ExelonGeneration

4300 Winfield Road
Warrenville, IL 60555
630 657 2000 Office

RS-12-207

10 CFR 50.75

November 29, 2012

U. S. Nuclear Regulatory Commission
ATTN: Document Control Desk
Washington, DC 20555-0001

Clinton Power Station, Unit 1
Facility Operating License No. NPF-62
NRC Docket No. 50-461

Limerick Generating Station, Units 1 and 2
Facility Operating License Nos. NPF-39 and NPF-85
NRC Docket Nos. 50-352 and 50-353

Oyster Creek Nuclear Generating Station
Renewed Facility Operating License No. DPR-16
NRC Docket No. 50-219

Peach Bottom Atomic Power Station, Unit 1
Facility Operating License No. DPR-12
NRC Docket No. 50-171

Peach Bottom Atomic Power Station, Units 2 and 3
Renewed Facility Operating License Nos. DPR-44 and DPR-56
NRC Docket Nos. 50-277 and 50-278

Salem Generating Station, Units 1 and 2
Renewed Facility Operating License Nos. DPR-70 and DPR-75
NRC Docket Nos. 50-272 and 50-311

Three Mile Island Nuclear Station, Unit 1
Renewed Facility Operating License No. DPR-50
NRC Docket No. 50-289

Subject: Notice of Change in Trustee for Nuclear Decommissioning Trust Funds

In accordance with a condition of the Facility Operating Licenses for the reactors listed above, Exelon Generation Company, LLC (ExGen) is providing 30 days prior notification of amendments to the decommissioning trust agreements for those reactors. The Facility Operating Licenses for the reactors listed above require that the decommissioning trust agreement must provide that the agreement can not be amended in any material respect without 30 days prior written notification to the Director of the Office of Nuclear Reactor Regulation. The decommissioning funds are maintained in accordance with 10 CFR 50.75, "Reporting and recordkeeping for decommissioning planning."

On or about January 1, 2013, it is expected that The Northern Trust Company (Northern) will become successor Trustee to The Bank of New York Mellon (BYNM) the current Trustee named in the nuclear decommissioning trust agreements for the reactors listed above. Copies of the proposed amendment reflecting the change in Trustee for each of the affected trust agreements are included with this letter as Attachments 1 through 4. Northern is the current Trustee of the nuclear decommissioning trusts for the balance of the ExGen nuclear fleet (i.e., Braidwood, Byron, Dresden, LaSalle, and Quad Cities). Additional changes due to the change in trustee are that the trust agreements will be governed by the laws of the State of Illinois instead of the Commonwealth of Pennsylvania; and the notice information.

Attachment 1 is applicable to the Amended and Restated Qualified Nuclear Decommissioning Master Trust Agreement for the former PECO plants: Limerick Generating Station Units 1 and 2; Peach Bottom Atomic Power Station Units 2 and 3; and Salem Generating Station Units 1 and 2.

Attachment 2 is applicable to the Amended and Restated Nonqualified Nuclear Decommissioning Master Trust Agreement for the former PECO plants: Limerick Generating Station Units 1 and 2; Peach Bottom Atomic Power Station Units 1, 2, and 3; and Salem Generating Station Units 1 and 2.

Attachment 3 is applicable to the Amended and Restated Qualified Nuclear Decommissioning Master Trust Agreement for the former AmerGen plants: Clinton Power Station Unit 1; Oyster Creek Nuclear Generating Station; and Three Mile Island Nuclear Station Unit 1.

Attachment 4 is applicable to the Amended and Restated Nonqualified Nuclear Decommissioning Master Trust Agreement for the former AmerGen plants: Clinton Power Station Unit 1; Oyster Creek Nuclear Generating Station; and Three Mile Island Nuclear Station Unit 1.

The amended agreements will take effect, in the absence of any written notice of objection from the NRC, on or about January 1, 2013, which is greater than 30 days following the date of this letter. A copy of each of the executed amendments will be provided to the NRC by ExGen.

There are no regulatory commitments contained in this letter. Should you have any questions concerning this letter, please contact me at (630) 657-2823.

