES LLC

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

MORGAN STANLEY & CO. LLC

By:  \_\_\_\_\_  
Name: Natalie Smithson  
Title: Vice President

Schedule 1

<b>Underwriter</b>	<b>Principal Amount of 2029 Notes to be Purchased</b>	<b>Principal Amount of 2034 Notes to be Purchased</b>	<b>Principal Amount of 2053 Notes to be Purchased</b>
Barclays Capital Inc. ....	\$119,600,000	\$119,600,000	\$73,600,000
BofA Securities, Inc. ....	119,600,000	119,600,000	73,600,000
Citigroup Global Markets Inc.....	119,600,000	119,600,000	73,600,000
J.P. Morgan Securities LLC .....	119,600,000	119,600,000	73,600,000
Morgan Stanley & Co. LLC .....	119,600,000	119,600,000	73,600,000
Huntington Securities, Inc. ....	10,834,000	10,833,000	6,667,000
M&T Securities, Inc. ....	10,833,000	10,834,000	6,666,000
Santander US Capital Markets LLC.....	10,833,000	10,833,000	6,667,000
CastleOak Securities, L.P.....	3,900,000	3,900,000	2,400,000
Drexel Hamilton, LLC.....	3,900,000	3,900,000	2,400,000
Mischler Financial Group, Inc.....	3,900,000	3,900,000	2,400,000
Samuel A. Ramirez & Company, Inc.....	3,900,000	3,900,000	2,400,000
Siebert Willians Shank & Co., LLC.....	3,900,000	3,900,000	2,400,000
<b>Total.....</b>	<b>\$650,000,000</b>	<b>\$650,000,000</b>	<b>\$400,000,000</b>

Underwriting Agreement, dated February 22, 2024

Registration Statement No. 333-266487

Representatives:

Barclays Capital Inc.  
BofA Securities, Inc.  
Citigroup Global Markets Inc.  
J.P. Morgan Securities LLC  
Morgan Stanley & Co. LLC

A. Title, Purchase Price and Description of 2029 Notes:

Title: 5.150% Notes Due 2029

Principal amount: \$650,000,000

Price to public: 99.781% (\$648,576,500)

Underwriting discount: 0.600% (\$3,900,000)

Purchase price: 99.181% (\$644,676,500), plus accrued interest, if any

Sinking fund provisions: None

Redemption provisions: As set forth in the Final Prospectus

Other provisions: As set forth in the Final Prospectus

B. Title, Purchase Price and Description of 2034 Notes:

Title: 5.450% Notes Due 2034

Principal amount: \$650,000,000

Price to public: 99.835% (\$648,927,500)

Underwriting discount: 0.650% (\$4,225,000)

Purchase price: 99.185% (\$644,702,500), plus accrued interest, if any

Sinking fund provisions: None

Redemption provisions: As set forth in the Final Prospectus

Other provisions: As set forth in the Final Prospectus

C. Title, Purchase Price and Description of 2053 Notes:

Title: 5.600% Notes Due 2053

Principal amount: \$400,000,000

Schedule 2-1

AmericasActive:19593367.4

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Price to public: 97.683% (\$390,732,000)

Underwriting discount: 0.875% (\$3,500,000)

Purchase price: 96.808% (\$387,232,000), plus accrued interest, if any

Sinking fund provisions: None

Redemption provisions: As set forth in the Final Prospectus

Other provisions: As set forth in the Final Prospectus

D. Other Provisions Relating to the Securities

Closing Date, Time and Location: February 27, 2024 at approximately 10:00 A.M. ET

Ballard Spahr LLP  
1735 Market Street, 51<sup>st</sup> Floor  
Philadelphia, Pennsylvania 19103

Type of Offering: Non-delayed

Applicable Time of Sale of the Securities pursuant to Section 1(d) of the Underwriting Agreement: 5:10 PM ET, February 22, 2024

## FORM OF COMPANY COUNSEL OPINION

1. The Company is a corporation duly incorporated and presently subsisting under the laws of the Commonwealth of Pennsylvania and duly authorized to exercise all the powers recited in its charter or certificate of incorporation, and to transact business in the Commonwealth of Pennsylvania.
2. The Company has all requisite corporate power and authority to own or lease, as the case may be, its properties and conduct its business as described in the Disclosure Package and the Final Prospectus.
3. The Agreement has been duly authorized, executed and delivered by the Company.
4. The Indenture has been duly authorized, executed and delivered by the Company. The Indenture has been duly qualified under the Trust Indenture Act.
5. The Securities have been duly authorized, executed and delivered by the Company and, when authenticated and delivered by the Trustee against payment therefor, will constitute legal, valid and binding obligations of the Company.
6. The execution and delivery of the Agreement by the Company and the performance of the Company's obligations thereunder, and the issuance and sale of the Securities to you, do not and will not contravene, result in a breach or violation of, or imposition of any lien, charge or encumbrance upon any property or asset of the Company pursuant to (i) the Articles of Incorporation or By-Laws of the Company, (ii) the terms of any indenture, contract, lease, mortgage, deed of trust, note agreement, loan agreement or other agreement, obligation, condition, covenant or instrument to which the Company is a party or bound or to which its property is subject that is listed in the Exhibit Index to the Company's Form 10-K for the fiscal year ended December 31, 2023 or (iii) any statute, law, rule, regulation, judgment, order or decree applicable to the Company of any court, regulatory body, administrative agency, governmental body, arbitrator or other authority having jurisdiction over the Company or any of its properties.
7. No consent, approval, authorization, or order of, or qualification with, any state commission or regulatory authority or of any other governmental body or agency of the Commonwealth of Pennsylvania is required to be obtained by the Company with respect to the issuance and sale of the Securities and the performance by the Company of its obligations under the Transaction Agreements.
8. Our firm is not representing the Company in any pending litigation in which it is a named defendant, or in any litigation that is overtly threatened in writing against it by a potential claimant, that challenges the validity or enforceability of, or seeks to enjoin the performance of, the transactions contemplated by the Transaction Agreements, and to our knowledge, there are no pending legal proceedings in the Commonwealth of Pennsylvania to which the Company or any subsidiary is a party which is required to be set forth pursuant to Item 103 of Regulation S-K promulgated under the Securities Act in the documents incorporated by reference in the Disclosure Package and the Final Prospectus other than those referred to in such documents.
9. The Registration Statement has become effective under the Act; any required filing of the Base Prospectus, the Preliminary Prospectus and the Final Prospectus, and any supplements thereto, pursuant to Rule 424(b) has been made in the manner and within the time period required by Rule 424(b); to our knowledge, no stop order suspending the effectiveness of the Registration Statement or any notice by the Commission objecting to its use has been issued, no proceedings for that purpose have been instituted or threatened, and the Registration Statement (other than the financial statements and other financial information contained therein, as to which we express no opinion) as of the date the Registration Statement originally became effective under the Act, and together with the Preliminary Prospectus and the Final Prospectus, as of each "new effective date" within respect to the Securities pursuant to and within the meaning of Rule 430B(f)(2) under the Act, complied, and the Preliminary Prospectus and the Final Prospectus (other than the financial statements and other financial information contained therein, as to which we express no opinion), as of their respective dates, complied, and the Final Prospectus (other than the financial statements and other financial

information contained therein, as to which we express no opinion), as of the date hereof, complies, in each case as to form in all material respects with the applicable requirements of the Act, the Securities Exchange Act of 1934, as amended, and the Trust Indenture Act and the respective rules thereunder.

