

RS-13-264

10 CFR 50.75

October 29, 2013

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

Braidwood Station, Units 1 and 2  
Facility Operating License Nos. NPF-72 and NPF-77  
NRC Docket Nos. STN 50-456 and STN 50-457

Byron Station, Units 1 and 2  
Facility Operating License Nos. NPF-37 and NPF-66  
NRC Docket Nos. STN 50-454 and STN 50-455

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

Dresden Nuclear Power Station, Units 1, 2 and 3  
Facility Operating License No. DPR-2  
Renewed Facility Operating License Nos. DPR-19 and DPR-25  
NRC Docket Nos. 50-10, 50-237 and 50-249

LaSalle County Station, Units 1 and 2  
Facility Operating License Nos. NPF-11 and NPF-18  
NRC Docket Nos. 50-373 and 50-374

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, Units 1, 2, and 3  
Facility Operating License No. DPR-12  
Renewed Facility Operating License Nos. DPR-44 and DPR-56  
NRC Docket Nos. 50-171, 50-277, and 50-278

Quad Cities Nuclear Power Station, Units 1 and 2  
Renewed Facility Operating License Nos. DPR-29 and DPR-30  
NRC Docket Nos. 50-254 and 50-265

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

Zion Nuclear Power Station, Units 1 and 2  
Facility Operating License Nos. DPR-39 and DPR-48  
NRC Docket Nos. 50-295 and 50-304

Subject: Executed Trust Fund Agreement Amendments and Subordinate Trust Agreement

Reference: Letter from P.R. Simpson (Exelon Generation Company, LLC) to U. S. NRC,  
"Notice of Trust Fund Agreement Amendments and the Establishment of a  
Subordinate Trust Agreement," dated May 30, 2013

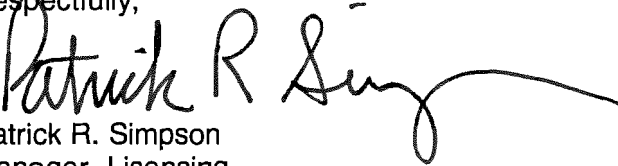
In the Reference letter, Exelon Generation Company, LLC (EGC) provided written notification to the Director of the Office of Nuclear Reactor Regulation 30 days prior to amendments to the decommissioning trust agreements for the reactors listed above becoming effective. In addition to the consolidation of the existing trust fund agreements, EGC proposed a Subordinate Trust Agreement that would create a "trustee" relationship between Northern Trust Company and The Bank of New York Mellon (BNYM).

EGC did not receive any written notice of objection from the NRC. Therefore, the agreements were made effective greater than 30 days following the date of the Reference letter. Copies of the executed amendments for each of the affected trust agreements are included with this letter as Attachments 1 through 4 as follows:.

1. Qualified Nuclear Decommissioning Master Trust Agreement
2. Nonqualified Nuclear Decommissioning Master Trust Agreement
3. Master Terms for Trust Agreements
4. Subordinate Trust Agreement

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

Attachments: 1. Qualified Nuclear Decommissioning Master Trust Agreement  
2. Nonqualified Nuclear Decommissioning Master Trust Agreement  
3. Master Terms for Trust Agreements  
4. Subordinate Trust Agreement

**Attachment 1**  
**Qualified Nuclear Decommissioning Master Trust Agreement**

*Execution Version*

**Second Amended and Restated  
Qualified Nuclear Decommissioning Master Trust Agreement**

**Dated as of July 1, 2013**

**Between**

**Exelon Generation Consolidation, LLC**

**and**

**The Northern Trust Company, as trustee**

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**THIS SECOND AMENDED AND RESTATED QUALIFIED NUCLEAR DECOMMISSIONING MASTER TRUST AGREEMENT** (this "**Agreement**"), effective this 1<sup>st</sup> day of July, 2013 between Exelon Generation Consolidation, LLC ("**Consolidation**"), a limited liability company organized under the laws of the State of Nevada, and The Northern Trust Company, an Illinois state banking corporation, as trustee (the "**Trustee**");

**WITNESSETH:**

**WHEREAS**, the parties are parties to the following trust agreements that were established for the purpose of holding, investing and disbursing funds for the decommissioning of nuclear power generating units:

(1) the Amended and Restated Qualified Nuclear Decommissioning Master Trust Agreement dated as of October 29, 2003, and effective November 1, 2003, as amended (the "**PECO-Related Trust Agreement**"), among Consolidation, Exelon Generation Company, LLC ("**ExGen**") and The Northern Trust Company, as trustee, pursuant to which Consolidation and its predecessors have provided for the establishment of separate decommissioning trusts for each of the nuclear power plants formerly owned in whole or in part by PECO Energy Company ("**PECO**") and identified in Part I of Schedule A (the "**Former PECO Units**") to receive funds that qualify as "nuclear decommissioning reserve funds" under Section 468A of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder (referred to herein as "**Qualified Funds**");

(2) the Amended and Restated Tax-Qualified Nuclear Decommissioning Master Trust Agreement dated as of October 29, 2003, and effective November 1, 2003, as amended (the "**ComEd-Related Trust Agreement**"), among Consolidation, ExGen and The Northern Trust Company, as trustee, pursuant to which Consolidation and its predecessors have provided for the establishment of separate decommissioning trusts for each of the nuclear power plants formerly owned in whole or in part by Commonwealth Edison Company ("**ComEd**") and identified in Part II of Schedule A (the "**Former ComEd Units**") to receive Qualified Funds; and

(3) the Amended and Restated Qualified Nuclear Decommissioning Master Trust Agreement dated as of October 29, 2003, and effective November 1, 2003, as amended (the "**AmerGen-Related Trust Agreement**" and, together with the PECO-Related Trust Agreement and the ComEd-Related Trust Agreement, the "**Existing Trust Agreements**"), among Consolidation (as successor to AmerGen Consolidation, LLC), ExGen (as successor to AmerGen Energy Company, LLC) and The Northern Trust Company, as trustee, pursuant to which Consolidation and its predecessors have provided for the establishment of separate decommissioning trusts for each of the nuclear power plants formerly owned in whole or in part by AmerGen Energy Company, LLC and identified in Part III of Schedule A (the "**Former AmerGen Units**") to receive Qualified Funds;

**WHEREAS**, the parties desire to amend further and to restate the Existing Trust Agreements and to integrate them into a single agreement with a single trustee in order to

improve the administration of the trusts established under the Existing Trust Agreements and reduce the costs associated therewith; *provided, however*, that nothing in this Agreement is intended to conflict with or override the applicable licenses or the applicable regulatory requirements of the Nuclear Regulatory Commission, the Internal Revenue Service or any other regulators having an interest herein; and

**WHEREAS**, the execution and delivery of this Agreement have been duly authorized by each of the parties and all things necessary to make this Agreement a valid and binding agreement by each of the parties have been done.

**NOW, THEREFORE**, to provide for the continued maintenance of the Qualified Trusts and the making of payments therefrom and the performance of the covenants by Consolidation and the Trustee set forth herein, ExGen (or its predecessor) has previously sold, assigned, transferred, set over and pledged unto the Trustee, and to the Trustee's successors and assigns, and the Trustee has acknowledged receipt of the funds representing the initial funding of and any additional contributions to the Qualified Trusts.

**TO HAVE AND TO HOLD THE SAME IN TRUST** for the exclusive use and purposes and upon the terms and conditions hereinafter set forth and as set forth in the Master Terms (as hereinafter defined) appended hereto as Exhibit I, and such additional funds as may from time to time be added hereto as provided herein, together with the proceeds and reinvestments thereof.

## **ARTICLE I**

### **DEFINITIONS AND INTERPRETATION**

**Section 1.01. Definitions.** In addition to the capitalized terms defined elsewhere in this Agreement and the accompanying Master Terms, the following terms shall have the respective meanings indicated below:

***“Additional Units”*** shall have the meaning specified in Section 2.06(a).

***“Associated Public Utility”*** shall have the meaning specified in Section 2.06(a).

***“Code”*** shall mean the Internal Revenue Code of 1986, as amended.

***“Master Terms”*** shall mean the “Master Terms for Trust Agreements” attached as Exhibit I.

***“Qualified Trust”*** shall mean any of the Qualified Trusts identified in Schedule A.

***“Related Qualified Trust”*** shall mean a decommissioning trust established in respect of a Unit to receive funds that qualify as “nuclear decommissioning reserve funds” under Section 468A of the Code and the Treasury Regulations promulgated thereunder.

***“Unit”*** shall mean any of, and ***“Units”*** shall mean all of, the Former PECO Units, the Former ComEd Units, the Former AmerGen Units or the Additional Units.



**Section 1.02. Interpretation.** Except as otherwise specified herein or as the context may otherwise require:

(a) The provisions of clauses (1) through (5), inclusive, of Section 1.02 of the Master Terms shall apply in the interpretation of this Agreement.

(b) All references in this Agreement to Articles, Sections, Schedules and Exhibits are to articles and sections of, and schedules and exhibits to, this Agreement. The Article and Section headings set forth in this Agreement have been inserted for convenience of reference only and shall be disregarded in the construction or interpretation of the provisions of this Agreement.

(c) The words “herein”, “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular article, section, subsection or other subdivision of this Agreement.

## **ARTICLE II**

### **PURPOSES OF THE TRUSTS**

**Section 2.01. Establishment of the Trusts.** The Trustee shall continue to hold a separate Qualified Trust for each Unit. The Qualified Trust for each Unit shall be as identified in Schedule A. The Qualified Trusts shall be maintained separately at all times in the United States pursuant to this Agreement. Consolidation intends that the Qualified Trusts shall qualify as nuclear decommissioning reserve funds under section 468A of the Code. The assets of the Qualified Trusts may be used only in a manner authorized by section 468A of the Code and the Treasury Regulations thereunder. The Trustee shall maintain such records as are necessary to reflect each Qualified Trust separately on its books from each other Qualified Trust and shall create and maintain such subaccounts within each Qualified Trust as Consolidation shall direct.