Respectfully,

Patrick R. Simpson
Manager - Licensing
Exelon Generation Company, LLC

Attachments:

1. Appointment of Trustee and Amendment to Former PECO Qualified Master Trust
2. Appointment of Trustee and Amendment to Former PECO Nonqualified Master Trust

3. Appointment of Trustee and Amendment to Former AmerGen Qualified Master Trust
4. Appointment of Trustee and Amendment to Former AmerGen Nonqualified Master Trust

ATTACHMENT 1

Appointment of Trustee and Amendment to Former PECO Qualified Master Trust

Execution Copy

Appointment of Trustee and Amendment to
Amended and Restated Qualified Nuclear Decommissioning Master Trust Agreement

THIS APPOINTMENT OF TRUSTEE AND AMENDMENT (this "***Amendment***") to Amended and Restated Qualified Nuclear Decommissioning Master Trust Agreement, dated as of November 28, 2012, among Exelon Generation Company, LLC, a Pennsylvania limited liability company ("***ExGen***"), Exelon Generation Consolidation, LLC, a Nevada limited liability company ("***Consolidation***"), and The Northern Trust Company, an Illinois state banking corporation (the "***Successor Trustee***").

W I T N E S S E T H:

WHEREAS, Consolidation desires to replace The Bank of New York Mellon (successor to Mellon Bank, N.A.), a New York banking corporation (the "***Existing Trustee***"), as trustee under the Amended and Restated Qualified Nuclear Decommissioning Master Trust Agreement, dated as of October 29, 2003, effective November 1, 2003, as amended (the "***Master Trust Agreement***"), by and between ExGen, Consolidation and Existing Trustee, which Master Trust Agreement governs the administration of trusts consisting of qualified nuclear decommissioning funds under section 468A of the Internal Revenue Code of 1986, as amended; and

WHEREAS, pursuant to Section 3.08 of the Master Terms for Trust Agreements, Consolidation desires to remove Existing Trustee, and to replace Existing Trustee with Successor Trustee, as trustee under the provisions of the Master Trust Agreement and further desires, in connection with such replacement, to amend the notice and governing law provisions in the Master Trust Agreement as hereinafter provided; and

WHEREAS, Consolidation desires to confirm its removal of Existing Trustee as trustee and its appointment of Successor Trustee as trustee, and Successor Trustee desires to confirm its acceptance of its appointment as trustee, under the provisions of the Master Trust Agreement; and

WHEREAS, Consolidation and Successor Trustee desire to make two changes to the Master Trust Agreement and to include such changes in this Amendment;

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

1. Consolidation hereby confirms its removal of Existing Trustee as Trustee (as such term is defined in the Master Trust Agreement) under the Master Trust Agreement. Such removal shall be effective as provided in Section 5 of this Amendment.

2. Consolidation hereby confirms its appointment of Successor Trustee to serve as Trustee under the Master Trust Agreement as successor to Existing Trustee. Such appointment shall be effective as provided in Section 5 of this Amendment.

3. Successor Trustee hereby confirms its acceptance of its appointment as Trustee under the Master Trust Agreement and its acceptance of the estates, authority, rights, trusts, powers, duties and obligations of Existing Trustee, as Trustee, under the Master Trust Agreement. Such acceptance shall be effective as provided in Section 5 of this Amendment.

4. Effective upon the effectiveness of the acceptance by Successor Trustee of its appointment as Trustee, as provided in Section 5, the Master Trust Agreement shall be amended in the following respects:

(a) Section 4.02 (Notices) shall be amended to read in its entirety as follows:

Section 4.02. Notices. All notices and communications hereunder shall be in writing and shall be deemed to be duly given on the date mailed if sent by registered mail, return receipt requested, as follows:

If to the Trustee, to:

The Northern Trust Company
Attn: Amy Pera
50 South LaSalle Street
Chicago, Illinois 60603

If to Consolidation, to:

Exelon Generation Consolidation, LLC
Attn: Kevin D. Stepanuk
2325-B Renaissance Drive -- Suite 19
Las Vegas, Nevada 89119

or at such other address as the Trustee or Consolidation may have furnished to the other party in writing by registered mail, return receipt requested.