10. The statements under the captions “Description of the Notes” and “Material United States Federal Income Tax Considerations” in the Time of Sale Information and the Prospectus, insofar as such statements constitute a summary of the legal matters or documents referred to therein, are accurate in all material respects.
11. The Company is not, and immediately after giving effect to the offering and sale of the Securities and the application of the proceeds thereof as described under “Use of Proceeds” in the Time of Sale Information and the Prospectus will not be, required to register as an “investment company” as such term is defined in the Investment Company Act of 1940, as amended.

We have participated in the preparation of the Registration Statement, the Disclosure Package and the Final Prospectus, including participation in conferences with officers of the Company and the Company’s accountants. Although we have not undertaken to determine independently and assume no responsibility for the accuracy, completeness or fairness of the statements contained in the Registration Statement, the Disclosure Package or the Final Prospectus (except as provided in paragraph 9 above), based on that participation, we have no reason to believe that (1) the Registration Statement, at each time it became effective under the Act and (2) the Final Prospectus, as of its date and the date hereof in light of the circumstances under which they were made, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading (except, in the case of the Registration Statement, the Form T-1s and in the case of the Registration Statement and the Final Prospectus, the financial statements and other financial and statistical data included or incorporated by reference therein, as to which we express no opinion or belief). Additionally, we have no reason to believe that the Disclosure Package, as of the Applicable Time of Sale, contained any untrue statement of a material fact or omitted to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading (other than the financial statements and other financial information contained therein, as to which we express no opinion or belief).



**Exelon Corporation**  
**Pricing Term Sheet**

**\$650,000,000 5.150% Notes Due 2029**  
**\$650,000,000 5.450% Notes Due 2034**  
**\$400,000,000 5.600% Notes Due 2053**

<b>Issuer:</b>	<b>Exelon Corporation</b>	<b>Exelon Corporation</b>	<b>Exelon Corporation</b>
Expected Ratings:	--	--	--
Security Type:	Notes	Notes	Notes
Trade Date:	February 22, 2024	February 22, 2024	February 22, 2024
Settlement Date*:	February 27, 2024 (T+3)	February 27, 2024 (T+3)	February 27, 2024 (T+3)
Principal Amount:	\$650,000,000	\$650,000,000	\$400,000,000
Maturity Date:	March 15, 2029	March 15, 2034	March 15, 2053
Coupon:	5.150%	5.450%	5.600%
Interest Payment Dates:	Semi-annually on March 15 and September 15, commencing September 15, 2024	Semi-annually on March 15 and September 15, commencing September 15, 2024	Semi-annually on March 15 and September 15, commencing March 15, 2024
Benchmark Treasury:	4.00% due January 31, 2029	4.00% due February 15, 2034	4.75% due November 15, 2053
Benchmark Treasury Price and Yield:	98-18 1/4 / 4.324%	97-13+ / 4.321%	104-21 / 4.465%
Spread to Benchmark Treasury:	87.5 basis points	115 basis points	130 basis points
Re-Offer Yield:	5.199%	5.471%	5.765%
Offering Price <sup>1</sup> :	99.781% of Principal Amount	99.835% of Principal Amount	97.683% of Principal Amount
Qualified Reopening:	N/A	N/A	There is currently outstanding \$650 million in aggregate principal amount of Notes of this series that were issued on February 16, 2023. The Notes offered hereby will be fungible with the previously issued Notes of this series, and the Notes offered hereby and such previously issued Notes, taken together, will be treated as a single series for all purposes.
Optional Redemption:	At any time prior to February 15, 2029 (one	Any time prior to December 15, 2033 (three	Any time prior to September 15, 2052 (six

<sup>1</sup> Without giving effect to accrued interest that must be paid by the purchasers of the 2053 notes from September 15, 2023 to, but excluding, the issuance date.

<b>Issuer:</b>	<b>Exelon Corporation</b>	<b>Exelon Corporation</b>	<b>Exelon Corporation</b>
	<p>month prior to the maturity date) (the “Par Call Date”), at a make whole price equal to the greater of (a) the sum of the present values of the remaining scheduled payments of principal and interest thereon discounted to the redemption date (assuming the bonds matured on the Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 15 basis points less (b) interest accrued to the date of redemption, and 100% of the principal amount of the bonds to be redeemed, plus, in each case, accrued and unpaid interest to the redemption date.</p> <p>At any time on or after the Par Call Date, at 100% of the principal amount, plus accrued and unpaid interest to the redemption date.</p>	<p>months prior to the maturity date) (the “Par Call Date”), at a make whole price equal to the greater of (a) the sum of the present values of the remaining scheduled payments of principal and interest thereon discounted to the redemption date (assuming the bonds matured on the Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 20 basis points less (b) interest accrued to the date of redemption, and 100% of the principal amount of the bonds to be redeemed, plus, in each case, accrued and unpaid interest to the redemption date.</p> <p>At any time on or after the Par Call Date, at 100% of the principal amount, plus accrued and unpaid interest to the redemption date.</p>	<p>months prior to the maturity date) (the “Par Call Date”), at a make whole price equal to the greater of (a) the sum of the present values of the remaining scheduled payments of principal and interest thereon discounted to the redemption date (assuming the bonds matured on the Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 30 basis points less (b) interest accrued to the date of redemption, and 100% of the principal amount of the bonds to be redeemed, plus, in each case, accrued and unpaid interest to the redemption date.</p> <p>At any time on or after the Par Call Date, at 100% of the principal amount, plus accrued and unpaid interest to the redemption date.</p>
CUSIP/ISIN:	30161NBM2 / US30161NBM20	30161NBN0 / US30161NBN03	30161NBL4 / US30161NBL47
Joint Bookrunners:	Barclays Capital Inc. BofA Securities, Inc. Citigroup Global Markets Inc. J.P. Morgan Securities LLC Morgan Stanley & Co. LLC	Barclays Capital Inc. BofA Securities, Inc. Citigroup Global Markets Inc. J.P. Morgan Securities LLC Morgan Stanley & Co. LLC	Barclays Capital Inc. BofA Securities, Inc. Citigroup Global Markets Inc. J.P. Morgan Securities LLC Morgan Stanley & Co. LLC
Senior Co-Managers:	Huntington Securities, Inc. M&T Securities, Inc. Santander US Capital Markets LLC	Huntington Securities, Inc. M&T Securities, Inc. Santander US Capital Markets LLC	Huntington Securities, Inc. M&T Securities, Inc. Santander US Capital Markets LLC
Co-Managers:	CastleOak Securities, L.P. Drexel Hamilton, LLC Mischler Financial Group, Inc. Samuel A. Ramirez & Company, Inc. Siebert Williams Shank & Co., LLC	CastleOak Securities, L.P. Drexel Hamilton, LLC Mischler Financial Group, Inc. Samuel A. Ramirez & Company, Inc. Siebert Williams Shank & Co., LLC	CastleOak Securities, L.P. Drexel Hamilton, LLC Mischler Financial Group, Inc. Samuel A. Ramirez & Company, Inc. Siebert Williams Shank & Co., LLC

<b>Issuer:</b>	<b>Exelon Corporation</b>	<b>Exelon Corporation</b>	<b>Exelon Corporation</b>
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\*We expect to deliver the bonds on or about February 27, 2024, which will be the third business day following the date of this term sheet (“T+3”). Under Rule 15c6-1 under the Exchange Act, trades in the secondary market generally are required to settle in two business days, unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade bonds on the date of this term sheet will be required, by virtue of the fact that the bonds initially will settle in T+3, to specify an alternate settlement cycle at the time of any such trade to prevent failed settlement and should consult their own advisors.