**Section 2.02. Purposes of the Trusts.** The Qualified Trusts are established for the exclusive purpose of providing funds for the decommissioning of the Units. The Qualified Trusts shall accumulate all contributions (whether from Consolidation or others) that satisfy the requirements of Section 2.02 of the Master Terms. The assets in the Qualified Trusts shall be used as authorized by section 468A of the Code and the Treasury Regulations thereunder. None of the assets of the Qualified Trusts shall be subject to attachment, garnishment, execution or levy in any manner for the benefit of creditors of Consolidation or any other party.

**Section 2.03. Contributions to the Trusts.** The assets of the Qualified Trusts shall be transferred or contributed by Consolidation (or by others approved in writing by Consolidation) from time to time. Contributions for a Unit shall be allocated to the Related Qualified Trust as Consolidation designates in writing at the time of payment.

**Section 2.04. Master Terms.** In addition to the terms set forth in this Agreement, the Qualified Trusts shall also be governed by the applicable provisions of the Master Terms, which are incorporated herein by this reference. The terms of this Agreement, to the extent construed to be in conflict with the Master Terms, shall take precedence over the Master Terms.

**Section 2.05. Transferability.** Consolidation may transfer any interest in a Qualified Trust; *provided, however*, that (i) in the case of a Qualified Trust relating to a Former ComEd Unit, any such transfer shall be made subject to and upon the agreement (which shall be in form and substance satisfactory to ComEd) of the successor transferee to observe the provisions of this Section 2.05 and Sections 8.04 and 7.01 (as it relates to approval of amendments of this Section 2.05 and Sections 8.04 and 7.01 of the Master Terms) of the Master Terms, (ii) in the case of a Qualified Trust relating to a Former PECO Unit, any such transfer shall be made subject to and upon the agreement (which shall be in form and substance satisfactory to PECO) of the successor transferee to observe the provisions of this Section 2.05 and Sections 8.05 and 7.01 (as it relates to approval of amendments of this Section 2.05 and Sections 8.05 and 7.01 of the Master Terms) of the Master Terms and (iii) in the case of a Qualified Trust relating to an Additional Unit, if there is an Associated Public Utility, any such transfer shall be made subject to and upon the agreement (which shall be in form and substance satisfactory to such Associated Public Utility) of the successor transferee to observe the provisions of this Section 2.05 and Sections 8.06 and 7.01 (as it relates to approval of amendments of this Section 2.05 and Sections 8.06 and 7.01 of the Master Terms) of the Master Terms.

**Section 2.06. Changes in Units/Qualified Trusts.**

(a) Consolidation may, by written notice to the Trustee, cause additional Units (“***Additional Units***”) and their Related Qualified Trusts to be added to, and to be subject to, the terms and conditions of this Agreement. Any such notice shall identify (i) the Additional Unit(s), (ii) the Related Qualified Trust(s), (iii) any public utility to which any assets remaining in such Trust are to be returned following the completion of decommissioning activities (an “***Associated Public Utility***”) and (iv) the assets, if any, held by any such Related Qualified Trust(s). Consolidation shall deliver to the Trustee an amended version of Schedule A reflecting such addition(s) in Part IV, which amended schedule shall replace the existing Schedule A absent manifest error.

(b) Subject to any applicable provisions of Section 2.05, Consolidation may, by written notice to the Trustee, cause one or more Units and its or their Qualified Trust(s) to be removed from the provisions of this Agreement. Any such notice shall identify (i) the Unit, (ii) the Related Qualified Trust, (iii) if decommissioning activities in respect of such Unit have been completed in accordance with applicable law and is so certified in the notice, the recipient of any remaining assets in the Related Qualified Trust, which shall be (x) any public utility to which such assets are to be returned for ultimate refund to such public utility’s customers by such public utility or (y) Consolidation or its designee, if there is no such public utility and (iv) if decommissioning activities in respect of such Unit have not been completed in accordance with applicable law, the institution who shall become the trustee for such qualified funds under a nuclear decommissioning trust agreement, as so certified by Consolidation in such notice. Consolidation shall deliver to the Trustee an amended version of Schedule A reflecting such removal(s), which amended schedule shall replace the existing Schedule A absent manifest error.

### **ARTICLE III** **DISTRIBUTIONS**

**Section 3.01. Distributions.** Upon receipt of written instructions from Consolidation, and pursuant to the terms of Article III of the Master Terms, the Trustee shall distribute all or a portion of a Qualified Trust to Consolidation or a third party.

### **ARTICLE IV** **TERMINATION**

**Section 4.01. Termination.** A Qualified Trust shall terminate in accordance with Article VIII of the Master Terms.

**Section 4.02. Distribution of Trust Upon Termination.** Upon termination of all or a portion of a Qualified Trust, the Trustee shall distribute that trust's assets as provided in Article VIII of the Master Terms.

### **ARTICLE V** **MISCELLANEOUS**

**Section 5.01. Binding Agreement.** All covenants and agreements in this Agreement shall be binding upon and inure to the benefit of the respective parties hereto and their successors and assigns.

**Section 5.02. Notices.** All notices or other communications to be given hereunder shall be in writing and shall be deemed to have been validly given or delivered upon the earlier of (i) personal delivery to the address set forth below, (ii) in the case of facsimile transmission, when transmitted (provided receipt is confirmed), (iii) in the case of a reputable overnight delivery service, one business day after delivery to such courier service, (iv) in the case of electronic mail, on the day (if a business day and, if not, on the next following business day) on which it is validly transmitted if transmitted before 4:00 p.m., recipient's time, and if transmitted after that time, on the next following business day or (v) in the case of mailing, three business days after deposit in the United States mails, with proper postage for certified mail, return receipt requested, prepaid; *provided, however*, if any notice is tendered to an addressee and delivery thereof is refused by such addressee, such notice shall be effective upon such tender. Notices to be provided pursuant to this Agreement shall be provided to the following addressees:

(a) If to the Trustee, to:

The Northern Trust Company  
50 South LaSalle Street  
Chicago, Illinois 60603  
Attn: Amy Pera  
Fax: (312) 630-6062  
E-mail: als6@ntrs.com

(b) If to Consolidation, to:

Exelon Generation Consolidation, LLC  
2215-B Renaissance Drive, Suite 9  
Las Vegas, Nevada 89119  
Attn: Wendy Mavrinac  
Fax: (702) 966-4247  
E-mail: WMavrinac@cscinfo.com

Either party may change its address for notices by written notice to the other party, *provided* any such notice shall only be effective upon receipt.

**Section 5.03. Governing Law.** Each Qualified Trust has been established pursuant to this Agreement in accordance with the requirements for trusts under the laws of Illinois and this Agreement shall be governed by, and construed and enforced in accordance with, the laws of Illinois.

**Section 5.04. Waiver of Jury Trial.** The parties hereby expressly waive, to the fullest extent permitted by applicable law, any right to trial by jury with respect to any judicial proceeding arising from or related to this Agreement.

**Section 5.05. Counterparts.** This Agreement may be executed in several counterparts, and all such counterparts executed and delivered, each an original, shall constitute but one and the same instrument.

**Section 5.06. Contractual Income.** The Trustee is authorized, but shall not be obligated, to provisionally credit the Qualified Trusts with income, distributions, redemptions, maturity proceeds or other amounts due on securities on the contractual payment date net of any taxes or upon actual receipt. To the extent the Trustee credits income on the contractual payment date, the Trustee may reverse such accounting entries with back value to the contractual payment date if the Trustee reasonably believes that such amount will not be received by it.

**Section 5.07. Contractual Settlement.** The Trustee will attend to the settlement of securities transactions on the basis of either contractual settlement date accounting or actual settlement date accounting. The Trustee is authorized, but shall not be obligated, to settle certain securities transactions on the basis of contractual settlement date accounting, pursuant to which the Trustee shall automatically credit or debit a Trust provisionally on a contractual settlement date with cash or securities in connection with any sale, exchange or purchase of securities. Otherwise, such cash or securities shall be credited to a Trust on the day such cash or securities are actually received by the Trustee and reconciled to that Trust. In cases where the Trustee credits or debits a Trust with cash or securities prior to actual receipt and reconciliation, the Trustee may reverse with back value to the contractual settlement date any entry relating to such contractual settlement where the related transaction remains unsettled according to established procedures.

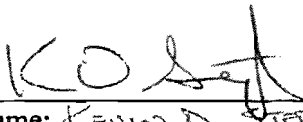
The Company acknowledges and agrees that funds debited from a Trust on a contractual settlement date including funds provided for the purchase of any securities under circumstances

where settlement is delayed or otherwise does not take place in a timely manner for any reason, shall be held pending actual settlement of the related purchase transaction in a non-interest bearing deposit, notwithstanding the Trustee's receipt of "float" from such uninvested funds; that such funds shall be available for use in the Trustee's general operations; and that the Trustee's maintenance and use of such funds in such circumstances are, without limitation, in consideration of its providing contractual settlement date processing.

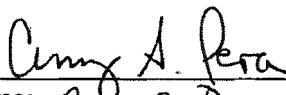
**Section 5.08. Authority.** Consolidation and the Trustee hereby each represent and warrant to the other that it has full authority to enter into this Agreement upon the terms and conditions hereof and that the individual executing this Agreement on its behalf has the requisite authority to bind Consolidation and the Trustee to this Agreement.