(b) Section 4.03 (Governing Law) shall be amended to read in its entirety as follows:

Section 4.03. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois.

5. The removal referred to in Section 1, the appointment referred to in Section 2 and the acceptance referred to in Section 3 shall be effective as of the later of (i) January 1, 2013 and (ii) thirty-first day following written notice to the NRC Director, Office of Nuclear Reactor Regulation; *provided, however*, if Consolidation receives notice of objection from the NRC Director, Office of Nuclear Reactor Regulation, prior to such thirty-first day, then such resignation, appointment and acceptance shall not become effective until the later of (x) January 1, 2013 and (y) the resolution of such objection by the NRC Director, Office of Nuclear Reactor Regulation. Consolidation shall provide, or shall arrange for the provision of, copies to Successor Trustee of the required notice to, and any objection and ultimate acceptance from, the NRC Director, Office of Nuclear Reactor Regulation.

6. Each of the parties hereby represents and warrants to the others that it has full authority to enter into this Amendment upon the terms and conditions hereof and that the individual executing this Amendment on its behalf has the requisite authority to bind it to this Amendment.

7. This Amendment may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. Counterparts of this Amendment (or applicable signature pages hereof) that are manually signed and delivered by facsimile or email transmission shall be deemed to constitute signed original counterparts hereof and shall bind the parties signing and delivering in such manner.

IN WITNESS WHEREOF, the parties hereto, each intending to be legally bound hereby, have hereunto set their hands as of the day and year first above written.

EXELON GENERATION COMPANY, LLC

By: _____
Name: Kevin D. Stepanuk
Title: Assistant Secretary

EXELON GENERATION CONSOLIDATION, LLC

By: _____
Name: Kevin D. Stepanuk
Title: Assistant Secretary

SUCCESSOR TRUSTEE:

THE NORTHERN TRUST COMPANY

By: _____
Name:
Title:

ATTACHMENT 2

Appointment of Trustee and Amendment to Former PECO Nonqualified Master Trust

Execution Copy

Appointment of Trustee and Amendment to
Amended and Restated Nonqualified Nuclear Decommissioning Master Trust Agreement

THIS APPOINTMENT OF TRUSTEE AND AMENDMENT (this "***Amendment***") to Amended and Restated Nonqualified Nuclear Decommissioning Master Trust Agreement, dated as of November 28, 2012, among Exelon Generation Company, LLC, a Pennsylvania limited liability company ("***ExGen***"), the limited liability companies organized under the laws of the State of Nevada and identified on the signature pages as the "NQF Companies" ("***NQF Companies***"), and The Northern Trust Company, an Illinois state banking corporation (the "***Successor Trustee***").

W I T N E S S E T H:

WHEREAS, the NQF Companies desire to replace The Bank of New York Mellon (successor to Mellon Bank, N.A.), a New York banking corporation (the "***Existing Trustee***"), as trustee under the Amended and Restated Nonqualified Nuclear Decommissioning Master Trust Agreement, dated as of October 29, 2003, effective November 1, 2003, as amended (the "***Master Trust Agreement***"), by and between ExGen, the NQF Companies and Existing Trustee, which Master Trust Agreement governs the administration of trusts consisting of nuclear decommissioning funds not qualified under section 468A of the Internal Revenue Code of 1986, as amended; and

WHEREAS, pursuant to Section 3.08 of the Master Terms for Trust Agreements, the NQF Companies desire to remove Existing Trustee, and to replace Existing Trustee with Successor Trustee, as trustee under the provisions of the Master Trust Agreement and further desire, in connection with such replacement, to amend the notice and governing law provisions in the Master Trust Agreement as hereinafter provided; and

WHEREAS, the NQF Companies desire to confirm their removal of Existing Trustee as trustee and their appointment of Successor Trustee as trustee, and Successor Trustee desires to confirm its acceptance of its appointment as trustee, under the provisions of the Master Trust Agreement; and

WHEREAS, the NQF Companies and Successor Trustee desire to make two changes to the Master Trust Agreement and to include such changes in this Amendment;

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

1. The NQF Companies hereby confirm their removal of Existing Trustee as Trustee (as such term is defined in the Master Trust Agreement) under the Master Trust Agreement. Such removal shall be effective as provided in Section 5 of this Amendment.