**The issuer has filed a registration statement (including a prospectus) with the SEC for the offering to which this communication relates. Before you invest, you should read the prospectus in that registration statement and other documents the issuer has filed with the SEC for more complete information about the issuer and this offering. You may get these documents for free by visiting EDGAR on the SEC Web site at [www.sec.gov](http://www.sec.gov). Alternatively, the issuer, any underwriter or any dealer participating in the offering will arrange to send you the prospectus if you request it by calling Barclays Capital Inc. toll-free at 1-888-603-5847, BofA Securities, Inc. toll-free at 1-800-294-1322, Citigroup Global Markets Inc. toll-free at 1-800-831-9146, J.P. Morgan Securities LLC collect at 1-212-834-4533 and Morgan Stanley & Co. LLC toll-free at 1-866-718-1649.**



## SEVENTH SUPPLEMENTAL INDENTURE

THIS SEVENTH SUPPLEMENTAL INDENTURE, dated as of February 27, 2024 (this "Supplemental Indenture"), is between EXELON CORPORATION, a Pennsylvania corporation (the "Company"), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association, as trustee (the "Trustee").

### WITNESSETH

WHEREAS, pursuant to the Indenture, dated as of June 11, 2015, between the Company and the Trustee as amended by the First Supplemental Indenture, dated as of June 11, 2015, the Second Supplemental Indenture, dated as of December 2, 2015, the Third Supplemental Indenture, dated as of April 7, 2016, the Fourth Supplemental Indenture, dated as of April 1, 2020, the Fifth Supplemental Indenture, dated as of March 7, 2022, and the Sixth Supplemental Indenture, dated as of February 1, 2023 (the "Base Indenture" and, together with and as supplemented by this Supplemental Indenture, the "Indenture"), the Company may from time to time issue and sell Securities (as defined in the Base Indenture) in one or more series and, pursuant to Section 2.3 of the Base Indenture, the Company may establish the form or terms of Securities of any series issued thereunder through one or more supplemental indentures pursuant to Section 2.4 of the Base Indenture;

WHEREAS, the Company desires by this Supplemental Indenture to create and authorize two new series of Securities entitled as follows: (i) "5.150% Notes due 2029" (the "2029 Notes"), limited initially to \$650,000,000 in aggregate principal amount and (ii) "5.450% Notes due 2034" (the "2034 Notes" and, together with the 2029 Notes, the "New Notes"), limited initially to \$650,000,000 in aggregate principal amount, and to provide the terms and conditions of the Notes and upon which the Notes are to be executed, registered, authenticated, issued and delivered, the Company has duly authorized the execution and delivery of this Supplemental Indenture;

WHEREAS, the Company has duly authorized the execution and delivery of this Supplemental Indenture to establish the 2029 Notes and the 2034 Notes, each as a series of Securities under the Base Indenture and to provide for, among other things, the issuance and form of each series of New Notes and the terms, provisions and conditions thereof;

WHEREAS, the 2029 Notes and the 2034 Notes are two series of Securities and are being issued under the Base Indenture and are subject to the terms contained therein and herein;

WHEREAS, the 2029 Notes and the 2034 Notes are to be substantially in the forms attached hereto as Exhibit A-1 and Exhibit A-2, respectively;

WHEREAS, pursuant to the Sixth Supplemental Indenture, dated as of February 1, 2023 (the "Sixth Supplemental Indenture"), the Company created and authorized a series of Securities entitled "5.600% Notes due 2053" (the "2053 Notes" and, collectively with the New Notes, the "Notes"), limited initially to \$650,000,000 in aggregate principal amount;

WHEREAS, the terms and provisions of the 2053 Notes, and the form thereof, were set forth in the Sixth Supplemental Indenture;

WHEREAS, pursuant to Section 2(b) of the Sixth Supplemental Indenture, the Company may, from time to time and without consent of any Holders of the Notes, re-open any series of Notes on terms identical in all respects to the outstanding Notes of such series (except for the date of issuance, the date interest begins to accrue and, in certain circumstances, the first interest payment date), so that such additional Notes shall be consolidated with, form a single series with and increase the aggregate principal amount of the Notes of such series;

WHEREAS, the Company desires by this Supplemental Indenture to re-open the 2053 Notes as a “qualified reopening” for U.S. federal income tax purposes and additionally issue \$400,000,000 of aggregate principal amount of 2053 Notes; and

WHEREAS, all acts and things necessary to make the Notes, when executed by the Company and authenticated and delivered by or on behalf of the Trustee as provided in the Base Indenture and this Supplemental Indenture, the valid, binding and legal obligations of the Company, and to make this Supplemental Indenture a legal, binding and enforceable agreement, have been done and performed.

NOW, THEREFORE, in order to declare the terms and conditions upon which the Notes are executed, registered, authenticated, issued and delivered, and in consideration of the foregoing premises and the purchase of such Notes by the Holders thereof, the Company and the Trustee mutually covenant and agree, for the equal and proportionate benefit of the Holders from time to time of the Notes, as follows:

Section 1. Definitions. For all purposes of this Supplemental Indenture, the following terms will have the respective meanings set forth in this Section 1. Terms used in this Supplemental Indenture and not defined herein shall have the respective meanings given such terms in the Base Indenture.

(a) “2053 Notes” means those Notes created and authorized by the Sixth Supplemental Indenture as a series of Securities entitled “5.600% Notes due 2053”, limited initially to \$650,000,000 in aggregate principal amount.

(b) “Definitive Notes” means certificated Notes.

(c) “DTC” means The Depository Trust Company, a New York corporation.

(d) “Electronic Signature” means any electronic signature covered by the Electronic Signatures in Global and National Commerce Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law (e.g., www.docusign.com).

(e) “Registrar” means the office or agency with respect to the Notes, where the Notes may be presented for registration of transfer or exchange.

(f) “Sixth Supplemental Indenture” means that certain Sixth Supplemental Indenture, dated as of February 1, 2023, between the Company and the Trustee.

Section 2. Creation and Authorization of Series.

(a) There is hereby created and authorized the following two new series of Securities to be offered and issued under the Base Indenture, to be designated as the:

- (i) “5.150% Notes due 2029”; and
- (ii) “5.450% Notes due 2034”.

(b) The 2029 Notes shall be limited initially to \$650,000,000 in aggregate principal amount and the 2034 Notes shall be limited initially to \$650,000,000 in aggregate principal amount. Notwithstanding the foregoing initial aggregate principal amounts, the Company may, from time to time and without consent of any Holders of the Notes, re-open any series of Notes on terms identical in all respects to the outstanding Notes of such series (except for the date of issuance, the date interest begins to accrue and, in certain circumstances, the first interest payment date), so that such additional notes shall be consolidated with, form a single series with and increase the aggregate principal amount of the Notes of such series; provided, that the additional notes shall have a separate CUSIP number unless: (i) the additional notes and the outstanding Notes of the original series are treated as part of the same “issue” of debt instruments for U.S. federal income tax purposes, (ii) the additional notes are issued pursuant to a “qualified reopening” of the outstanding Notes of the original series for U.S. federal income tax purposes or (iii) the additional notes are, and the outstanding Notes of the original series were, issued without or with less than a de minimis amount of original issue discount for U.S. federal income tax purposes. Such additional notes shall have the same terms as to ranking, redemption, guarantees, waivers, amendments or otherwise, as the applicable series of Notes, and will vote together as one class on all matters with respect to such series of Notes.

(c) The form of security for the 2029 Notes is Exhibit A-1 and the form of security for the 2034 Notes is Exhibit A-2.

(d) The date on which the principal is payable on each series of the New Notes, unless accelerated pursuant to the terms of the Indenture, shall be as provided in the applicable form of security attached hereto as Exhibit A-1 or Exhibit A-2.