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

**EXELON GENERATION CONSOLIDATION,  
LLC**

By:   
Name: KEVIN D. STEPANUK  
Title: ASSISTANT SECRETARY

**THE NORTHERN TRUST COMPANY**

By:   
Name: Amy S. Pera  
Title: Senior Vice President

## Schedule A

The following is a list of the Units and the Qualified Trusts:

<u>Units</u>	<u>Qualified Trusts</u>
<b>Part I: Former PECO Units</b>	
Peach Bottom Unit 1	Exelon Peach Bottom Unit 1 Qualified Fund
Peach Bottom Unit 2	Exelon Peach Bottom Unit 2 Qualified Fund
Peach Bottom Unit 3	Exelon Peach Bottom Unit 3 Qualified Fund
Salem Unit 1	Exelon Salem Unit 1 Qualified Fund
Salem Unit 2	Exelon Salem Unit 2 Qualified Fund
Limerick Unit 1	Exelon Limerick Unit 1 Qualified Fund
Limerick Unit 2	Exelon Limerick Unit 2 Qualified Fund
<b>Part II: Former ComEd Units</b>	
Braidwood Unit 1	Exelon Braidwood Unit 1 Tax-Qualified Trust
Braidwood Unit 2	Exelon Braidwood Unit 2 Tax-Qualified Trust
Byron Unit 1	Exelon Byron Unit 1 Tax-Qualified Trust
Byron Unit 2	Exelon Byron Unit 2 Tax-Qualified Trust
Dresden Unit 1	Exelon Dresden Unit 1 Tax-Qualified Trust
Dresden Unit 2	Exelon Dresden Unit 2 Tax-Qualified Trust
Dresden Unit 3	Exelon Dresden Unit 3 Tax-Qualified Trust
LaSalle Unit 1	Exelon LaSalle Unit 1 Tax-Qualified Trust
LaSalle Unit 2	Exelon LaSalle Unit 2 Tax-Qualified Trust
Quad Cities Unit 1	Exelon Quad Cities Unit 1 Tax-Qualified Trust
Quad Cities Unit 2	Exelon Quad Cities Unit 2 Tax-Qualified Trust
Zion Unit 1	Exelon Zion Unit 1 Tax-Qualified Trust
Zion Unit 2	Exelon Zion Unit 2 Tax-Qualified Trust
<b>Part III: Former AmerGen Units</b>	
Clinton Nuclear Power Plant	Clinton Nuclear Power Plant Qualified Fund
Oyster Creek Nuclear Generating Station	Oyster Creek Nuclear Generating Station Qualified Fund
Three Mile Island Unit One	Three Mile Island Unit One Qualified Fund
<b>Part IV: Additional Units</b>	

**Attachment 2**  
**Nonqualified Nuclear Decommissioning Master Trust Agreement**

*Execution Version*

**Second Amended and Restated  
Nonqualified Nuclear Decommissioning Master Trust Agreement**

**Dated as of July 1, 2013**

**Among**

**NQF Companies Referred to Herein**

**and**

**The Northern Trust Company, as trustee**



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**THIS SECOND AMENDED AND RESTATED NONQUALIFIED NUCLEAR DECOMMISSIONING MASTER TRUST AGREEMENT** (the "**Agreement**"), effective this 1st day of July, 2013 among the limited liability companies organized and existing under the laws of the State of Nevada, identified on Schedule A (collectively, the "**NQF Companies**"), and The Northern Trust Company, an Illinois state banking corporation, as trustee (the "**Trustee**");

**WITNESSETH:**

WHEREAS, the parties are parties to one or more of the following trust agreements that were established for the purpose of holding, investing and disbursing funds for the decommissioning of nuclear power generating units:

(1) the Amended and Restated Nonqualified Nuclear Decommissioning Master Trust Agreement dated as of October 29, 2003, and effective November 1, 2003, as amended (the "**PECO-Related Trust Agreement**"), among Exelon Generation Company, LLC ("**ExGen**"), the Nevada limited liability companies named therein (the "**Former PECO NQF Companies**") and The Northern Trust Company, as trustee, pursuant to which the Former PECO NQF Companies and their predecessors have provided for the establishment of separate decommissioning trusts for each of the nuclear power plants formerly owned in whole or in part by PECO Energy Company ("**PECO**") and identified in Part I of Schedule A (the "**Former PECO Units**") to receive funds that do not qualify as "nuclear decommissioning reserve funds" under Section 468A of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder (referred to herein as "**Nonqualified Funds**");

(2) the Amended and Restated Non-Tax Qualified Nuclear Decommissioning Master Trust Agreement dated as of October 29, 2003, and effective November 1, 2003, as amended (the "**ComEd-Related Trust Agreement**"), among Commonwealth Edison Company ("**ComEd**"), ExGen, the Nevada limited liability companies named therein (the "**Former ComEd NQF Companies**") and The Northern Trust Company, as trustee, pursuant to which the Former ComEd NQF Companies and their predecessors have provided for the establishment of separate decommissioning trusts for each of the nuclear power plants formerly owned in whole or in part by ComEd and identified in Part II of Schedule A (the "**Former ComEd Units**") to receive Nonqualified Funds; and

(3) the Amended and Restated Nonqualified Nuclear Decommissioning Master Trust Agreement dated as of October 29, 2003, and effective November 1, 2003, as amended (the "**AmerGen-Related Trust Agreement**" and, together with the PECO-Related Trust Agreement and the ComEd-Related Trust Agreement, the "**Existing Trust Agreements**"), among ExGen (as successor to AmerGen Energy Company, LLC), the Nevada limited liability companies named therein (the "**Former AmerGen NQF Companies**") and The Northern Trust Company, as trustee, pursuant to which the Former AmerGen NQF Companies and their predecessors have provided for the establishment of separate decommissioning trusts for each of the nuclear power plants formerly owned in whole or in part by AmerGen Energy Company, LLC and identified in Part III of Schedule A (the "**Former AmerGen Units**") to receive Nonqualified Funds;

WHEREAS, the parties desire to amend further and to restate the Existing Trust Agreements and to integrate them into a single agreement with a single trustee in order to improve the administration of the trusts established under the Existing Trust Agreements and reduce the costs associated therewith; *provided, however*, that nothing in this Agreement is intended to conflict with or override the applicable licenses or the applicable regulatory requirements of the Nuclear Regulatory Commission, the Internal Revenue Service or any other regulators having an interest herein; and

WHEREAS, the execution and delivery of this Agreement have been duly authorized by each of the parties and all things necessary to make this Agreement a valid and binding agreement by each of the parties have been done.

NOW, THEREFORE, to provide for the continued maintenance of the Nonqualified Trusts and the making of payments therefrom and the performance of the covenants by the NQF Companies and the Trustee set forth herein, the NQF Companies (or their predecessors) have previously sold, assigned, transferred, set over and pledged unto the Trustee, and to the Trustee's successors and assigns, and the Trustee has acknowledged receipt of the funds representing the initial funding of and any additional contributions to the Nonqualified Trusts.

TO HAVE AND TO HOLD THE SAME IN TRUST for the exclusive use and purposes and upon the terms and conditions hereinafter set forth and as set forth in the Master Terms (as hereinafter defined) appended hereto as Exhibit I, and such additional funds as may from time to time be added hereto as provided herein, together with the proceeds and reinvestments thereof.

## **ARTICLE I**

### **DEFINITIONS AND INTERPRETATION**

**Section 1.01. Definitions.** In addition to the capitalized terms defined elsewhere in this Agreement and the accompanying Master Terms, the following terms shall have the respective meanings indicated below:

***"Additional Units"*** shall have the meaning specified in Section 2.06(a).

***"Associated Public Utility"*** shall have the meaning specified in Section 2.06(a).

***"Code"*** shall mean the Internal Revenue Code of 1986, as amended.

***"Master Terms"*** shall mean the "Master Terms for Trust Agreements" attached as Exhibit I.

***"Nonqualified Trust"*** shall mean any of the Nonqualified Trusts identified in Schedule A.

***"Qualified Trusts"*** shall mean the separate trusts established for nuclear decommissioning that are tax qualified under section 468A of the Code, which trusts are identified in Schedule A to the Second Amended and Restated Qualified Nuclear Decommissioning Master Trust Agreement dated as of July 1, 2013 between Consolidation and the Trustee.

***“Related Nonqualified Trust”*** shall mean a decommissioning trust established in respect of a Unit to receive funds that do not qualify as “nuclear decommissioning reserve funds” under Section 468A of the Code and the Treasury Regulations promulgated thereunder.

***“Unit”*** shall mean any of, and ***“Units”*** shall mean all of, the Former PECO Units, the Former ComEd Units, the Former AmerGen Units or the Additional Units.

**Section 1.02. Interpretation.** Except as otherwise specified herein or as the context may otherwise require:

(a) The provisions of clauses (1) through (5), inclusive, of Section 1.02 of the Master Terms shall apply in the interpretation of this Agreement.

(b) All references in this Agreement to Articles, Sections, Schedules and Exhibits are to articles and sections of, and schedules and exhibits to, this Agreement. The Article and Section headings set forth in this Agreement have been inserted for convenience of reference only and shall be disregarded in the construction or interpretation of the provisions of this Agreement.

(c) The words “herein”, “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular article, section, subsection or other subdivision of this Agreement.

## **ARTICLE II**

### **PURPOSES OF THE TRUSTS**

**Section 2.01. Establishment of the Trusts.** The Trustee shall continue to hold a separate Nonqualified Trust for each Unit. The Nonqualified Trust for each Unit shall be as identified in Schedule A, with the NQF Company as identified in Schedule A as owner of such Nonqualified Trust. The Nonqualified Trusts shall be maintained separately at all times in the United States pursuant to this Agreement. The Trustee shall maintain such records as are necessary to reflect each Nonqualified Trust separately on its books from each other Nonqualified Trust, and shall create and maintain such subaccounts within each Nonqualified Trust as the relevant NQF Company shall direct.

**Section 2.02. Purposes of the Trusts.** The Nonqualified Trusts are established for the exclusive purpose of providing funds for the decommissioning of the Units. The Nonqualified Trust for a Unit shall accumulate all contributions (whether from the relevant NQF Company or others) that do not satisfy the requirements for contributions to the Qualified Trust for that Unit, pursuant to Section 2.02 of the Master Terms. None of the assets of the Nonqualified Trusts shall be subject to attachment, garnishment, execution or levy in any manner for the benefit of creditors of an NQF Company or any other party.

**Section 2.03. Contributions to the Trusts.** The assets of the Nonqualified Trusts shall be transferred or contributed by the NQF Companies (or others approved in writing by the NQF Companies) from time to time. Contributions for a Unit shall be allocated to the Related Nonqualified Trust as the applicable NQF Company designates in writing at the time of payment.

