

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, DC 20549

FORM 8-K

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

**August 10, 2013
Date of Report (Date of earliest event reported)**

Commission File Number	Exact Name of Registrant as Specified in Its Charter; State of Incorporation; Address of Principal Executive Offices; and Telephone Number	IRS Employer Identification Number
1-16169	EXELON CORPORATION (a Pennsylvania corporation) 10 South Dearborn Street P.O. Box 805379 Chicago, Illinois 60680-5379 (312) 394-7398	23-2990190
333-85496	EXELON GENERATION COMPANY, LLC (a Pennsylvania limited liability company) 300 Exelon Way Kennett Square, Pennsylvania 19348-2473 (610) 765-5959	23-3064219
1-1839	COMMONWEALTH EDISON COMPANY (an Illinois corporation) 440 South LaSalle Street Chicago, Illinois 60605-1028 (312) 394-4321	36-0938600
000-16844	PECO ENERGY COMPANY (a Pennsylvania corporation) P.O. Box 8699 2301 Market Street Philadelphia, Pennsylvania 19101-8699 (215) 841-4000	23-0970240
1-1910	BALTIMORE GAS AND ELECTRIC COMPANY (a Maryland corporation) 2 Center Plaza 110 West Fayette Street Baltimore, Maryland 21201 (410) 234-5000	52-0280210

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Section 1 – Registrant’s Business and Operations

Item 1.01. Entry into a Material Definitive Agreement

Effective as of August 10, 2013, Exelon Corporation (Exelon) and Commonwealth Edison Company (ComEd) entered into amendments to each of their respective revolving credit facilities (the Amendments). The Amendments relate to the IRS’s challenge to the position taken by Exelon on its 1999 federal income tax return with respect to the sale of ComEd’s fossil generating assets in a like-kind exchange transaction (Like-Kind Exchange Matter). The Amendments are intended to carve-out the non-cash impact of the Like-Kind Exchange Matter from the calculation of the interest coverage ratio under each of Exelon and ComEd’s respective credit facilities. The description of the Amendments set forth above is not complete and is qualified in its entirety by reference to the Amendments, copies of which are attached as exhibits 99.1, and 99.2, respectively, which are incorporated herein by reference.

Concurrently with the execution of the Amendments, Exelon, Exelon Generation Company, LLC, PECO Energy Company and Baltimore Gas and Electric Company each extended the maturity of each of their unsecured revolving credit facilities with aggregate bank commitments of \$500 million, \$5.3 billion, \$600 million and \$600 million, respectively, for an additional one year, to August 10, 2018.

Item 9.01 Financial Statements and Exhibits

<u>Exhibit No.</u>	<u>Description</u>
99.1	Amendment No. 3 to Credit Agreement dated as of March 23, 2011 among Exelon Corporation, as Borrower, the various financial institutions named therein, as Lenders, and JPMorgan Chase Bank, N.A., as Administrative Agent
99.2	Amendment No. 1 to Credit Agreement dated as of March 28, 2012 among Commonwealth Edison Company, as Borrower, the various financial institutions named therein, as Lenders, and JPMorgan Chase Bank, N.A., as Administrative Agent

* * * * *

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

This Current Report includes forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 that are subject to risks and uncertainties. The factors that could cause actual results to differ materially from these forward-looking statements include those discussed herein as well as those discussed in (1) Exelon’s 2012 Annual Report on Form 10-K in (a) ITEM 1A. Risk Factors, (b) ITEM 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations and (c) ITEM 8. Financial Statements and Supplementary Data: Note 19; (2) Exelon’s Second Quarter 2013 Quarterly Report on Form 10-Q in (a) Part II, Other Information, ITEM 1A. Risk Factors; (b) Part 1, Financial Information, ITEM 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations and (c) Part I, Financial Information, ITEM 1. Financial Statements: Note 18; and (3) other factors discussed in filings with the Securities and Exchange Commission by the Registrants. Readers are cautioned not to place undue reliance on these forward-looking statements, which apply only as of the date of this Current Report. None of the Registrants undertakes any obligation to publicly release any revision to its forward-looking statements to reflect events or circumstances after the date of this Current Report.