(e) The Notes of each series of New Notes shall bear interest as provided in the applicable form of security attached hereto as Exhibit A-1 or Exhibit A-2. The Interest Payment Dates, and the Regular Record Dates for the determination of Holders of the New Notes to whom such interest is payable, for each series, shall be as provided in the applicable form of security attached hereto as Exhibit A-1 or Exhibit A-2.

(f) The New Notes will be the Company’s direct unsecured general obligations and will rank equally with all of its existing and future unsecured and unsubordinated debt, will be senior in right of payment to all of its existing and future subordinated debt and will be junior to any of its future secured debt to the extent of the value of the collateral securing such secured debt.

(g) The New Notes will be issued only in fully registered form, without coupons, in denominations provided herein and in the applicable forms of security attached hereto as Exhibit A-1 or Exhibit A-2.

(h) The New Notes shall be subject to the Events of Default provided in Section 5.1 of the Base Indenture. For purposes of the New Notes (but not other Securities, unless provided by the terms thereof), an “Event of Default” shall also include:

the Company’s failure to pay principal at maturity or acceleration following a default in an aggregate amount of \$100 million or more with respect to any Indebtedness (as defined below) of the Company (not including Indebtedness of the Company’s Subsidiaries), or the acceleration of any of the Company’s Indebtedness in an aggregate amount of \$100 million or more, which default is not cured, waived or postponed pursuant to an agreement with the holders of the Indebtedness within 30 days after written notice, or the acceleration is not rescinded or annulled within 30 days after written notice.

As used above, “Indebtedness” means all obligations for borrowed money.

(i) The discharge, defeasance and covenant defeasance provisions that will apply to the New Notes shall be as provided in the Base Indenture.

(j) The New Notes of each series shall be issued in the form of one or more Registered Global Securities substantially in the applicable form of security attached hereto as Exhibit A-1 or Exhibit A-2. The Company initially appoints The Depository Trust Company to act as Depository with respect to the New Notes of each series. Additional provisions applicable to the New Notes issued in the form of a Registered Global Security are set forth in the applicable form of security attached hereto as Exhibit A-1 or Exhibit A-2.

(k) The New Notes shall be issuable only in minimum denominations of \$2,000 and any integral multiples of \$1,000 in excess thereof.

(l) The Trustee will initially act as the Paying Agent with respect to the New Notes. The office of the Paying Agent will be located at 311 South Wacker Drive, Suite 6200B, Floor 62, Mailbox #44, Chicago, Illinois 60606.

(m) Notwithstanding Sections 2.5 and 2.6 of the Base Indenture, the New Notes of each series may be executed by the Company and authenticated by the Trustee by manual signature or Electronic Signature.

(n) Except as otherwise set forth herein and in the New Notes, the terms of the New Notes shall be as set forth in the Base Indenture, including those made part of the Base Indenture by reference to the Trust Indenture Act.

### Section 3. Additional Issuance of 2053 Notes.

(a) Pursuant to Section 2(b) of the Sixth Supplemental Indenture, the Company hereby re-opens the 2053 Notes on terms identical in all respects to the outstanding



2053 Notes (except for the date of issuance, the date interest begins to accrue and the first interest payment date), so that such additional notes shall be consolidated with, form a single series with and increase the aggregate principal amount of the 2053 Notes.

(b) On February 27, 2024, there shall be additionally issued \$400,000,000 of 2053 Notes in the form set forth in Exhibit A-3 of the Sixth Supplemental Indenture, such additional notes having the same terms as to ranking, redemption, guarantees, waivers, amendments or otherwise, as the 2053 Notes, and will vote together as one class on all matters with respect to the 2053 Notes.

(c) Upon the issuance of the additional 2053 Notes, the total outstanding aggregate principal amount of 2053 Notes shall be \$1,050,000,000.

Section 4. Optional Redemption. The Company shall have the right to redeem the New Notes, in whole or in part, at its option, as follows: the 2029 Notes may be redeemed at any time prior to February 15, 2029 and the 2034 Notes may be redeemed at any time prior to December 15, 2033 (in each case with respect to the applicable series of New Notes, the “Par Call Date”), upon at least 10 days’ but no more than 60 days’ notice, at a redemption price (expressed as a percentage of the principal amount and rounded to three decimal places) equal to the greater of:

(i) 100% of the principal amount of the New Notes to be redeemed,  
and

(ii) (a) the sum of the present values of the remaining scheduled payments of principal and interest on the New Notes to be redeemed (exclusive of interest accrued to the redemption date) to February 15, 2029 or in the case of the 2029 Notes, December 15, 2033, in the case of the 2034 Notes discounted to the redemption date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined below) plus 15 basis points in the case of the 2029 Notes and plus 20 basis points in the case of the 2034 Notes, less (b) interest accrued to the redemption date;

plus, in each case, accrued and unpaid interest on the principal amount being redeemed to but excluding the date of redemption.

On or after the applicable Par Call Date, the Company shall have the right to redeem the New Notes, in whole or in part, at its option, at a redemption price equal to 100% of the principal amount of the Notes being redeemed plus accrued and unpaid interest thereon to but excluding the date of redemption.

“Treasury Rate” means, with respect to any redemption date, the yield determined by the Company in accordance with the following two paragraphs.

The Treasury Rate shall be determined by the Company after 4:15 p.m., New York City time (or after such time as yields on U.S. government securities are posted daily by the Board of Governors of the Federal Reserve System), on the third business day preceding the redemption date based upon the yield or yields for the most recent day that appear after such time on such day in the most recent statistical release published by the Board of Governors of the Federal

Reserve System designated as “Selected Interest Rates (Daily) - H.15” (or any successor designation or publication) (“H.15”) under the caption “U.S. government securities–Treasury constant maturities–Nominal” (or any successor caption or heading) (“H.15 TCM”). In determining the Treasury Rate, the Company shall select, as applicable: (1) the yield for the Treasury constant maturity on H.15 exactly equal to the period from the redemption date to the Par Call Date (the “Remaining Life”); or (2) if there is no such Treasury constant maturity on H.15 exactly equal to the Remaining Life, the two yields – one yield corresponding to the Treasury constant maturity on H.15 immediately shorter than and one yield corresponding to the Treasury constant maturity on H.15 immediately longer than the Remaining Life – and shall interpolate to the Par Call Date on a straight-line basis (using the actual number of days) using such yields and rounding the result to three decimal places; or (3) if there is no such Treasury constant maturity on H.15 shorter than or longer than the Remaining Life, the yield for the single Treasury constant maturity on H.15 closest to the Remaining Life. For purposes of this paragraph, the applicable Treasury constant maturity or maturities on H.15 shall be deemed to have a maturity date equal to the relevant number of months or years, as applicable, of such Treasury constant maturity from the redemption date.

If on the third business day preceding the redemption date H.15 TCM is no longer published, the Company shall calculate the Treasury Rate based on the rate per annum equal to the semi-annual equivalent yield to maturity at 11:00 a.m., New York City time, on the second business day preceding such redemption date of the United States Treasury security maturing on, or with a maturity that is closest to, the Par Call Date, as applicable. If there is no United States Treasury security maturing on the Par Call Date but there are two or more United States Treasury securities with a maturity date equally distant from the Par Call Date, one with a maturity date preceding the Par Call Date and one with a maturity date following the Par Call Date, the Company shall select the United States Treasury security with a maturity date preceding the Par Call Date. If there are two or more United States Treasury securities maturing on the Par Call Date or two or more United States Treasury securities meeting the criteria of the preceding sentence, the Company shall select from among these two or more United States Treasury securities the United States Treasury security that is trading closest to par based upon the average of the bid and asked prices for such United States Treasury securities at 11:00 a.m., New York City time. In determining the Treasury Rate in accordance with the terms of this paragraph, the semi-annual yield to maturity of the applicable United States Treasury security shall be based upon the average of the bid and asked prices (expressed as a percentage of the principal amount) at 11:00 a.m., New York City time, of such United States Treasury security, and rounded to three decimal places.