**Section 2.04. Master Terms.** In addition to the terms set forth in this Agreement, the Nonqualified Trusts shall also be governed by the applicable provisions of the Master Terms, which are incorporated herein by this reference. The terms of this Agreement, to the extent construed to be in conflict with the Master Terms, shall take precedence over the Master Terms.

**Section 2.05. Transferability.** An NQF Company may transfer any interest in a Nonqualified Trust; *provided, however*, that (i) in the case of a Nonqualified Trust relating to a Former ComEd Unit, any such transfer shall be made subject to and upon the agreement (which shall be in form and substance satisfactory to ComEd) of the successor transferee to observe the provisions of this Section 2.05 and Sections 8.04 and 7.01 (as it relates to approval of amendments of this Section 2.05 and Sections 8.04 and 7.01 of the Master Terms) of the Master Terms, (ii) in the case of a Nonqualified Trust relating to a Former PECO Unit, any such transfer shall be made subject to and upon the agreement (which shall be in form and substance satisfactory to PECO) of the successor transferee to observe the provisions of this Section 2.05 and Sections 8.05 and 7.01 (as it relates to approval of amendments of this Section 2.05 and Sections 8.05 and 7.01 of the Master Terms) of the Master Terms and (iii) in the case of a Nonqualified Trust relating to an Additional Unit, if there is an Associated Public Utility, any such transfer shall be made subject to and upon the agreement (which shall be in form and substance satisfactory to such Associated Public Utility) of the successor transferee to observe the provisions of this Section 2.05 and Sections 8.06 and 7.01 (as it relates to approval of amendments of this Section 2.05 and Sections 8.06 and 7.01 of the Master Terms) of the Master Terms.

**Section 2.06. Changes in Units/Nonqualified Trusts.**

(a) Any of the NQF Companies may, by written notice to the Trustee, cause additional Units ("***Additional Units***") and their Related Nonqualified Trusts to be added to, and to be subject to, the terms and conditions of this Agreement. Any such notice shall identify (i) the Unit(s), (ii) the Related Nonqualified Trust(s), (iii) any public utility to which any assets remaining in such Trust are to be returned following the completion of decommissioning activities (an "***Associated Public Utility***"), (iv) the assets, if any, held by any such Related Nonqualified Trust(s) and (v) the entity(ies) that owns such Related Nonqualified Trust(s). Consolidation shall deliver to the Trustee an amended version of Schedule A reflecting such addition(s) in Part IV, which amended schedule shall replace the existing Schedule A absent manifest error.

(b) Subject to any applicable provisions of Section 2.05, an NQF Company may, by written notice to the Trustee, cause its associated Unit and the associated Nonqualified Trust to be removed from the provisions of this Agreement. Any such notice shall identify (i) the Unit, (ii) the Related Nonqualified Trust, (iii) if decommissioning activities in respect of such Unit have been completed in accordance with applicable law and is so certified in the notice, the recipient of any remaining assets in the Related Nonqualified Trust, which shall be (x) any public utility to which such assets are to be returned for ultimate refund to such public utility's customers by such public utility or (y) the NQF Company or its designee, if there is no such public utility and (iv) if decommissioning activities in respect of such Unit have not been completed in accordance with applicable law, the institution who shall become the trustee for such

nonqualified funds under a nuclear decommissioning trust agreement, as so certified by the NQF Company in such notice. Consolidation shall deliver to the Trustee an amended version of Schedule A reflecting such removal(s), which amended schedule shall replace the existing Schedule A absent manifest error.

### **ARTICLE III** **DISTRIBUTIONS**

**Section 3.01. Distributions.** Upon receipt of written instructions from an NQF Company, and pursuant to the terms of Article III of the Master Terms, the Trustee shall distribute all or a portion of a Nonqualified Trust of which such NQF Company is an owner to such NQF Company or a third party.

### **ARTICLE IV** **TERMINATION**

**Section 4.01. Termination.** A Nonqualified Trust shall terminate in accordance with Article VIII of the Master Terms.

**Section 4.02. Distribution of Trust Upon Termination.** Upon termination of all or a portion of a Nonqualified Trust, the Trustee shall distribute that trust's assets as provided in Article VIII of the Master Terms.

### **ARTICLE V** **MISCELLANEOUS**

**Section 5.01. Binding Agreement.** All covenants and agreements in this Agreement shall be binding upon and inure to the benefit of the respective parties hereto and their successors and assigns.

**Section 5.02. Notices.** All notices or other communications to be given hereunder shall be in writing and shall be deemed to have been validly given or delivered upon the earlier of (i) personal delivery to the address set forth below, (ii) in the case of facsimile transmission, when transmitted (provided receipt is confirmed), (iii) in the case of a reputable overnight delivery service, one business day after delivery to such courier service, (iv) in the case of electronic mail, on the day (if a business day and, if not, on the next following business day) on which it is validly transmitted if transmitted before 4:00 p.m., recipient's time, and if transmitted after that time, on the next following business day or (v) in the case of mailing, three business days after deposit in the United States mails, with proper postage for certified mail, return receipt requested, prepaid; *provided, however*, if any notice is tendered to an addressee and delivery thereof is refused by such addressee, such notice shall be effective upon such tender. Notices to be provided pursuant to this Agreement shall be provided to the following addressees:

(a) If to the Trustee, to:

The Northern Trust Company  
50 South LaSalle Street  
Chicago, Illinois 60603  
Attn: Amy Pera  
Fax: (312) 630-6062  
E-mail: ALS6@ntrs.com

(b) If to any of the NQF Companies, to:

[Name of NQF Company]  
2215-B Renaissance Drive, Suite 9  
Las Vegas, Nevada 89119  
Attn: Wendy Mavrinac  
Fax: (702) 966-4247  
E-mail: WMavrinac@cscinfo.com

Any party may change its address for notices by written notice to the other parties, *provided* any such notice shall only be effective upon receipt.

**Section 5.03. Governing Law.** Each Nonqualified Trust has been established pursuant to this Agreement in accordance with the requirements for trusts under the laws of Illinois and this Agreement shall be governed by, and construed and enforced in accordance with, the laws of Illinois.

**Section 5.04. Waiver of Jury Trial.** The parties hereby expressly waive, to the fullest extent permitted by applicable law, any right to trial by jury with respect to any judicial proceeding arising from or related to this Agreement.

**Section 5.05. Counterparts.** This Agreement may be executed in several counterparts, and all such counterparts executed and delivered, each an original, shall constitute but one and the same instrument.

**Section 5.06. Contractual Income.** The Trustee is authorized, but shall not be obligated, to provisionally credit the Trusts with income, distributions, redemptions, maturity proceeds or other amounts due on securities on the contractual payment date net of any taxes or upon actual receipt. To the extent the Trustee credits income on the contractual payment date, the Trustee may reverse such accounting entries with back value to the contractual payment date if the Trustee reasonably believes that such amount will not be received by it.

**Section 5.07. Contractual Settlement.** The Trustee will attend to the settlement of securities transactions on the basis of either contractual settlement date accounting or actual settlement date accounting. The Trustee is authorized, but shall not be obligated, to settle certain securities transactions on the basis of contractual settlement date accounting, pursuant to which the Trustee shall automatically credit or debit a Trust provisionally on a contractual settlement date with cash or securities in connection with any sale, exchange or purchase of securities. Otherwise, such cash or securities shall be credited to a Trust on the day such cash or securities

are actually received by the Trustee and reconciled to that Trust. In cases where the Trustee credits or debits a Trust with cash or securities prior to actual receipt and reconciliation, the Trustee may reverse with back value to the contractual settlement date any entry relating to such contractual settlement where the related transaction remains unsettled according to established procedures.

The Company acknowledges and agrees that funds debited from a Trust on a contractual settlement date including funds provided for the purchase of any securities under circumstances where settlement is delayed or otherwise does not take place in a timely manner for any reason, shall be held pending actual settlement of the related purchase transaction in a non-interest bearing deposit, notwithstanding the Trustee's receipt of "float" from such uninvested funds; that such funds shall be available for use in the Trustee's general operations; and that the Trustee's maintenance and use of such funds in such circumstances are, without limitation, in consideration of its providing contractual settlement date processing.

**Section 5.08. Authority.** The NQF Companies and the Trustee hereby each represent and warrant to the other that it has full authority to enter into this Agreement upon the terms and conditions hereof and that the individual executing this Agreement on behalf of such entity has the requisite authority to bind such entity to this Agreement. Each party ratifies the actions of the Trustee from the effective date to the signing date of this Agreement.

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

**PEACH BOTTOM 1 NQF, LLC**

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

**BRAIDWOOD 1 NQF, LLC**

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

**PEACH BOTTOM 2 NQF, LLC**


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

**BRAIDWOOD 2 NQF, LLC**

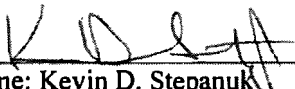
By: KD Stepanuk  
Name: Kevin D. Stepanuk  
Title: Assistant Secretary