SIGNATURES

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

EXELON CORPORATION

/s/ Jonathan W. Thayer

Jonathan W. Thayer
Executive Vice President and Chief Financial Officer
Exelon Corporation

EXELON GENERATION COMPANY, LLC

/s/ Bryan P. Wright

Bryan P. Wright
Senior Vice President and Chief Financial Officer Exelon
Generation Company, LLC

COMMONWEALTH EDISON COMPANY

/s/ Joseph R. Trpik, Jr.

Joseph R. Trpik, Jr.
Senior Vice President, Chief Financial Officer and Treasurer
Commonwealth Edison Company

PECO ENERGY COMPANY

/s/ Phillip S. Barnett

Phillip S. Barnett
Senior Vice President, Chief Financial Officer and
Treasurer
PECO Energy Company

BALTIMORE GAS AND ELECTRIC COMPANY

/s/ Carim V. Khouzami

Carim V. Khouzami
Senior Vice President, Chief Financial Officer and Treasurer
Baltimore Gas and Electric Company

August 13, 2013

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
99.1	Amendment No. 3 to Credit Agreement dated as of March 23, 2011 among Exelon Corporation, as Borrower, the various financial institutions named therein, as Lenders, and JPMorgan Chase Bank, N.A., as Administrative Agent
99.2	Amendment No. 1 to Credit Agreement dated as of March 28, 2012 among Commonwealth Edison Company, as Borrower, the various financial institutions named therein, as Lenders, and JPMorgan Chase Bank, N.A., as Administrative Agent

AMENDMENT NO. 3 TO CREDIT AGREEMENT

This Amendment No. 3 to Credit Agreement (this "Amendment") is entered into as of August 10, 2013 by and among Exelon Corporation (the "Borrower"), JPMorgan Chase Bank, N.A., individually and as administrative agent (the "Administrative Agent"), and the other financial institutions signatory hereto (the "Lenders").

RECITALS

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

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

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

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

(a) Addition of Definitions. Section 1.01 of the Credit Agreement shall be amended by adding the following new definitions in the appropriate alphabetical order:

"Extension Date" means August 10, 2012.

"Like-Kind Exchange Matter" means the IRS's challenge to the position taken by the Borrower on its 1999 federal income tax return with respect to the sale of ComEd's fossil generating assets and the use of certain of the sale proceeds in a like-kind exchange transaction.

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

"Interest Expense" means, for any period, "interest expense" as shown on a consolidated statement of income of the Borrower for such period prepared in accordance with GAAP, excluding any non-cash interest expense recorded as "interest expense" on a consolidated statement of income of the Borrower in connection with the Like-Kind Exchange Matter.

"Net Cash Flows From Operating Activities" means, for any period, "Net Cash Flows provided by Operating Activities" as shown on a consolidated statement of cash flows of the Borrower for such period prepared in accordance with GAAP, excluding any "Changes in assets and liabilities" (as shown on such statement of cash flows) taken into account in determining such Net Cash Flows provided by Operating Activities (except for any non-cash changes in assets and liabilities recorded by the Borrower in connection with the Like-Kind Exchange Matter).

(c) Amendment to Section 2.17.1. Section 2.17.1 of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

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

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

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

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

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

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

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

3. Effectiveness. This Amendment shall become effective as of the date first set forth above (the "Third Amendment Effective Date") upon the execution and delivery hereof by the Borrower, the Administrative Agent and the Majority Lenders (without respect to whether it has been executed and delivered by all the Lenders).

4. Reference to and Effect Upon the Credit Agreement.

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

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

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

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

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

7. Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Amendment. Delivery of an executed counterpart hereof, or a signature page hereto, by facsimile or other electronic transmittal shall be effective as delivery of a manually executed counterpart of this Amendment.

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

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 to Credit Agreement as of the date first above written.

EXELON CORPORATION

By: /s/ Jonathan W. Thayer

Name: Jonathan W. Thayer

Title: EVP and CFO, Exelon Corp.