The Company’s actions and determinations in determining the redemption price shall be conclusive and binding for all purposes, absent manifest error.

In the case of a partial redemption, selection of Definitive Notes for redemption will be made by lot by the Trustee. No New Notes of a principal amount of \$2,000 or less will be redeemed in part. If any New Notes are to be redeemed in part only, the notice of redemption that relates to such New Notes will state the portion of the principal amount of the New Notes to be redeemed. A new Definitive Note in a principal amount equal to the unredeemed portion of a Definitive Note will be issued in the name of the Holder of such Definitive Note upon surrender for cancellation of the original Definitive Note. For so long as the New Notes are held by DTC

(or another Depository), the redemption of the Notes shall be done in accordance with the policies and procedures of the Depository.

Unless the Company defaults in payment of the redemption price, on and after the redemption date interest will cease to accrue on the New Notes or portions thereof called for redemption.

Any optional redemption may be conditioned upon the consummation of one or more other transactions, including any debt or equity issuance by the Company or any of its parent companies or Subsidiaries. The Trustee shall not have responsibility for calculating any redemption price.

Redemption of the New Notes of one series may be made without the redemption the Notes of any other series.

Section 5. Effect of Supplemental Indenture. This Supplemental Indenture is a supplemental indenture within the meaning of the Base Indenture. The provisions of this Supplemental Indenture are intended to supplement those of the Base Indenture as in effect immediately prior to the execution and delivery hereof. The Base Indenture shall remain in full force and effect except to the extent that the provisions of the Base Indenture are expressly modified by the terms of this Supplemental Indenture. The Base Indenture, as supplemented and amended by this Supplemental Indenture, is in all respects ratified, confirmed and approved and, with respect to the Notes, the Base Indenture, as supplemented and amended by this Supplemental Indenture, shall be read, taken and construed as one and the same instrument.

Notwithstanding any other provision of the Base Indenture or this Supplemental Indenture to the contrary, to the extent any provisions of this Supplemental Indenture or any Note issued hereunder shall conflict with any provision of the Base Indenture, the provisions of this Supplemental Indenture (including the terms and conditions of the series of Notes set forth in Section 2 hereof) shall govern.

Section 6. Governing Law. This Supplemental Indenture shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws principles thereunder, except to the extent that the law of any other jurisdiction shall be mandatorily applicable.

Section 7. Waiver of Jury Trial. EACH OF THE COMPANY AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS SUPPLEMENTAL INDENTURE OR THE TRANSACTION CONTEMPLATED HEREBY.

Section 8. Trustee's Disclaimer. The Trustee shall not be responsible for and makes no representation as to the validity or adequacy of the Notes of any series, it shall not be accountable for the Company's use of the proceeds from the Notes of any series or any money paid to the Company or upon the Company's direction under any provision of the Indenture or the Notes, it shall not be responsible for the use or application of any money received by any Paying Agent other than the Trustee, and it shall not be responsible for any statement or recital

herein or any statement in the Notes of any series or any other document in connection with the sale of the Notes of any series or pursuant to this Supplemental Indenture other than its certificate of authentication.

Section 9. Amendments and Supplements. Except as provided below, this Supplemental Indenture and the terms of the Notes shall be modified only as provided in Article VIII of the Base Indenture.

Section 10. Trust Indenture Act Controls. If any provision hereof limits, qualifies or conflicts with the duties imposed by the Trust Indenture Act § 318(c), the imposed duties shall control.

Section 11. Counterpart Originals. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. Delivery of an executed counterpart of a signature page to this Supplemental Indenture by Electronic Signature, or other electronic transmission (i.e. a “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart thereof. The exchange of copies of this Supplemental Indenture and of signature pages by Electronic Signature, or PDF transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture and signature pages for all purposes.

[The remainder of this page is left blank intentionally]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the day and year first above written.

EXELON CORPORATION

By:  \_\_\_\_\_  
Name: Ryan Brown  
Title: Vice President and Treasurer

[Signature page to Seventh Supplemental Indenture]

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THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A., as Trustee

By:   
Name:  
Title: Authorized Signatory

[Signature page to Seventh Supplemental Indenture]

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Exhibit A-1

[Face of Security]

[THIS SECURITY IS A REGISTERED GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF THE DEPOSITORY (AS DEFINED IN THE INDENTURE GOVERNING THIS SECURITY) OR A NOMINEE OF THE DEPOSITORY, WHICH SHALL BE TREATED BY THE COMPANY, THE TRUSTEE AND ANY AGENT THEREOF AS OWNER AND HOLDER OF THIS SECURITY FOR ALL PURPOSES.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, THIS CERTIFICATE IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY (AND ANY PAYMENT HEREON IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY), AND ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFERS OF THIS REGISTERED GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO NOMINEES OF THE DEPOSITORY TRUST COMPANY OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE.]<sup>1</sup>

EXELON CORPORATION

Certificate No. [●]

[\$500,000,000]

5.150% NOTES DUE 2029

CUSIP No. 30161NBM2

ISIN No. US30161NBM20

Exelon Corporation, a Pennsylvania corporation (the "Company"), for value received, hereby promises to pay to [CEDE & CO.]<sup>2</sup>, as nominee for The Depository Trust Company, or its registered assigns, the principal sum of [Five Hundred Million] Dollars (\$[500,000,000]) [or such greater or lesser amount as is indicated on the Schedule of Adjustments attached hereto]<sup>3</sup> on

<sup>1</sup> Insert in Global Notes only.

<sup>2</sup> Insert in Global Notes only.

<sup>3</sup> Insert in Global Notes only.

March 15, 2029, and to pay interest thereon, as provided on the reverse hereof, until the principal and any unpaid and accrued interest are paid or duly provided for.

Interest Payment Dates: March 15 and September 15 of each year, with the first payment to be made on September 15, 2024.

Regular Record Dates: March 14 and September 14 (or if not a Business Day, the immediately preceding Business Day).

The provisions on the back of this certificate are incorporated as if set forth on the face hereof.



IN WITNESS WHEREOF, EXELON CORPORATION has caused this instrument to be duly signed.

EXELON CORPORATION

By: \_\_\_\_\_  
Name: Ryan Brown  
Title: Vice President and Treasurer

[Signature page to 2029 Note]

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TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

The Bank of New York Mellon Trust  
Company, N.A., as Trustee

By: \_\_\_\_\_  
Authorized Signatory

Dated: February 27, 2024

[Signature page to 2029 Note]

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[Reverse of Security]

EXELON CORPORATION

5.150% NOTES DUE 2029

1. **Interest.** Exelon Corporation, a Pennsylvania corporation (the “Company”), promises to pay or cause to be paid interest on the principal amount of this Security at the rate per annum shown above. The Company shall pay interest, payable semi-annually in arrears, on March 15 and September 15 of each year, or if any such day is not a Business Day, on the next succeeding Business Day, with the first payment to be made on September 15, 2024. Interest on the Securities shall accrue from and include the date that the Securities are issued to and excluding the date of maturity or redemption. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

2. **Maturity.** The Securities will mature on March 15, 2029 (the “Maturity Date”).

3. **Method of Payment.** Except as provided in the Indenture (as defined below), the Company shall pay interest on the Securities on the applicable Interest Payment Dates, as set forth on the face of this security, to the persons who are Holders of record of Securities at the close of business on the immediately preceding Regular Record Date, as set forth on the face of this Security. Holders must surrender Securities to a Paying Agent to collect the principal amount. The Company shall pay, in money of the United States that at the time of payment is legal tender for payment of public and private debts, all amounts due in cash with respect to the Securities, which amounts shall be paid by wire transfer of immediately available funds to the account designated by the Depository for the Securities or its nominee.