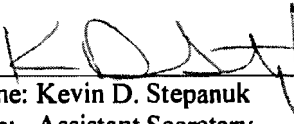
**PEACH BOTTOM 3 NQF, LLC**

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


**BYRON 1 NQF, LLC**

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

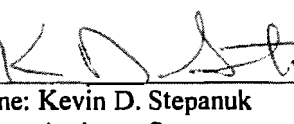
**SALEM 1 NQF, LLC**

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

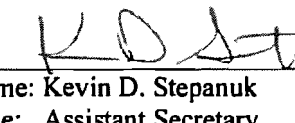
**BYRON 2 NQF, LLC**

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

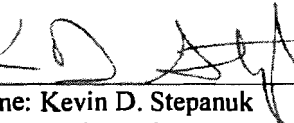
**SALEM 2 NQF, LLC**

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

**DRESDEN 1 NQF, LLC**

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

**LIMERICK 1 NQF, LLC**

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

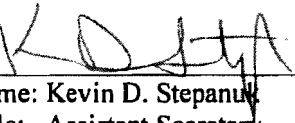
**DRESDEN 2 NQF, LLC**

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

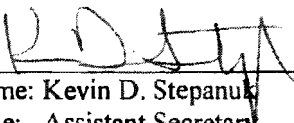
**LIMERICK 2 NQF, LLC**

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

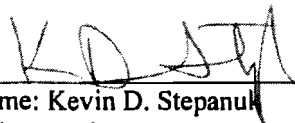
**DRESDEN 3 NQF, LLC**

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

**CLINTON NQF, LLC**

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

**LASALLE 1 NQF, LLC**

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

**OYSTER CREEK NQF, LLC**

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

**LASALLE 2 NQF, LLC**

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

**TMI NQF, LLC**

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

**QUAD CITIES 1 NQF, LLC**

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

**QUAD CITIES 2 NQF, LLC**

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

**ZION 1 NQF, LLC**

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

**THE NORTHERN TRUST COMPANY**

By: Amy S. Pera  
Name: Amy S. Pera  
Title: Senior Vice President

**ZION 2 NQF, LLC**

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

## Schedule A

The following is a list of the Units, the Nonqualified Trusts and their associated NQF Company:

<u>Unit</u>	<u>Nonqualified Trust</u>	<u>NQF Company</u>
<b>Part I: Former PECO Units</b>		
Peach Bottom Unit 1	Exelon Peach Bottom Unit 1 Nonqualified Fund	Peach Bottom 1 NQF, LLC
Peach Bottom Unit 2	Exelon Peach Bottom Unit 2 Nonqualified Fund	Peach Bottom 2 NQF, LLC
Peach Bottom Unit 3	Exelon Peach Bottom Unit 3 Nonqualified Fund	Peach Bottom 3 NQF, LLC
Salem Unit 1	Exelon Salem Unit 1 Nonqualified Fund	Salem 1 NQF, LLC
Salem Unit 2	Exelon Salem Unit 2 Nonqualified Fund	Salem 2 NQF, LLC
Limerick Unit 1	Exelon Limerick Unit 1 Nonqualified Fund	Limerick 1 NQF, LLC
Limerick Unit 2	Exelon Limerick Unit 2 Nonqualified Fund	Limerick 2 NQF, LLC
<b>Part II: Former ComEd Units</b>		
Braidwood Unit 1	Exelon Braidwood Unit 1 Non-Tax Qualified Trust	Braidwood 1 NQF, LLC
Braidwood Unit 2	Exelon Braidwood Unit 2 Non-Tax Qualified Trust	Braidwood 2 NQF, LLC
Byron Unit 1	Exelon Byron Unit 1 Non-Tax Qualified Trust	Byron 1 NQF, LLC
Byron Unit 2	Exelon Byron Unit 2 Non-Tax Qualified Trust	Byron 2 NQF, LLC
Dresden Unit 1	Exelon Dresden Unit 1 Non-Tax Qualified Trust	Dresden 1 NQF, LLC
Dresden Unit 2	Exelon Dresden Unit 2 Non-Tax Qualified Trust	Dresden 2 NQF, LLC
Dresden Unit 3	Exelon Dresden Unit 3 Non-Tax Qualified Trust	Dresden 3 NQF, LLC
LaSalle Unit 1	Exelon LaSalle Unit 1 Non-Tax Qualified Trust	LaSalle 1 NQF, LLC

<u>Unit</u>	<u>Nonqualified Trust</u>	<u>NQF Company</u>
LaSalle Unit 2	Exelon LaSalle Unit 2 Non-Tax Qualified Trust	LaSalle 2 NQF, LLC
Quad Cities Unit 1	Exelon Quad Cities Unit 1 Non-Tax Qualified Trust	Quad Cities 1 NQF, LLC
Quad Cities Unit 2	Exelon Quad Cities Unit 2 Non-Tax Qualified Trust	Quad Cities 2 NQF, LLC
Zion Unit 1	Exelon Zion Unit 1 Non-Tax Qualified Trust	Zion 1 NQF, LLC
Zion Unit 2	Exelon Zion Unit 2 Non-Tax Qualified Trust	Zion 2 NQF, LLC
<b>Part III: Former AmerGen Units</b>		
Clinton Nuclear Power Plant	Clinton Nuclear Power Plant Nonqualified Fund	Clinton NQF, LLC
Oyster Creek Nuclear Generating Station	Oyster Creek Nuclear Generating Station Nonqualified Fund	Oyster Creek NQF, LLC
Three Mile Island Unit One	Three Mile Island Unit One Nonqualified Fund	TMI NQF, LLC
<b>Part IV: Additional Units</b>		

**Attachment 3**  
**Master Terms for Trust Agreements**

**EXHIBIT I**

*(Execution Version)*

**MASTER TERMS FOR TRUST AGREEMENTS**

**Applicable to**

**Second Amended and Restated Qualified Nuclear Decommissioning Master Trust Agreement dated as of July 1, 2013 between Exelon Generation Consolidation, LLC and The Northern Trust Company, as Trustee**

**and**

**Second Amended and Restated Nonqualified Nuclear Decommissioning Master Trust Agreement dated as of July 1, 2013 among the NQF Companies identified therein and The Northern Trust Company, as Trustee**

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#### **EXHIBITS:**

- A-1: Certificate for Payment of Decommissioning Costs
- A-2: Certificate for Payment of Decommissioning Costs
- B: Certificate for Transfer Between a Qualified Trust and a Nonqualified Trust
- C: Certificate for Withdrawal of Excess Contributions from a Qualified Trust
- D: Cross-Trading Information
- E: Form of Standby Trust Agreement



## MASTER TERMS FOR TRUST AGREEMENTS

The following Master Terms for Trust Agreements (the “**Master Terms**”) shall apply for purposes of (i) the Second Amended and Restated Qualified Nuclear Decommissioning Master Trust Agreement dated as of July 1, 2013 (such Trust Agreement, including these Master Terms, being referred to as the “**Qualified Trust Agreement**”) between Exelon Generation Consolidation, LLC (“**Consolidation**”) and The Northern Trust Company, as Trustee (the “**Trustee**”), and (ii) the Second Amended and Restated Nonqualified Nuclear Decommissioning Master Trust Agreement dated as of July 1, 2013 (such Trust Agreement, including these Master Terms, being referred to as the “**Nonqualified Trust Agreement**” and, together with the Qualified Trust Agreement, the “**Trust Agreements**”) among the limited liability companies identified on Schedule A of such agreement (the “**NQF Companies**”) and the Trustee.

### ARTICLE I DEFINITIONS

**Section 1.01. Definitions.** In addition to the capitalized terms defined elsewhere in these Master Terms and the accompanying Trust Agreements, the following terms shall have the respective meanings indicated below:

“**Additional Unit**” means any of the Units so identified from time to time in Schedule A to the Trust Agreements.

“**Authorized Officer**” means, in the cases of Consolidation or any of the NQF Companies, the President, any Vice President, the Treasurer or any person authorized from time to time by the President.

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**ComEd**” means Commonwealth Edison Company, an Illinois corporation, or its successors.

“**Decommissioning Costs**” shall have the meaning specified in Section 3.01.

“**ExGen**” means Exelon Generation Company, LLC, a Pennsylvania limited liability company, or its successors.

“**FERC**” means the Federal Energy Regulatory Commission or its successors.

“**Final Tax Liabilities**” shall mean any and all tax liabilities determined to be owing but not paid out of the assets of any of the Seller’s or Transferor’s Qualified Trust related to a generating unit prior to the transfer of the assets of the Seller’s or Transferor’s Qualified Trust to the Qualified Trusts.

“**Final Tax Refunds**” shall mean any and all tax refunds determined to be receivable but not collected by the Seller’s or Transferor’s Qualified Trust prior to the transfer of the assets of the Seller’s or Transferor’s Qualified Trust to the Qualified Trusts.

***“Former AmerGen Unit”*** means any of the Units so identified in Schedule A to the Trust Agreements.

***“Former ComEd Unit”*** means any of the Units so identified in Schedule A to the Trust Agreements.

***“Former PECO Unit”*** means any of the Units so identified in Schedule A to the Trust Agreements.

***“ICC”*** means the Illinois Commerce Commission or its successors.

***“Nonqualified Trusts”*** means the separate funds established for nuclear decommissioning that are not tax qualified under section 468A of the Code, which funds are identified in Schedule A to the Nonqualified Trust Agreement.

***“NRC”*** means the U.S. Nuclear Regulatory Commission or its successors.

***“Permissible Assets”*** shall mean any investment permitted for a qualified nuclear decommissioning reserve fund under section 468A of the Code and the Treasury Regulations thereunder, subject to the additional restrictions provided in Section 4.03(a) of these Master Terms.

***“PUC”*** means the Pennsylvania Public Utility Commission or its successors.

***“Qualified Administrative Costs”*** shall mean all ordinary and necessary expenses incurred in connection with the operation of the Qualified Trusts, as provided in Treasury Regulations § 1.468A-5(a)(3)(ii)(A) or any corresponding future Treasury Regulation, including federal, state and local income tax (including any Final Tax Liabilities), legal expenses, accounting expenses, actuarial expenses and trustee expenses.

***“Qualified Decommissioning Costs”*** shall mean all expenses otherwise deductible for federal income tax purposes without regard to section 280B of the Code or any corresponding section or sections of any future United States internal revenue statute, incurred (or to be incurred) in connection with the entombment, decontamination, dismantlement, removal and disposal of the structures, systems and components of a Unit when it has permanently ceased the production of electric energy, excluding any costs incurred for the disposal of spent nuclear fuel, as provided in Treasury Regulations § 1.468A-1(b)(5) or any corresponding future Treasury Regulation. Such term includes all otherwise deductible expenses to be incurred in connection with the preparation for decommissioning, such as engineering and other planning expenses, and all otherwise deductible expenses to be incurred with respect to a Unit after the actual decommissioning occurs, such as physical security and radiation monitoring expenses.

***“Qualified Trusts”*** means the separate funds established for nuclear decommissioning that are tax qualified under section 468A of the Code, which funds are identified in Schedule A to the Qualified Trust Agreement.