2. The NQF Companies hereby confirm their appointment of Successor Trustee to serve as Trustee under the Master Trust Agreement as successor to Existing Trustee. Such appointment shall be effective as provided in Section 5 of this Amendment.

3. Successor Trustee hereby confirms its acceptance of its appointment as Trustee under the Master Trust Agreement and its acceptance of the estates, authority, rights, trusts, powers, duties and obligations of Existing Trustee, as Trustee, under the Master Trust Agreement. Such acceptance shall be effective as provided in Section 5 of this Amendment.

4. Effective upon the effectiveness of the acceptance by Successor Trustee of its appointment as Trustee, as provided in Section 5, the Master Trust Agreement shall be amended in the following respects:

(a) Section 4.02 (Notices) shall be amended to read in its entirety as follows:

Section 4.02. Notices. All notices and communications hereunder shall be in writing and shall be deemed to be duly given on the date mailed if sent by registered mail, return receipt requested, as follows:

If to the Trustee, to:

The Northern Trust Company
Attn: Amy Pera
50 South LaSalle Street
Chicago, Illinois 60603

If to any of the NQF Companies, to it at:

c/o Exelon Generation Consolidation, LLC
Attn: Kevin D. Stepanuk
2325-B Renaissance Drive -- Suite 19
Las Vegas, Nevada 89119

or at such other address as the Trustee or an NQF Company may have furnished to the other parties in writing by registered mail, return receipt requested.

(b) Section 4.03 (Governing Law) shall be amended to read in its entirety as follows:

Section 4.03. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois.

5. The removal referred to in Section 1, the appointment referred to in Section 2 and the acceptance referred to in Section 3 shall be effective as of the later of (i) January 1, 2013 and (ii) thirty-first day following written notice to the NRC Director, Office of Nuclear Reactor Regulation; *provided, however*, if the NQF Companies receive notice of objection from the NRC Director, Office of Nuclear Reactor Regulation, prior to such thirty-first day, then such resignation, appointment and acceptance shall not become effective until the later of (x) January 1, 2013 and (y) the resolution of such objection by the NRC Director, Office of Nuclear Reactor Regulation. The NQF Companies shall provide, or shall arrange for the provision of, copies to Successor Trustee of the required notice to, and any objection and ultimate acceptance from, the NRC Director, Office of Nuclear Reactor Regulation.

6. Each of the parties hereby represents and warrants to the others that it has full authority to enter into this Amendment upon the terms and conditions hereof and that the individual executing this Amendment on its behalf has the requisite authority to bind it to this Amendment.

7. This Amendment may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. Counterparts of this Amendment (or applicable signature pages hereof) that are manually signed and delivered by facsimile or email transmission shall be deemed to constitute signed original counterparts hereof and shall bind the parties signing and delivering in such manner.

IN WITNESS WHEREOF, the parties hereto, each intending to be legally bound hereby, have hereunto set their hands as of the day and year first above written.

EXELON GENERATION COMPANY, LLC

By:_____
Name: Kevin D. Stepanuk
Title: Assistant Secretary

SUCCESSOR TRUSTEE:

THE NORTHERN TRUST COMPANY

By:_____
Name:
Title:

NQF COMPANIES:

LIMERICK 1 NQF, LLC

By:_____
Name: Kevin D. Stepanuk
Title: Assistant Secretary

LIMERICK 2 NQF, LLC

By:_____
Name: Kevin D. Stepanuk
Title: Assistant Secretary

PEACH BOTTOM 1 NQF, LLC

By:_____
Name: Kevin D. Stepanuk
Title: Assistant Secretary

PEACH BOTTOM 2 NQF, LLC

By:_____
Name: Kevin D. Stepanuk
Title: Assistant Secretary

PEACH BOTTOM 3 NQF, LLC

By:_____
Name: Kevin D. Stepanuk
Title: Assistant Secretary

SALEM 1 NQF, LLC

By:_____
Name: Kevin D. Stepanuk
Title: Assistant Secretary

SALEM 2 NQF, LLC

By:_____
Name: Kevin D. Stepanuk
Title: Assistant Secretary

ATTACHMENT 3

Appointment of Trustee and Amendment to Former AmerGen Qualified Master Trust

Execution Copy

Appointment of Trustee and Amendment to
Amended and Restated Qualified Nuclear Decommissioning Master Trust Agreement

THIS APPOINTMENT OF TRUSTEE AND AMENDMENT (this "***Amendment***") to Amended and Restated Qualified Nuclear Decommissioning Master Trust Agreement, dated as of November 28, 2012, among Exelon Generation Company, LLC (successor to AmerGen Energy Company, LLC), a Pennsylvania limited liability company ("***ExGen***"), Exelon Generation Consolidation, LLC (successor to AmerGen Consolidation, LLC), a Nevada limited liability company ("***Consolidation***"), and The Northern Trust Company, an Illinois state banking corporation (the "***Successor Trustee***").

W I T N E S S E T H:

WHEREAS, Consolidation desires to replace The Bank of New York Mellon (successor to Mellon Bank, N.A.), a New York banking corporation (the "***Existing Trustee***"), as trustee under the Amended and Restated Qualified Nuclear Decommissioning Master Trust Agreement, dated as of October 29, 2003, effective November 1, 2003, as amended (the "***Master Trust Agreement***"), by and between ExGen, Consolidation and Existing Trustee, which Master Trust Agreement governs the administration of trusts consisting of qualified nuclear decommissioning funds under section 468A of the Internal Revenue Code of 1986, as amended; and

WHEREAS, pursuant to Section 3.08 of the Master Terms for Trust Agreements, Consolidation desires to remove Existing Trustee, and to replace Existing Trustee with Successor Trustee, as trustee under the provisions of the Master Trust Agreement and further desires, in connection with such replacement, to amend the notice and governing law provisions in the Master Trust Agreement as hereinafter provided; and

WHEREAS, Consolidation desires to confirm its removal of Existing Trustee as trustee and its appointment of Successor Trustee as trustee, and Successor Trustee desires to confirm its acceptance of its appointment as trustee, under the provisions of the Master Trust Agreement; and

WHEREAS, Consolidation and Successor Trustee desire to make two changes to the Master Trust Agreement and to include such changes in this Amendment;

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

1. Consolidation hereby confirms its removal of Existing Trustee as Trustee (as such term is defined in the Master Trust Agreement) under the Master Trust Agreement. Such removal shall be effective as provided in Section 5 of this Amendment.

2. Consolidation hereby confirms its appointment of Successor Trustee to serve as Trustee under the Master Trust Agreement as successor to Existing Trustee. Such appointment shall be effective as provided in Section 5 of this Amendment.

3. Successor Trustee hereby confirms its acceptance of its appointment as Trustee under the Master Trust Agreement and its acceptance of the estates, authority, rights, trusts, powers, duties and obligations of Existing Trustee, as Trustee, under the Master Trust Agreement. Such acceptance shall be effective as provided in Section 5 of this Amendment.

4. Effective upon the effectiveness of the acceptance by Successor Trustee of its appointment as Trustee, as provided in Section 5, the Master Trust Agreement shall be amended in the following respects:

(a) Section 4.02 (Notices) shall be amended to read in its entirety as follows:

Section 4.02. Notices. All notices and communications hereunder shall be in writing and shall be deemed to be duly given on the date mailed if sent by registered mail, return receipt requested, as follows:

If to the Trustee, to:

The Northern Trust Company
Attn: Amy Pera
50 South LaSalle Street
Chicago, Illinois 60603

If to Consolidation, to:

Exelon Generation Consolidation, LLC
Attn: Kevin D. Stepanuk
2325-B Renaissance Drive -- Suite 19
Las Vegas, Nevada 89119

or at such other address as the Trustee or Consolidation may have furnished to the other party in writing by registered mail, return receipt requested.