4. **Paying Agent and Registrar.** Initially, The Bank of New York Mellon Trust Company, N.A. (the “Trustee”), shall act as Paying Agent. The Company initially appoints the Trustee as the Registrar. The Company may change any Paying Agent or Registrar without prior notice to the Holders. The Company or any of its Subsidiaries may act in any such capacity.

5. **Indenture.** The Company issued the Securities under the Indenture, dated as of June 11, 2015 as amended by the First Supplemental Indenture, dated as of June 11, 2015, the Second Supplemental Indenture, dated as of December 2, 2015, the Third Supplemental Indenture, dated as of April 7, 2016, the Fourth Supplemental Indenture, dated as of April 1, 2020, the Fifth Supplemental Indenture, dated as of March 7, 2022, and the Sixth Supplemental Indenture, dated as of February 1, 2023 (the “Base Indenture”), among the Company and the Trustee, as supplemented by the Seventh Supplemental Indenture, dated as of February 27, 2024 (the “Seventh Supplemental Indenture” and, together with the Base Indenture, as supplemented, the “Indenture”), among the Company and the Trustee. The terms of the Securities include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939 (15 U.S. Code §§ 77aaa-77bbb), as amended and in effect from time to time (the “Trust Indenture Act”). The Securities are subject to all such terms, and Holders are referred to the Indenture and the Trust Indenture Act for a statement of such terms. To the extent any provision of this Security conflicts with the express provisions of the Indenture, the provisions of the Indenture shall govern and be controlling. The Indenture does not limit the aggregate

principal amount of Securities that may be issued thereunder. Subject to the conditions set forth in the Indenture and without the consent of the Holders, the Company may issue additional Securities of the same series under the Indenture. All Securities of the same series, including any such additional Securities, shall be treated as a single class of securities under the Indenture. Terms used herein without definition and that are defined in the Indenture have the meanings assigned to them in the Indenture.

6. **Redemption.** The Securities may be redeemed at the option of the Company as set forth in Section 4 of the Seventh Supplemental Indenture.

7. **Denominations, Transfer, Exchange.** The Securities are in registered form in minimum denominations of \$2,000 and any integral multiples of \$1,000 in excess thereof. The provisions of Section 2.8 of the Base Indenture (Registration, Transfer and Exchange) shall apply to the Securities.

8. **Persons Deemed Owners.** The registered Holder of a Security shall be treated as the owner of such Security for all purposes.

9. **Amendments, Supplements and Waivers.** The Indenture and the Securities may be amended or supplemented as provided in the Indenture.

10. **Defaults and Remedies.** If an Event of Default with respect to the Securities shall occur and be continuing, the principal of all the Securities may be declared due and payable in the manner and with the effect provided in the Indenture.

The Indenture provides that no Holder of any Security of any series may enforce any remedy with respect to such series under the Indenture unless (a) such Holder previously shall have given to the Trustee written notice of an Event of Default, (b) the Holders of not less than 33% in aggregate principal amount of the Securities of such series then Outstanding (treated as a single class) shall have made written request upon the Trustee to institute such action or proceedings in its own name as Trustee and shall have offered to the Trustee such reasonable indemnity as it may require against the costs, expenses and liabilities to be incurred therein or thereby, (c) the Trustee for 60 days after its receipt of such notice, request and offer of indemnity shall have failed to institute any such action or proceeding, and (d) no direction inconsistent with such written request shall have been given to the Trustee pursuant to Section 5.9 of the Base Indenture; provided, however, that such provision shall not prevent the Holder hereof from enforcing payment of the principal of or interest on this Security.

11. **Discharge and Defeasance.** The Indenture contains provisions for discharge and for the defeasance of the entire indebtedness of this Security and certain restrictive covenants upon compliance by the Company with certain conditions set forth therein.

12. **Trustee Dealings with the Company.** The Trustee, in its individual or any other capacity, may make loans to, accept deposits from, and perform services for the Company or its affiliates, and may otherwise deal with the Company or its affiliates, as if it were not the Trustee.

13. **No Recourse Against Others.** A director, officer, employee, incorporator or stockholder of the Company, as such, shall not have any liability for any obligations of the

Company under the Securities or the Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder by accepting a Security waives and releases all such liability. The waiver and release are part of the consideration for the issuance of the Securities.

14. **Authentication.** This Security shall not be valid until authenticated by the manual signature or Electronic Signature of the Trustee or an authenticating agent in accordance with the Indenture.

15. **Abbreviations.** Customary abbreviations may be used in the name of a Holder or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entirety), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian) and U/G/M/A (= Uniform Gifts to Minors Act).

16. **CUSIP and ISIN Numbers.** Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Company has caused CUSIP and ISIN numbers to be printed on the Securities and the Trustee and the Company may use CUSIP and ISIN numbers in notices of redemption as a convenience to Holders. No representation is made as to the accuracy of such numbers either as printed on the Securities or as contained in any notice of redemption and reliance may be placed only on the other identification numbers placed thereon.

17. **Governing Law.** This Security and the Indenture shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws principles thereunder, except to the extent that the law of any other jurisdiction shall be mandatorily applicable.

18. **Waiver of Jury Trial.** EACH OF THE COMPANY, EACH HOLDER, AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS SECURITY, THE INDENTURE OR THE TRANSACTION CONTEMPLATED HEREBY.

THE COMPANY SHALL FURNISH TO ANY HOLDER UPON WRITTEN REQUEST AND WITHOUT CHARGE A COPY OF THE BASE INDENTURE OR ANY RELEVANT SUPPLEMENTAL INDENTURE. REQUESTS MAY BE MADE TO THE REGISTERED OFFICE OF THE COMPANY.

SCHEDULE A

[SCHEDULE OF ADJUSTMENTS]<sup>4</sup>

<u>Date Adjustment Made</u>	<u>Principal Amount Increase</u>	<u>Principal Amount Decrease</u>	<u>Principal Amount Following Adjustment</u>	<u>Notification Made on Behalf of the Trustee</u>
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<sup>4</sup> Insert in Global Notes only.

Exhibit A-2

[Face of Security]

[THIS SECURITY IS A REGISTERED GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF THE DEPOSITORY (AS DEFINED IN THE INDENTURE GOVERNING THIS SECURITY) OR A NOMINEE OF THE DEPOSITORY, WHICH SHALL BE TREATED BY THE COMPANY, THE TRUSTEE AND ANY AGENT THEREOF AS OWNER AND HOLDER OF THIS SECURITY FOR ALL PURPOSES.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, THIS CERTIFICATE IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY (AND ANY PAYMENT HEREON IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY), AND ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFERS OF THIS REGISTERED GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO NOMINEES OF THE DEPOSITORY TRUST COMPANY OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE.]<sup>5</sup>

EXELON CORPORATION

Certificate No. [●]

[\$500,000,000]

5.450% NOTES DUE 2034

CUSIP No. 30161NBN0

ISIN No. US30161NBN03

Exelon Corporation, a Pennsylvania corporation (the "Company"), for value received, hereby promises to pay to [CEDE & CO.]<sup>6</sup>, as nominee for The Depository Trust Company, or its registered assigns, the principal sum of [Five Hundred Million] Dollars (\$[500,000,000]) [or such greater or lesser amount as is indicated on the Schedule of Adjustments attached hereto]<sup>7</sup> on

<sup>5</sup> Insert in Global Notes only.