***“Seller’s or Transferor’s Qualified Trust”*** shall mean the trust established and maintained for a generating unit that qualified as a nuclear decommissioning reserve fund under Code section 468A prior to the sale or transfer of such generating unit.

***“Subordinated Trusts”*** shall have the meaning specified in Section 4.01(b).

***“Substantial completion of decommissioning”*** shall mean the date that the maximum acceptable radioactivity levels mandated by the NRC with respect to a decommissioned nuclear power plant are satisfied by the Unit; *provided, however*, that if Consolidation or an NQF Company, as the case may be, requests a ruling from the Internal Revenue Service, the date designated by the Internal Revenue Service as the date on which substantial completion of decommissioning occurs shall govern; *provided, further*, that the date on which substantial completion of decommissioning occurs shall be in accordance with Treasury Regulations §1.468A-5(d)(2) or any corresponding future Treasury Regulation.

***“Treasury Regulations”*** means the regulations promulgated by the U.S. Treasury Department pursuant to the Code.

***“Unit”*** shall mean any of the nuclear power generating units identified in Schedule A to the Trust Agreements, as the same may be amended from time to time by written notice from Consolidation, in the case of the Qualified Trust Agreement, or an NQF Company, in the case of the Nonqualified Trust Agreement, to the Trustee. Each unit of a multi-unit nuclear power plant site shall be considered as a separate “Unit” for the purposes of these Master Terms and the Trust Agreements.

***“Trust”*** means a Qualified Trust created under the Qualified Trust Agreement or a Nonqualified Trust created under the Nonqualified Trust Agreement.

**Section 1.02. Interpretation.** Except as otherwise specified herein or as the context may otherwise require:

(1) References to an agreement or other document are to it as amended, supplemented, restated and otherwise modified from time to time and to any successor document (whether or not already so stated).

(2) References to a statute, regulation or other government rule are to it as amended from time to time and, as applicable, are to corresponding provisions of successor governmental rules (whether or not already so stated).

(3) Definitions of terms herein are equally applicable both to the singular and plural forms of such terms and to the masculine, feminine and neuter genders of such terms.

(4) The word “including” and correlative words shall be deemed to be followed by the phrase “without limitation” unless actually followed by such phrase or a phrase of like import.

(5) The word “or” is used inclusively herein (for example, the phrase “A or B” means “A or B or both”, not “either A or B but not both”), unless used in an “either ... or” or similar construction.

(6) All references in these Master Terms to Articles, Sections and Exhibits are to articles and sections of, and exhibits to, these Master Terms. The Article and Section headings set forth in these Master Terms have been inserted for convenience of reference only and shall be disregarded in the construction or interpretation of the provisions of these Master Terms.

(7) The words “herein”, “hereof” and “hereunder” and other words of similar import refer to these Master Terms as a whole and not to any particular article, section, sub-section or other subdivision of these Master Terms.

## **ARTICLE II**

### **Provisions Applicable to Qualified Trusts**

**Section 2.01. Application.** The following provisions shall apply only to the Qualified Trusts. To the extent that the provisions of this Article II are construed to be in conflict with the remaining provisions of these Master Terms, the provisions of this Article II shall take precedence over such remaining provisions.

**Section 2.02. Contributions to a Qualified Trust.** The assets of the Qualified Trusts shall be transferred or contributed by Consolidation (or by others approved by Consolidation in writing) from time to time. The Trustee shall not accept any transfers or contributions to the Qualified Trusts other than with respect to which Consolidation is allowed a deduction under section 468A(a) of the Code and Treasury Regulations §1.468A-2(a) or any corresponding future Treasury Regulations, except for any Final Tax Refunds. Consolidation hereby represents that all transfers or contributions (or deemed contributions), except for any Final Tax Refunds, by Consolidation to the Qualified Trusts in accordance with the provisions of Section 2.03 of the Qualified Trust Agreement or Section 3.04 of the Master Terms shall be deductible under section 468A of the Code and Treasury Regulations §1.468A-2(a) or any corresponding future Treasury Regulation or shall be withdrawn pursuant to Section 2.04.

**Section 2.03. Limitation on Use of Assets.** The assets of the Qualified Trusts shall be used exclusively as follows:

- (a) To satisfy, in whole or in part, the liability for Qualified Decommissioning Costs through payments by the Trustee pursuant to Section 3.02; and
- (b) To pay Qualified Administrative Costs; and
- (c) To the extent the assets of the Qualified Trusts are not currently required for (a) and (b) above, to invest directly in Permissible Assets.

**Section 2.04. Transfers by Consolidation.** If Consolidation’s contribution (or deemed contribution), excluding any Final Tax Refunds, to a Qualified Trust in any one year exceeds the amount deductible under section 468A of the Code and the Treasury Regulations thereunder,

Consolidation may instruct the Trustee to transfer such excess contribution from a Unit's Qualified Trust to that Unit's Nonqualified Trust pursuant to Section 3.04, *provided* any such transfer occurs on or before the date prescribed by law (including extensions) for filing the federal income tax return of that Qualified Trust for the taxable year to which the excess contribution relates for withdrawals pursuant to Treasury Regulations §§1.468A-5(c)(2) and 1.468A-2(f)(2) and occurs on or before the later of the date prescribed by law (including extensions) for filing the federal income tax return of that Qualified Trust for the taxable year to which the excess contribution relates or the date that is thirty (30) days after the date that Consolidation receives the ruling amount for such taxable year for withdrawals pursuant to Treasury Regulations §1.468A-3(j)(3). If Consolidation determines that a transfer pursuant to this Section 2.04 is appropriate, Consolidation shall present a certificate so stating to the Trustee signed by an Authorized Officer, requesting such withdrawal and transfer. The certificate shall be substantially in the form attached as Exhibit B for transfers to Nonqualified Trusts as provided in Section 3.04 and substantially in the form of Exhibit C for withdrawals and transfers by Consolidation.

**Section 2.05. Taxable Year/Tax Returns.** The accounting and taxable year for the Qualified Trusts shall be the taxable year of Consolidation for federal income tax purposes. If the taxable year of Consolidation shall change, Consolidation shall notify the Trustee of such change and the accounting and taxable year of the Qualified Trusts must change to the taxable year of Consolidation as provided in Treasury Regulations §1.468A-4(c)(1) or any corresponding future Treasury Regulation. Consolidation shall assist the Trustee in complying with any requirements under section 442 of the Code and Treasury Regulations §1.442-1. Consolidation shall prepare, or cause to be prepared, any tax returns required to be filed by the Qualified Trusts, and the Trustee shall sign and file such returns on behalf of the Qualified Trusts. The Trustee shall cooperate with Consolidation in the preparation of such returns.

### **ARTICLE III** **Payments by the Trustee**

#### **Section 3.01. Use of Assets.**

(a) The assets of each Trust shall be used exclusively (i) to satisfy, in whole or in part, any expenses or liabilities incurred with respect to the decommissioning of that Trust's Unit, including expenses incurred in connection with the preparation for decommissioning of that Unit, such as engineering and other planning expenses, and all expenses incurred after the actual decommissioning occurs, such as physical security and radiation monitoring expenses (the "***Decommissioning Costs***"), (ii) to pay the administrative costs and other incidental expenses of such Trust, and (iii) subject to the restrictions contained in these Master Terms, to invest in securities and investments (including common trust funds) as directed by the investment manager(s) pursuant to Section 4.01(a) or the Trustee pursuant to Section 4.01(b).

(b) The assets of a Trust shall be used, in the first instance, to pay the expenses related to the decommissioning of that Trust's Unit, as defined by the NRC in its regulations and issuances, and as provided in the NRC issued license to operate that Unit and any

amendments thereto. Notice to the NRC of proposed disbursements or payments from a Trust will be provided in accordance with the notice provisions of Section 3.02(b). Where the purpose of such proposed disbursement or payment, either in whole or in part, is for activities not within the NRC definition of decommissioning, that portion of the disbursement or payment shall be separately identified and accounted for in such notice.

**Section 3.02. Certification for Decommissioning Costs.**

(a) If assets of a Trust are required to satisfy Decommissioning Costs of that Trust's Unit, Consolidation or the appropriate NQF Company, as the case may be, shall present a certificate substantially in the form attached hereto as Exhibit A-1 (in the case of Consolidation) or A-2 (in the case of the NQF Companies) to the Trustee signed by an Authorized Officer. Any certificate requesting payment by the Trustee to a third party or to Consolidation or the appropriate NQF Company from a Trust for Decommissioning Costs shall include the following:

(1) a statement of the amount of the payment to be made from a Trust and whether the payment is to be made from the Nonqualified Trust, the Qualified Trust or in part from both Trusts;

(2) a statement that the payment is requested to pay Decommissioning Costs that have been incurred, and if payment is to be made from the Qualified Trust, a statement that the Decommissioning Costs to be paid constitute Qualified Decommissioning Costs;

(3) the nature of the Decommissioning Costs to be paid, including separate identification and accounting for any portion of the payment that is for activities not within the NRC definition of decommissioning;

(4) the payee, which may be a third party, or may be Consolidation or the appropriate NQF Company in the case of reimbursement for payments previously made or expenses previously incurred by Consolidation or the appropriate NQF Company for Decommissioning Costs;

(5) a statement that the Decommissioning Costs for which payment is requested have not theretofore been paid out of the Trusts; and

(6) a statement that any necessary authorizations of the ICC, PUC, NRC and/or any other governmental agencies having jurisdiction with respect to the decommissioning have been obtained (other than, if applicable, notice to the NRC specified in Section 3.02(b)(1)).

(b) Except for disbursements of payments for administrative costs and other incidental expenses, no disbursements from the Trusts shall be made by the Trustee:

(1) unless the Trustee has first provided thirty (30) days' prior written notice of such disbursement or payment to the NRC Director, Office of Nuclear Reactor Regulation; and

(2) if the Trustee receives written notice of an objection from the NRC Director, Office of Nuclear Reactor Regulation during such thirty (30) day notice period, or if the Trustee receives such notice at any later time that is nevertheless prior to disbursement.