(b) Section 4.03 (Governing Law) shall be amended to read in its entirety as follows:

Section 4.03. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois.

5. The removal referred to in Section 1, the appointment referred to in Section 2 and the acceptance referred to in Section 3 shall be effective as of the later of (i) January 1, 2013 and (ii) thirty-first day following written notice to the NRC Director, Office of Nuclear Reactor Regulation; *provided, however*, if Consolidation receives notice of objection from the NRC Director, Office of Nuclear Reactor Regulation, prior to such thirty-first day, then such resignation, appointment and acceptance shall not become effective until the later of (x) January 1, 2013 and (y) the resolution of such objection by the NRC Director, Office of Nuclear Reactor Regulation. Consolidation shall provide, or shall arrange for the provision of, copies to Successor Trustee of the required notice to, and any objection and ultimate acceptance from, the NRC Director, Office of Nuclear Reactor Regulation.

6. Each of the parties hereby represents and warrants to the others that it has full authority to enter into this Amendment upon the terms and conditions hereof and that the individual executing this Amendment on its behalf has the requisite authority to bind it to this Amendment.

7. This Amendment may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. Counterparts of this Amendment (or applicable signature pages hereof) that are manually signed and delivered by facsimile or email transmission shall be deemed to constitute signed original counterparts hereof and shall bind the parties signing and delivering in such manner.

IN WITNESS WHEREOF, the parties hereto, each intending to be legally bound hereby, have hereunto set their hands as of the day and year first above written.

EXELON GENERATION COMPANY, LLC

By: _____
Name: Kevin D. Stepanuk
Title: Assistant Secretary

EXELON GENERATION CONSOLIDATION, LLC

By: _____
Name: Kevin D. Stepanuk
Title: Assistant Secretary

SUCCESSOR TRUSTEE:

THE NORTHERN TRUST COMPANY

By: _____
Name:
Title:

ATTACHMENT 4

Appointment of Trustee and Amendment to Former AmerGen Nonqualified Master Trust

Execution Copy

Appointment of Trustee and Amendment to
Amended and Restated Nonqualified Nuclear Decommissioning Master Trust Agreement

THIS APPOINTMENT OF TRUSTEE AND AMENDMENT (this "***Amendment***") to Amended and Restated Nonqualified Nuclear Decommissioning Master Trust Agreement, dated as of November 28, 2012, among Exelon Generation Company, LLC (successor to AmerGen Energy Company, LLC), a Pennsylvania limited liability company ("***ExGen***"), the limited liability companies organized under the laws of the State of Nevada and identified on the signature pages as the "NQF Companies" ("***NQF Companies***"), and The Northern Trust Company, an Illinois state banking corporation (the "***Successor Trustee***").

W I T N E S S E T H:

WHEREAS, the NQF Companies desire to replace The Bank of New York Mellon (successor to Mellon Bank, N.A.), a New York banking corporation (the "***Existing Trustee***"), as trustee under the Amended and Restated Nonqualified Nuclear Decommissioning Master Trust Agreement, dated as of October 29, 2003, effective November 1, 2003, as amended (the "***Master Trust Agreement***"), by and between ExGen, the NQF Companies and Existing Trustee, which Master Trust Agreement governs the administration of trusts consisting of nuclear decommissioning funds not qualified under section 468A of the Internal Revenue Code of 1986, as amended; and

WHEREAS, pursuant to Section 3.08 of the Master Terms for Trust Agreements, the NQF Companies desire to remove Existing Trustee, and to replace Existing Trustee with Successor Trustee, as trustee under the provisions of the Master Trust Agreement and further desire, in connection with such replacement, to amend the notice and governing law provisions in the Master Trust Agreement as hereinafter provided; and

WHEREAS, the NQF Companies desire to confirm their removal of Existing Trustee as trustee and their appointment of Successor Trustee as trustee, and Successor Trustee desires to confirm its acceptance of its appointment as trustee, under the provisions of the Master Trust Agreement; and

WHEREAS, the NQF Companies and Successor Trustee desire to make two changes to the Master Trust Agreement and to include such changes in this Amendment;

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

1. The NQF Companies hereby confirm their removal of Existing Trustee as Trustee (as such term is defined in the Master Trust Agreement) under the Master Trust Agreement. Such removal shall be effective as provided in Section 5 of this Amendment.