<sup>6</sup> Insert in Global Notes only.

<sup>7</sup> Insert in Global Notes only.

March 15, 2034, and to pay interest thereon, as provided on the reverse hereof, until the principal and any unpaid and accrued interest are paid or duly provided for.

Interest Payment Dates: March 15 and September 15 of each year, with the first payment to be made on September 15, 2024.

Regular Record Dates: March 14 and September 14 (or if not a Business Day, the immediately preceding Business Day).

The provisions on the back of this certificate are incorporated as if set forth on the face hereof.



IN WITNESS WHEREOF, EXELON CORPORATION has caused this instrument to be duly signed.

EXELON CORPORATION

By: \_\_\_\_\_  
Name: Ryan Brown  
Title: Vice President and Treasurer

[Signature page to 2034 Note]

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TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

The Bank of New York Mellon Trust  
Company, N.A., as Trustee

By: \_\_\_\_\_  
Authorized Signatory

Dated: February 27, 2024

[Signature page to 2034 Note]

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[Reverse of Security]

EXELON CORPORATION

5.450% NOTES DUE 2034

1. **Interest.** Exelon Corporation, a Pennsylvania corporation (the “Company”), promises to pay or cause to be paid interest on the principal amount of this Security at the rate per annum shown above. The Company shall pay interest, payable semi-annually in arrears, on March 15 and September 15 of each year, or if any such day is not a Business Day, on the next succeeding Business Day, with the first payment to be made on September 15, 2024. Interest on the Securities shall accrue from and include the date that the Securities are issued to and excluding the date of maturity or redemption. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

2. **Maturity.** The Securities will mature on March 15, 2034 (the “Maturity Date”).

3. **Method of Payment.** Except as provided in the Indenture (as defined below), the Company shall pay interest on the Securities on the applicable Interest Payment Dates, as set forth on the face of this security, to the persons who are Holders of record of Securities at the close of business on the immediately preceding Regular Record Date, as set forth on the face of this Security. Holders must surrender Securities to a Paying Agent to collect the principal amount. The Company shall pay, in money of the United States that at the time of payment is legal tender for payment of public and private debts, all amounts due in cash with respect to the Securities, which amounts shall be paid by wire transfer of immediately available funds to the account designated by the Depository for the Securities or its nominee.

4. **Paying Agent and Registrar.** Initially, The Bank of New York Mellon Trust Company, N.A. (the “Trustee”), shall act as Paying Agent. The Company initially appoints the Trustee as the Registrar. The Company may change any Paying Agent or Registrar without prior notice to the Holders. The Company or any of its Subsidiaries may act in any such capacity.

5. **Indenture.** The Company issued the Securities under the Indenture, dated as of June 11, 2015 as amended by the First Supplemental Indenture, dated as of June 11, 2015, the Second Supplemental Indenture, dated as of December 2, 2015, the Third Supplemental Indenture, dated as of April 7, 2016, the Fourth Supplemental Indenture, dated as of April 1, 2020, the Fifth Supplemental Indenture, dated as of March 7, 2022, and the Sixth Supplemental Indenture, dated as of February 1, 2023 (the “Base Indenture”), among the Company and the Trustee, as supplemented by the Seventh Supplemental Indenture, dated as of February 27, 2024 (the “Seventh Supplemental Indenture” and, together with the Base Indenture, as supplemented, the “Indenture”), among the Company and the Trustee. The terms of the Securities include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939 (15 U.S. Code §§ 77aaa-77bbb), as amended and in effect from time to time (the “Trust Indenture Act”). The Securities are subject to all such terms, and Holders are referred to the Indenture and the Trust Indenture Act for a statement of such terms. To the extent any provision of this Security conflicts with the express provisions of the Indenture, the provisions of the Indenture shall govern and be controlling. The Indenture does not limit the aggregate

principal amount of Securities that may be issued thereunder. Subject to the conditions set forth in the Indenture and without the consent of the Holders, the Company may issue additional Securities of the same series under the Indenture. All Securities of the same series, including any such additional Securities, shall be treated as a single class of securities under the Indenture. Terms used herein without definition and that are defined in the Indenture have the meanings assigned to them in the Indenture.

6. **Redemption.** The Securities may be redeemed at the option of the Company as set forth in Section 4 of the Seventh Supplemental Indenture.

7. **Denominations, Transfer, Exchange.** The Securities are in registered form in minimum denominations of \$2,000 and any integral multiples of \$1,000 in excess thereof. The provisions of Section 2.8 of the Base Indenture (Registration, Transfer and Exchange) shall apply to the Securities.

8. **Persons Deemed Owners.** The registered Holder of a Security shall be treated as the owner of such Security for all purposes.

9. **Amendments, Supplements and Waivers.** The Indenture and the Securities may be amended or supplemented as provided in the Indenture.

10. **Defaults and Remedies.** If an Event of Default with respect to the Securities shall occur and be continuing, the principal of all the Securities may be declared due and payable in the manner and with the effect provided in the Indenture.

The Indenture provides that no Holder of any Security of any series may enforce any remedy with respect to such series under the Indenture unless (a) such Holder previously shall have given to the Trustee written notice of an Event of Default, (b) the Holders of not less than 33% in aggregate principal amount of the Securities of such series then Outstanding (treated as a single class) shall have made written request upon the Trustee to institute such action or proceedings in its own name as Trustee and shall have offered to the Trustee such reasonable indemnity as it may require against the costs, expenses and liabilities to be incurred therein or thereby, (c) the Trustee for 60 days after its receipt of such notice, request and offer of indemnity shall have failed to institute any such action or proceeding, and (d) no direction inconsistent with such written request shall have been given to the Trustee pursuant to Section 5.9 of the Base Indenture; provided, however, that such provision shall not prevent the Holder hereof from enforcing payment of the principal of or interest on this Security.

11. **Discharge and Defeasance.** The Indenture contains provisions for discharge and for the defeasance of the entire indebtedness of this Security and certain restrictive covenants upon compliance by the Company with certain conditions set forth therein.

12. **Trustee Dealings with the Company.** The Trustee, in its individual or any other capacity, may make loans to, accept deposits from, and perform services for the Company or its affiliates, and may otherwise deal with the Company or its affiliates, as if it were not the Trustee.

13. **No Recourse Against Others.** A director, officer, employee, incorporator or stockholder of the Company, as such, shall not have any liability for any obligations of the

Company under the Securities or the Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder by accepting a Security waives and releases all such liability. The waiver and release are part of the consideration for the issuance of the Securities.

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16. **CUSIP and ISIN Numbers.** Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Company has caused CUSIP and ISIN numbers to be printed on the Securities and the Trustee and the Company may use CUSIP and ISIN numbers in notices of redemption as a convenience to Holders. No representation is made as to the accuracy of such numbers either as printed on the Securities or as contained in any notice of redemption and reliance may be placed only on the other identification numbers placed thereon.

17. **Governing Law.** This Security and the Indenture shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws principles thereunder, except to the extent that the law of any other jurisdiction shall be mandatorily applicable.

18. **Waiver of Jury Trial.** EACH OF THE COMPANY, EACH HOLDER, AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS SECURITY, THE INDENTURE OR THE TRANSACTION CONTEMPLATED HEREBY.

THE COMPANY SHALL FURNISH TO ANY HOLDER UPON WRITTEN REQUEST AND WITHOUT CHARGE A COPY OF THE BASE INDENTURE OR ANY RELEVANT SUPPLEMENTAL INDENTURE. REQUESTS MAY BE MADE TO THE REGISTERED OFFICE OF THE COMPANY.