(c) The Trustee shall retain at least one copy of such certificates (including attachments) and related documents received by it pursuant to this Article III.

(d) Consolidation and the NQF Companies shall have the right to enforce payments from the Trusts upon compliance with the procedures set forth in this Section 3.02.

**Section 3.03. Administrative Costs.** The Trustee shall pay, as directed by the appropriate NQF Company, the administrative costs and other incidental expenses of a Nonqualified Trust, including all federal, state, and local taxes, if any, imposed directly on such Nonqualified Trust or the income therefrom, legal expenses, accounting expenses, actuarial expenses and trustee expenses, from the assets of such Nonqualified Trust and shall pay, as directed by Consolidation, the administrative costs and other incidental expenses of a Qualified Trust from the assets of such Qualified Trust. To the extent that any assets of the Trust are segregated in an investment manager account pursuant to Section 4.01, the Trustee shall have no responsibility to make any determination as to whether any investment results in unrelated business taxable income, and shall act solely as directed with respect thereto.

**Section 3.04. Payments between the Trusts.** The Trustee shall make payments (i) from a Unit's Qualified Trust to that Unit's Nonqualified Trust, *provided* such payments are in cash and are in accordance with Section 2.04 or (ii) from a Unit's Nonqualified Trust to that Unit's Qualified Trust *provided* such payments are in cash or securities and are in accordance with the contribution limitations set forth in Section 2.02, as the case may be, upon presentation by Consolidation and the appropriate NQF Company of a certificate substantially in the form of Exhibit B executed by Consolidation and the appropriate NQF Company instructing the Trustee to make any such payments. The Trustee shall be fully protected in relying upon such certificate.

## **ARTICLE IV**

### **Investments**

#### **Section 4.01. Investment of Trust Assets.**

(a) ***Investment Managers.***

(1) Consolidation and the NQF Companies shall have the authority to appoint one or more investment managers who shall have the power to direct the Trustee in investing the assets of one or more of the Trusts; *provided, however*, that the Trustee shall review the transactions on a daily basis for the purpose of determining whether any assets acquired or any pending asset acquisitions (as to which the Trustee has been given information) constitute assets other than Permissible Assets. In the event that the Trustee determines as a result of such daily review that there is an investment in assets other than Permissible Assets, it shall notify Consolidation or the appropriate NQF Company and the applicable investment manager within one business day of such determination by telephone, with confirmation in writing.

(2) To the extent that Consolidation and the NQF Companies choose to exercise the authority granted in Section 4.01(a)(1) and appoint an investment manager, Consolidation and/or the appropriate NQF Company or Companies shall so notify the Trustee and instruct the Trustee in writing to separate into a separate account those assets the investment of which will be directed by such investment manager. The Trustee may rely upon the authority of any direction it reasonably believes to have been given by any such investment manager in dealings with the Trustee.

(3) In connection with the establishment of any separate account, as provided in Section 4.01(a)(2), the appointed investment manager may direct the Trustee to enter into one or more subscription agreements providing for the purchase and funding of interests issued by limited partnerships, limited liability companies, business trusts or similar entities the proceeds of which will be used to implement the investment manager's investment strategy, and the Trustee may enter into any such subscription agreements. The governing documents of any such limited partnership, limited liability company, business trust or similar entity shall reflect the restrictions on investments contained in Section 4.03 and shall require reporting to the Trustee of investments made by that entity and permit monitoring by the Trustee of those investments and compliance with the restrictions contained in Section 4.03.

(4) Upon the separation of the assets in accordance with such instructions, the Trustee, as to those assets while so separated, shall be released and relieved of all investment duties, investment responsibilities and investment liabilities normally or statutorily incident to a trustee; *provided, however*, that the Trustee shall not be relieved of its responsibilities under Section 4.01(a)(1) above. The Trustee shall retain all other fiduciary duties with respect to assets the investment of which is directed by investment managers.

(b) ***Use of Subordinated Trusts.*** Consolidation and each of the NQF Companies shall have the right to direct the segregation of any part of the Trusts into one or more ***"Subordinated Trusts."*** If Consolidation and/or the NQF Companies do so, they shall appoint a corporate trustee as Subordinated Trustee to manage the portion of any trust so segregated. Written notice of any such appointment and/or removal shall be given to the NRC and the Trustee, and Consolidation and/or the NQF Companies shall direct the Trustee to enter into such trust agreement with such Subordinated Trustee as Consolidation and/or the NQF Companies shall determine is appropriate. A copy of the subordinated trust will be provided to the NRC by Consolidation and/or the NQF Companies prior to its creation.

The Subordinated Trust shall be under the control of the Subordinated Trustee. The Subordinated Trustee shall be responsible for complying with the applicable provisions of Sections 3.01, 3.02, 4.01(a), 4.03 and 4.04, and the Trustee shall have no responsibility therefore; *provided, however*, that if the Trustee has actual knowledge of an action taken by the Subordinated Trustee in violation of or noncompliance with any of the provisions of Sections 3.01, 3.02, 4.01(a), 4.03 and 4.04, the Trustee shall have a duty to inform promptly Consolidation and/or the affected NQF Company or NQF Companies, as the case may be, of such violation or noncompliance.



Consolidation and/or the NQF Companies will indemnify the Trustee and hold it harmless from any liability or expense in connection with or arising out of the actions of the Subordinated Trustee with respect to the Subordinated trust account.

(c) ***Investment Vehicles.*** Consolidation and each of the NQF Companies shall have the right to direct the segregation of any part of the Trusts for investment in one or more investment vehicles (including limited partnerships, limited liability companies, trusts, corporations and similar entities) whose investments are managed by an unaffiliated Person. In connection with any such investment, Consolidation and each of the NQF Companies may direct the Trustee to execute (i) one or more subscription agreements providing for the purchase of interests in any such investment vehicle, (ii) the limited partnership agreement, limited liability company agreement, trust agreement or similar governing document relating to such investment vehicle and (iii) acknowledgments, confirmations or similar documents relating to such subscription or investment in any such investment vehicle.

(d) ***Trustee.*** Consolidation or the appropriate NQF Company or Companies shall notify the Trustee in writing if the investment of assets of the Trusts are not being directed by one or more investment managers under Section 4.01(a), and the Trustee shall hold, invest, and reinvest such assets as it, in its sole discretion, deems advisable, subject to the restrictions set forth herein for investment of the assets of the Qualified Trusts and adherence to the Prudent Investor Standard. The Trustee shall not be liable for the making, retention or sale of any asset of a Qualified Trust which qualifies as a Permissible Asset.

(e) ***Prohibition.*** ExGen, its affiliates and its subsidiaries, and persons representing them, shall not provide day-to-day management direction of investments or direction on individual investments to an investment manager or the Trustee.

#### **Section 4.02. Pooling Arrangements.**

(a) Upon the written consent of Consolidation, the assets of a Qualified Trust relating to a Unit may be pooled with the assets of any other Qualified Trust relating to any other Unit; *provided* that the book and tax allocations of the pooling arrangement are made in compliance with Code section 704 (and the Treasury Regulations thereunder) and *provided further* that such pooling arrangement elects to be classified as a partnership for federal income tax purposes.

(b) Notwithstanding any other provision of these Master Terms, with respect to the pooling of investments authorized by Section 4.02(a), no part of any Trust's (or any subsequent holder's) interest in such pool, nor any right pertaining to such interest (including any right to substitute another entity for the Trust or for any subsequent holder, as holder of investments pooled pursuant to Section 4.02(a)) may be sold, assigned, transferred or otherwise alienated or disposed of by any holder of an interest in the pool unless the written consent to the transfer of every other holder of interests in such pool is obtained in advance of any such transfer.

(c) Notwithstanding the provisions of Section 4.02(b), and subject to all applicable provisions of the agreements and documents governing the pooled arrangement, a Trust's investment in a pooled arrangement may be withdrawn from the pool (but not from the Trust

Agreements, except as otherwise permitted by the Trust Agreements) at any time upon seven days written notice to the Trustee signed by an Authorized Officer of Consolidation. If the Trust withdraws its entire interest in a pool, unless otherwise provided in the agreements and documents governing the pooled arrangement, the pooled arrangement shall terminate 30 days after notice of final withdrawal has been given by any withdrawing Trust unless a majority in interest of the remaining Trusts give their written consent to continue the pool within such 30 day period. If the pooled arrangement terminates, each Trust's assets will be segregated into a separate account under the Trust Agreements, and no further commingling may occur for a period of at least one year after such termination.

(d) Sections 4.02(a), (b) and (c) apply to transfers of interests within, and withdrawals from, the pooling arrangement. Nothing within these sections shall be interpreted to permit or to limit transfer of interests in, or withdrawals from, a Trust, which transfers and withdrawals are governed by other provisions of these Master Terms. In addition, the provisions of Sections 4.02(a), (b) and (c) shall not limit the Trustee's authority to invest in permissible common or collective trust funds.

#### **Section 4.03. Investment Restrictions.**

(a) The assets of a Trust may not be invested in any of the following:

(1) securities or obligations of Exelon Corporation or affiliates thereof, or their successors or assigns as identified in writing by Consolidation and the NQF Companies; or

(2) except for investments tied to market indexes or other non-nuclear sector collective, commingled or mutual funds, investments in any entity owning or operating one or more nuclear power plants, as such entities are identified by a source agreed to in writing by the Trustee and Consolidation and the NQF Companies.

(b) Regardless of the person directing investments, any assets of the Qualified Trusts shall be invested solely in Permissible Assets, and shall be accumulated, invested, and reinvested in like manner.

**Section 4.04. Prudent Investor Standard.** Investment manager(s) or other person(s) directing investments made in the Trusts shall adhere to the "Prudent Investor" standard as specified in 18 C.F.R. 35.32(a)(3) of the FERC regulations (the "*Prudent Investor Standard*").