2. The NQF Companies hereby confirm their appointment of Successor Trustee to serve as Trustee under the Master Trust Agreement as successor to Existing Trustee. Such appointment shall be effective as provided in Section 5 of this Amendment.

3. Successor Trustee hereby confirms its acceptance of its appointment as Trustee under the Master Trust Agreement and its acceptance of the estates, authority, rights, trusts, powers, duties and obligations of Existing Trustee, as Trustee, under the Master Trust Agreement. Such acceptance shall be effective as provided in Section 5 of this Amendment.

4. Effective upon the effectiveness of the acceptance by Successor Trustee of its appointment as Trustee, as provided in Section 5, the Master Trust Agreement shall be amended in the following respects:

(a) Section 4.02 (Notices) shall be amended to read in its entirety as follows:

Section 4.02. Notices. All notices and communications hereunder shall be in writing and shall be deemed to be duly given on the date mailed if sent by registered mail, return receipt requested, as follows:

If to the Trustee, to:

The Northern Trust Company
Attn: Amy Pera
50 South LaSalle Street
Chicago, Illinois 60603

If to any of the NQF Companies, to it at:

c/o Exelon Generation Consolidation, LLC
Attn: Kevin D. Stepanuk
2325-B Renaissance Drive -- Suite 19
Las Vegas, Nevada 89119

or at such other address as the Trustee or an NQF Company may have furnished to the other parties in writing by registered mail, return receipt requested.

(b) Section 4.03 (Governing Law) shall be amended to read in its entirety as follows:

Section 4.03. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois.

5. The removal referred to in Section 1, the appointment referred to in Section 2 and the acceptance referred to in Section 3 shall be effective as of the later of (i) January 1, 2013 and (ii) thirty-first day following written notice to the NRC Director, Office of Nuclear Reactor Regulation; *provided, however*, if the NQF Companies receive notice of objection from the NRC Director, Office of Nuclear Reactor Regulation, prior to such thirty-first day, then such resignation, appointment and acceptance shall not become effective until the later of (x) January 1, 2013 and (y) the resolution of such objection by the NRC Director, Office of Nuclear Reactor Regulation. The NQF Companies shall provide, or shall arrange for the provision of, copies to Successor Trustee of the required notice to, and any objection and ultimate acceptance from, the NRC Director, Office of Nuclear Reactor Regulation.

6. Each of the parties hereby represents and warrants to the others that it has full authority to enter into this Amendment upon the terms and conditions hereof and that the individual executing this Amendment on its behalf has the requisite authority to bind it to this Amendment.

7. This Amendment may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. Counterparts of this Amendment (or applicable signature pages hereof) that are manually signed and delivered by facsimile or email transmission shall be deemed to constitute signed original counterparts hereof and shall bind the parties signing and delivering in such manner.

IN WITNESS WHEREOF, the parties hereto, each intending to be legally bound hereby, have hereunto set their hands as of the day and year first above written.

EXELON GENERATION COMPANY, LLC

By:_____
Name: Kevin D. Stepanuk
Title: Assistant Secretary

SUCCESSOR TRUSTEE:

THE NORTHERN TRUST COMPANY

By:_____
Name:
Title:

NQF COMPANIES:

CLINTON NQF, LLC

By:_____
Name: Kevin D. Stepanuk
Title: Assistant Secretary

TMI NQF, LLC

By:_____
Name: Kevin D. Stepanuk
Title: Assistant Secretary

OYSTER CREEK NQF, LLC

By:_____
Name: Kevin D. Stepanuk
Title: Assistant Secretary