SCHEDULE A

[SCHEDULE OF ADJUSTMENTS]<sup>8</sup>

<u>Date Adjustment Made</u>	<u>Principal Amount Increase</u>	<u>Principal Amount Decrease</u>	<u>Principal Amount Following Adjustment</u>	<u>Notification Made on Behalf of the Trustee</u>
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<sup>8</sup> Insert in Global Notes only.





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1735 Market Street, 51st Floor  
Philadelphia, PA 19103-7599  
TEL 215.665.8500  
FAX 215.864.8999  
www.ballardspahr.com

February 27, 2024

Exelon Corporation  
10 South Dearborn Street  
49th Floor  
Chicago, Illinois 60603-3005

RE: Issuance of \$650,000,000 of Exelon Corporation's 5.150% notes due 2029, \$650,000,000 of its 5.450% notes due 2034 and \$400,000,000 of its 5.600% notes due 2053

Ladies and Gentlemen:

We have acted as counsel to Exelon Corporation (the "Company"), in connection with the issuance and sale by the Company of \$650,000,000 of its 5.150% notes due 2029 (the "2029 Notes"), \$650,000,000 of its 5.450% notes due 2034 (the "2034 Notes") and \$400,000,000 of its 5.600% notes due 2053 (the "2053 Notes" and, collectively with the 2029 Notes and the 2034 Notes, the "Notes"), covered by the Registration Statement on Form S-3, No. 333-266487 (as amended, the "Registration Statement"), filed by the Company with the U.S. Securities and Exchange Commission ("SEC") on August 3, 2022 under the Securities Act of 1933, as amended.

The Notes were issued under the terms of the Indenture, dated as of June 11, 2015 (the "Base Indenture") between the Company and The Bank of New York Mellon Trust Company, N. A., as trustee (the "Trustee"), as supplemented and amended by the First Supplemental Indenture, dated as of June 11, 2015 (the "First Supplemental Indenture"), the Second Supplemental Indenture, dated as of December 2, 2015 (the "Second Supplemental Indenture"), the Third Supplemental Indenture, dated as of April 7, 2016 (the "Third Supplemental Indenture"), the Fourth Supplemental Indenture, dated as of April 1, 2020 (the "Fourth Supplemental Indenture"), the Fifth Supplemental Indenture, dated as of March 7, 2022 (the "Fifth Supplemental Indenture"), the Sixth Supplemental Indenture, dated as of February 1, 2023 (the "Sixth Supplemental Indenture"), and the Seventh Supplemental Indenture, dated as of February 27, 2024 (the "Seventh Supplemental Indenture" and, together with the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture, the Fifth Supplemental Indenture, the Sixth Supplemental Indenture, and the Base Indenture, the "Indenture"), which Indenture is governed under the laws of the State of New York, and sold by the Company pursuant to the Underwriting Agreement dated February 22, 2024 among the Company, Barclays Capital Inc., BofA Securities, Inc., Citigroup Global Markets Inc., J.P. Morgan Securities LLC, and Morgan Stanley & Co. LLC.

We have examined originals or copies, certified or otherwise identified to our satisfaction, of (i) the Registration Statement and all exhibits thereto, (ii) the Prospectus Supplement, (iii) the Amended and Restated Articles of Incorporation of the Company, and (iv) the Amended and Restated Bylaws of the

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Company. We have also examined such corporate records and other agreements, documents and instruments, such certificates or comparable documents of public officials and officers and representatives of the Company, have made such inquiries of such officers and representatives and have considered such matters of law as we have deemed appropriate as the basis for the opinions hereinafter set forth.

In delivering this opinion, we have assumed the genuineness of all signatures, the legal capacity of natural persons, the authenticity of all documents submitted to us as originals, the conformity to originals of all documents submitted to us as certified, photostatic or conformed copies, the authenticity of originals of all such latter documents, and the accuracy and completeness of all records, information and statements submitted to us by officers and representatives of the Company. In making our examination of documents executed by parties other than the Company, we have assumed that such parties had the power, corporate or other, to enter into and perform all obligations thereunder and have also assumed the due authorization of all requisite action, corporate or other, and execution and delivery by such parties of such documents and the validity and binding effect thereof with respect to such parties.

Based upon and subject to the limitations and assumptions set forth herein, we are of the opinion that:

1. The Company is a corporation duly organized and validly subsisting under the laws of the Commonwealth of Pennsylvania; and
2. The Notes are legally issued and binding obligations of the Company enforceable against the Company in accordance with their respective terms (except to the extent enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or other similar laws affecting the enforcement of creditors' rights generally and by the effect of general principles of equity, regardless of whether considered in a proceeding in equity or at law).

We express no opinion as to the law of any jurisdiction other than the Commonwealth of Pennsylvania, the State of New York and the federal laws of the United States.

We hereby consent to the filing of this letter as Exhibit 5.1 to the Registration Statement, and to the use therein of this firm's name therein under the caption "Legal Matters." In giving such consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission.

Very truly yours,

*Ballard Spahr LLP*



# Ballard Spahr LLP

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1735 Market Street, 51st Floor  
Philadelphia, PA 19103-7599  
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February 27, 2024

Exelon Corporation  
10 South Dearborn Street,  
49th Floor,  
Chicago, Illinois 60603-3005

RE: Issuance of \$650,000,000 of Exelon Corporation's 5.150% notes due 2029, \$650,000,000 of its 5.450% notes due 2034 and \$400,000,000 of its 5.600% notes due 2053

Ladies and Gentlemen:

We have acted as counsel to Exelon Corporation (the "Company"), in connection with the issuance and sale by the Company of \$650,000,000 of its 5.150% notes due 2029 (the "2029 Notes"), \$650,000,000 of its 5.450% notes due 2034 (the "2034 Notes") and \$400,000,000 of its 5.600% notes due 2053 (the "2053 Notes" and, collectively with the 2029 Notes and the 2034 Notes, the "Notes"), covered by the Registration Statement on Form S-3, No. 333-266487 (as amended, the "Registration Statement"), filed by the Company with the U.S. Securities and Exchange Commission ("SEC") on August 3, 2022 under the Securities Act of 1933, as amended.

We are familiar with the proceedings to date with respect to the Registration Statement and have examined such records, documents and questions of law, and satisfied ourselves as to such matters of fact, as we have considered relevant and necessary as a basis for this opinion. In addition, we have assumed that there will be no change in the laws currently applicable to the Company and that such laws will be the only laws applicable to the Company. We have also assumed that there will be no change in the facts. Any such changes in the laws or the facts could alter our opinion.

Based upon and subject to the foregoing, the statements set forth in the Prospectus Supplement dated February 22, 2024 under the heading "Material United States Federal Income Tax Considerations," to the extent they constitute matters of federal income tax law or legal conclusions with respect thereto, represent our opinion.

In giving the foregoing opinion, we express no opinion as to the laws of any jurisdiction other than the federal income tax laws of the United States of America.

This opinion letter is limited to the matters stated herein and no opinion is implied or may be inferred beyond the matters expressly stated herein. This opinion is rendered as of the date hereof based on the law and facts in existence on the date hereof, and we do not undertake, and hereby disclaim, any obligation to advise you of any changes in law or fact, whether or not material, which may be brought to our attention at a later date.

Exelon Corporation  
February 27, 2024  
Page 2

We hereby consent to the filing of this opinion with the U.S. Securities and Exchange Commission as Exhibit 8.1 to the Registration Statement. We also consent to the use of our name under the heading "Material United States Federal Income Tax Considerations" in the Prospectus Supplement dated February 22, 2024 included in the Registration Statement. In giving this consent, we do not hereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act of 1933, as amended, or the rules or regulations of the Commission promulgated thereunder.

Very truly yours,

*Ballard Spahr LLP*