[Signature Page to Amendment No. 3 to Credit Agreement (Exelon)]

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

By: /s/ Juan Javellana

Name: Juan Javellana

Title: Executive Director

[Signature Page to Amendment No. 3 to Credit Agreement (Exelon)]

By: /s/ Andrew N. Taylor

Name: Andrew N. Taylor

Title: Vice President

[Signature Page to Amendment No. 3 to Credit Agreement (Exelon)]

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

By: /s/ Will Merritt

Name: Will Merritt

Title: Vice President

[Signature Page to Amendment No. 3 to Credit Agreement (Exelon)]

Barclays Bank PLC, as a Lender

By: /s/ Vanessa A. Kurbatskly

Name: Vanessa A. Kurbatskly

Title: Vice President

[Signature Page to Amendment No. 3 to Credit Agreement (Exelon)]

CITIBANK, N.A., as a Lender

By: /s/ Anita Brickell

Name: Anita Brickell

Title: Vice President

[Signature Page to Amendment No. 3 to Credit Agreement (Exelon)]

BNP Paribas, as a Lender

By: /s/ Francis DeLaney

Name: Francis DeLaney

Title: Managing Director

By: /s/ Pasquale Perraglia

Name: Pasquale Perraglia

Title: Director

[Signature Page to Amendment No. 3 to Credit Agreement (Exelon)]

By: /s/ Thane Rattew

Name: Thane Rattew

Title: Managing Director

[Signature Page to Amendment No. 3 to Credit Agreement (Exelon)]

By: /s/ Chi-Cheng Chen

Name: Chi-Cheng Chen

Title: Vice President

[Signature Page to Amendment No. 3 to Credit Agreement (Exelon)]

By: /s/ Shawn Young

Name: Shawn Young

Title: Director

[Signature Page to Amendment No. 3 to Credit Agreement (Exelon)]

**CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as a
Lender**

By: /s/ Kevin Buddhew

Name: Kevin Buddhew

Title: Authorized Signatory

By: /s/ Alex Verdone

Name: Alex Verdone

Title: Authorized Signatory

[Signature Page to Amendment No. 3 to Credit Agreement (Exelon)]

By: /s/ Mark Walton

Name: Mark Walton

Title: Authorized Signatory

[Signature Page to Amendment No. 3 to Credit Agreement (Exelon)]

MIZUHO BANK (USA), as a Lender

By: /s/ Leon Mo

Name: Leon Mo

Title: Senior Vice President

[Signature Page to Amendment No. 3 to Credit Agreement (Exelon)]

Morgan Stanley Bank, N.A., as a Lender

By: /s/ Kelly Chin

Name: Kelly Chin

Title: Authorized Signatory

[Signature Page to Amendment No. 3 to Credit Agreement (Exelon)]

By: /s/ Kyle E. Hoffman

Name: Kyle E. Hoffman

Title: Authorized Signatory

[Signature Page to Amendment No. 3 to Credit Agreement (Exelon)]

UBS AG STAMFORD BRAMCJ, as a Lender

By: /s/ Lana Gifas

Name: Lana Gifas

Title: Director

By: /s/ Joselin Fernandes

Name: Joselin Fernandes

Title: Associate Director

[Signature Page to Amendment No. 3 to Credit Agreement (Exelon)]

U.S. Bank, N.A., as a Lender

By: /s/ Eric J. Cosgrove

Name: Eric J. Cosgrove

Title: Vice President

[Signature Page to Amendment No. 3 to Credit Agreement (Exelon)]

By: /s/ Jon R. Hinard

Name: Jon R. Hinard

Title: Senior Vice President

[Signature Page to Amendment No. 3 to Credit Agreement (Exelon)]

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

By: /s/ Dixon Schultz
Name: Dixon Schultz
Title: Managing Director

By: /s/ Michael Willis
Name: Michael Willis
Title: Managing Director

[Signature Page to Amendment No. 3 to Credit Agreement (Exelon)]

SUMITOMO MITSUI BANKING CORPORATION, as a
Lender

By: /s/ James D. Weinstein

Name: James D. Weinstein

Title: Managing Director

[Signature Page to Amendment No. 3 to Credit Agreement (Exelon)]

Canadian Imperial Bank of Commerce, New York Agency,
as a Lender

By: /s/ Gordon Eadon
Name: Gordon Eadon
Title: Authorized Signatory

By: /s/ Robert Casey
Name: Robert Casey
Title: Authorized Signatory

[Signature Page to Amendment No. 3 to Credit Agreement (Exelon)]

TD BANK, N.A., as a Lender

By: /s/ David Perlman

Name: David Perlman

Title: Senior Vice President

[Signature Page to Amendment No. 3 to Credit Agreement (Exelon)]

By: /s/ Mark W. Rogers

Name: Mark W. Rogers

Title: Vice President

[Signature Page to Amendment No. 3 to Credit Agreement (Exelon)]

MANUFACTURERS AND TRADERS TRUST COMPANY,
as a Lender

By: /s/ Ramal L. Moreland

Name: Ramal L. Moreland

Title: Assistant Vice President

[Signature Page to Amendment No. 3 to Credit Agreement (Exelon)]

The Northern Trust Company, as a Lender

By: /s/ Keith Burson

Name: Keith Burson

Title: Vice President

[Signature Page to Amendment No. 3 to Credit Agreement (Exelon)]

KeyBank National Association, as a Lender

By: /s/ Sherrie I. Manson

Name: Sherrie I. Manson

Title: Senior Vice President

[Signature Page to Amendment No. 3 to Credit Agreement (Exelon)]

The Huntington National Bank, as a Lender

By: /s/ Joe Tonges

Name: Joe Tonges

Title: Senior Vice President

[Signature Page to Amendment No. 3 to Credit Agreement (Exelon)]

AMENDMENT NO. 1 TO CREDIT AGREEMENT

This Amendment No. 1 to Credit Agreement (this "Amendment") is entered into as of August 10, 2013 by and among Commonwealth Edison Company (the "Borrower"), JPMorgan Chase Bank, N.A., individually and as administrative agent (the "Administrative Agent"), and the other financial institutions signatory hereto (the "Lenders").

RECITALS

A. The Borrower, the Administrative Agent and the Lenders are party to that certain Credit Agreement dated as of March 28, 2012 (as amended, restated or otherwise modified from time to time, the "Credit Agreement"). Unless otherwise specified herein, capitalized terms used in this Amendment shall have the meanings ascribed to them by the Credit Agreement.

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

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

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

(a) Addition of Definition. Section 1.01 of the Credit Agreement shall be amended by adding the following new definition in the appropriate alphabetical order:

"Like-Kind Exchange Matter" means the IRS's challenge to the position taken by Exelon on its 1999 federal income tax return with respect to the sale of the Borrower's fossil generating assets and the use of certain of the sale proceeds in a like-kind exchange transaction.

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

"Interest Expense" means, for any period, "interest expense" as shown on a consolidated statement of income of the Borrower for such period prepared in accordance with GAAP, excluding any non-cash interest expense recorded as "interest expense" on a consolidated statement of income of the Borrower in connection with the Like-Kind Exchange Matter, plus Interest Expense to Affiliates for such period.

"Net Cash Flows From Operating Activities" means, for any period, "Net Cash Flows provided by Operating Activities" as shown on a consolidated statement of cash flows of the Borrower for such period prepared in accordance with GAAP, excluding any "Changes in assets and liabilities" (as shown on such statement of cash flows) taken into account in determining such Net Cash Flows provided by Operating Activities (except for any non-cash changes in assets and liabilities recorded by the Borrower in connection with the Like-Kind Exchange Matter).

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

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

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

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

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

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

3. Effectiveness. This Amendment shall become effective as of the date first set forth above (the "First Amendment Effective Date") upon the execution and delivery hereof by the Borrower, the Administrative Agent and the Majority Lenders (without respect to whether it has been executed and delivered by all the Lenders).

4. Reference to and Effect Upon the Credit Agreement.

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

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

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

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

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

7. **Counterparts.** This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Amendment. Delivery of an executed counterpart hereof, or a signature page hereto, by facsimile or other electronic transmittal shall be effective as delivery of a manually executed counterpart of this Amendment.

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

[Signature Pages Follow]

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

COMMONWEALTH EDISON COMPANY

By: /s/ Joseph R. Trpik

Name: Joseph R. Trpik

Title: Senior Vice President, CFO and Treasurer, ComEd

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

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

By: /s/ Juan Javellana

Name: Juan Javellana

Title: Executive Director

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

By: /s/ Andrew N. Taylor

Name: Andrew N. Taylor

Title: Vice President

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

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

By: /s/ Will Merritt

Name: Will Merritt

Title: Vice President

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

Barclays Bank PLC, as a Lender

By: /s/ Vanessa A. Kurbatskly

Name: Vanessa A. Kurbatskly

Title: Vice President

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

CITIBANK, N.A., as a Lender

By: /s/ Anita Brickell

Name: Anita Brickell

Title: Vice President

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

BNP Paribas, as a Lender

By: /s/ Francis DeLaney

Name: Francis DeLaney

Title: Managing Director

By: /s/ Pasquale Perraglia

Name: Pasquale Perraglia

Title: Director

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

By: /s/ Thane Rattew

Name: Thane Rattew

Title: Managing Director

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

By: /s/ Chi-Cheng Chen

Name: Chi-Cheng Chen

Title: Vice President

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

By: /s/ Shawn Young

Name: Shawn Young

Title: Director

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

**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as a Lender**

By: /s/ Kevin Buddhew

Name: Kevin Buddhew

Title: Authorized Signatory

By: /s/ Alex Verdone

Name: Alex Verdone

Title: Authorized Signatory

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

By: /s/ Mark Walton

Name: Mark Walton

Title: Authorized Signatory

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

MIZUHO BANK (USA), as a Lender

By: /s/ Leon Mo

Name: Leon Mo

Title: Senior Vice President

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

Morgan Stanley Bank, N.A., as a Lender

By: /s/ Kelly Chin

Name: Kelly Chin

Title: Authorized Signatory

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

By: /s/ Kyle E. Hoffman

Name: Kyle E. Hoffman

Title: Authorized Signatory

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

UBS LOAN FINANCE LLC, as a Lender

By: /s/ Lana Gifas

Name: Lana Gifas

Title: Director

By: /s/ Joselin Fernandes

Name: Joselin Fernandes

Title: Associate Director

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

U.S. Bank, N.A., as a Lender

By: /s/ Eric J. Cosgrove

Name: Eric J. Cosgrove

Title: Vice President

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

By: /s/ Jon R. Hinard

Name: Jon R. Hinard

Title: Senior Vice President

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

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

By: /s/ Dixon Schultz
Name: Dixon Schultz
Title: Managing Director

By: /s/ Michael Willis
Name: Michael Willis
Title: Managing Director

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

SUMITOMO MITSUI BANKING CORPORATION, as a
Lender

By: /s/ James D. Weinstein

Name: James D. Weinstein

Title: Managing Director

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

Canadian Imperial Bank of Commerce, New York Agency,
as a Lender

By: /s/ Gordon Eadon
Name: Gordon Eadon
Title: Authorized Signatory

By: /s/ Robert Casey
Name: Robert Casey
Title: Authorized Signatory

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

By: /s/ Mark W. Rogers

Name: Mark W. Rogers

Title: Vice President

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

MANUFACTURERS AND TRADERS TRUST COMPANY,
as a Lender

By: /s/ Ramal L. Moreland

Name: Ramal L. Moreland

Title: Assistant Vice President

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

The Northern Trust Company, as a Lender

By: /s/ Kyle E. Hoffman

Name: Keith Burson

Title: Vice President

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

KeyBank National Association, as a Lender

By: /s/ Sherrie I. Manson

Name: Sherrie I. Manson

Title: Senior Vice President

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

The Huntington National Bank, as a Lender

By: /s/ Joe Tonges

Name: Joe Tonges

Title: Senior Vice President

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