### **ARTICLE V** **Concerning the Trustee**

**Section 5.01. Authority of Trustee.** In performing its duties under the Trust Agreements, the Trustee shall exercise the same care and diligence that it would devote to its own property in like circumstances. The Trustee shall have the authority and discretion to manage and control the Trusts to the extent provided in Trust Agreements and these Master Terms but does not guarantee the Trusts in any manner against investment loss or depreciation in asset value or guarantee the adequacy of the Trusts to satisfy the Decommissioning Costs. The Trustee shall not be responsible for any other loss to or diminution of the Trusts, or for any other

loss or damage that may result from the discharge of its duties hereunder, except for any action not taken in good faith.

**Section 5.02. Prohibition Against Self Dealing.** Notwithstanding any other provision in the Trust Agreements, the Trustee shall not engage in any act of self dealing as defined in section 468A(e)(5) of the Code and Treasury Regulations § 1.468A-5(b) or any corresponding future law or Treasury Regulation.

**Section 5.03. Compensation.** The Trustee shall be entitled to receive out of the Trusts reasonable compensation for services rendered by it, as well as expenses reasonably deemed necessary by the Trustee and incurred by it in the execution of the Trusts hereunder, *provided* such compensation and expenses qualify as Qualified Administrative Costs with respect to any payment of compensation and expenses from a Qualified Trust. Consolidation and the NQF Companies acknowledge that, as part of the Trustee's compensation, the Trustee will earn interest on balances, including disbursement balances and balances arising from purchase and sale transactions. If the Trustee in its sole discretion advances funds in any currency hereunder or if there shall arise an overdraft in a Trust (including overdrafts incurred in connection with the settlement of securities transactions, funds transfers or foreign exchange transactions) or if a Trust is for any other reason indebted to the Trustee, the Trustee shall be entitled, and Consolidation and the NQF Companies authorize the Trustee, to collect from that Trust the amount of the advance, overdraft or indebtedness, plus accrued interest at a rate then charged by the Trustee to its institutional trust clients in the relevant currency.

**Section 5.04. Books of Account.** The Trustee shall keep separate true and correct books of account with respect to each Trust, which books of account shall at all reasonable times be open to inspection by Consolidation and each of the NQF Companies or its duly appointed representatives. The Trustee shall, upon written request of Consolidation or the appropriate NQF Company, permit government agencies, such as the ICC, PUC, NRC or the Internal Revenue Service, to inspect the books of account of a Trust or Trusts. The Trustee shall furnish to Consolidation and each of the NQF Companies on or about the tenth business day of each month a statement for each Trust showing, with respect to the preceding calendar month, (i) the balance of assets on hand at the beginning of such month, (ii) all receipts, investment transactions, and disbursements which took place during such month and (iii) the balance of assets on hand at the end of such month. Any such financial statement may be approved by Consolidation and the appropriate NQF Company or Companies by written notice to the Trustee or by failure to object to the statement of account within six months of the date upon which the financial statement was delivered to Consolidation and the appropriate NQF Company or Companies. The approval of any such financial statement shall constitute a full and complete discharge to the Trustee as to all matters reasonably apparent from such financial statement; *provided, however*, that the foregoing shall not discharge the Trustee from any liability associated with a failure to perform its fiduciary responsibilities. The Trustee agrees to provide on a timely basis any information reasonably deemed necessary by Consolidation or one or more of the NQF Companies to file the federal, state and local tax returns of Consolidation and the NQF Companies.

**Section 5.05. Reliance on Documents.** The Trustee, upon receipt of documents furnished to it by Consolidation and any of the NQF Companies pursuant to the provisions of the Trust Agreements, shall examine the same to determine whether they conform to the

requirements thereof. The Trustee, acting in good faith, may conclusively rely, as to the truth of statements and the correctness of opinions expressed, on any certificate or other documents conforming to the requirements of the Trust Agreements. If the Trustee, in the administration of the Trusts, shall deem it necessary or desirable that a matter be provided or established prior to taking or suffering any action hereunder, such matter (unless evidence in respect thereof is otherwise specifically prescribed hereunder) may be deemed by the Trustee to be conclusively provided or established by a certificate signed by an Authorized Officer of Consolidation or one or more of the NQF Companies, as the case may be, and delivered to the Trustee. The Trustee shall have no duty to inquire into the validity, accuracy or relevancy of any statement contained in any certificate or document nor the authorization of any party making such certificate or delivering such document, and the Trustee may rely and shall be protected in acting or refraining from acting upon any such written certificate or document furnished to it hereunder and believed by it to be genuine and to have been signed or presented by the proper party or parties. The Trustee shall not, however, be relieved of any obligation (a) to refrain from self-dealing as provided in Section 5.02; (b) to meet the requirements of section 4.01(a)(1) regarding investments in assets other than Permissible Assets; or (c) to adhere to the Prudent Investor Standard, if acting as an investment manager or otherwise managing assets of a Trust.

**Section 5.06. Responsibility.**

(a) Consolidation (as to the Qualified Trusts) and the NQF Companies (as to the Nonqualified Trusts) hereby agree to indemnify the Trustee and hold it harmless from

- (i) any tax imposed pursuant to Section 4951 of the Code with respect to a disbursement or reimbursement made by the Trustee in accordance with Article III, *provided* that representatives of the Trustee then approving such disbursement or reimbursement do not have actual knowledge of the falsity of any statements made in the related certification or direction that would have prevented the imposition of such tax;
- (ii) any liability or expense incurred without gross negligence, willful misconduct, recklessness or bad faith on the part of the Trustee in connection with or arising out of any action taken by the Trustee at the direction of an investment manager in accordance with Article IV or pursuant to notification of an order issued by an investment manager to purchase or sell securities directly to a broker or dealer under a power of attorney; and
- (iii) any other matter as to which the Trust Agreements provide that the Trustee shall be protected, not liable or not responsible.

(b) No provision of the Trust Agreements shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that (i) this subsection shall not be construed to limit the effect of Section 5.05; (ii) the Trustee shall not be liable for any error of judgment made in good faith by a responsible officer of the Trustee, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts or was otherwise negligent in making the judgment; and (iii) no

provision of the Trust Agreements shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(c) In no event shall the Trustee be liable for any losses arising out of the holding of any securities or cash in any particular country, including losses resulting from nationalization, expropriation or other governmental actions; regulation of the banking or securities industry; exchange or currency controls or restrictions, devaluations or fluctuations; availability of securities or cash or market conditions which prevent the transfer of property or the execution of securities transactions or affect the value of property.

**Section 5.07. Resignation, Removal and Successor Trustees.**

(a) The Trustee may resign at any time upon sixty (60) days' written notification to Consolidation and the NQF Companies.

(b) Consolidation and the NQF Companies may remove the Trustee at any time upon thirty (30) days' written notification to the Trustee.

(c) If the Trustee shall be adjudged bankrupt or insolvent, a vacancy shall thereupon be deemed to exist in the office of Trustee and a successor shall thereupon be appointed by Consolidation and the NQF Companies.

(d) In the case of any resignation under Section 5.07(a), any removal under Section 5.07(b), or any vacancy under Section 5.07(c), Consolidation and the NQF Companies may appoint a successor Trustee. If Consolidation and the NQF Companies are unable to, or do not, appoint a successor Trustee within 90 days after the resignation, removal or deemed vacancy, Consolidation, the NQF Companies or the Trustee may apply to any court of competent jurisdiction to appoint a successor Trustee to act until such time, if any, as a successor shall have been appointed and shall have accepted its appointment as provided below. Any successor Trustee appointed hereunder shall execute, acknowledge and deliver to Consolidation and the NQF Companies an appropriate written instrument accepting such appointment hereunder, subject to all the terms and conditions hereof, and thereupon such successor Trustee shall become fully vested with all the rights, powers, trusts, duties and obligations of its predecessor in trust under the Trust Agreements, with like effect as if originally named as Trustee thereunder. The predecessor Trustee shall, upon written request for payment of all fees and expenses by Consolidation and the NQF Companies, deliver to the successor Trustee the corpus of the Trusts and perform such other acts as may be required or be desirable to vest and confirm in said successor Trustee all right, title and interest in the corpus of the Trusts to which it succeeds.

**Section 5.08. Merger of Trustee.** Any corporation or other legal entity into which the Trustee may be merged or with which it may be consolidated, or any corporation or other legal entity resulting from any merger or consolidation to which the Trustee shall be a party, or any corporation or other legal entity to which the corporate trust functions of the Trustee may be

transferred, shall be the successor Trustee under the Trust Agreements without the necessity of executing or filing any additional acceptance of the Trust Agreements or the performance of any further act on the part of any other parties hereto.

## **ARTICLE VI**

### **Powers of the Trustee and Investment Manager**

**Section 6.01. General Powers.** The Trustee shall have and exercise the following powers and authority in the administration of the Trusts (i) when such powers and authority relate to a separate account established for an investment manager, only to carry out the directions of that investment manager, and (ii) where such powers and authority relate to investments made by the Trustee in accordance with Section 4.01(b), in its discretion:

(a) to purchase, receive or subscribe for any securities or other property, including equity securities in limited partnerships, limited liability companies, business trusts or similar securities, and to retain in trust such securities or other property;

(b) to sell, exchange, convey, transfer, lend, or otherwise dispose of any property held in the Trusts and to make any sale by private contract or public auction; and no person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity, expediency or propriety of any such sale or other disposition;

(c) to vote in person or by proxy any stocks, bonds or other securities held in the Trusts;

(d) to exercise any rights appurtenant to any such stocks, bonds or other securities for the conversion thereof into other stocks, bonds or securities, or to exercise rights or options to subscribe for or purchase additional stocks, bonds or other securities, and to make any and all necessary payments with respect to any such conversion or exercise, as well as to write options with respect to such stocks and to enter into any transactions in other forms of options with respect to any options which the Trusts have outstanding at any time;

(e) to join in, dissent from or oppose the reorganization, recapitalization, consolidation, sale or merger of corporations or properties of which the Trusts may hold stocks, bonds or other securities or in which any of them may be interested, upon such terms and conditions as deemed wise, to pay any expenses, assessments or subscriptions in connection therewith, and to accept any securities or property, whether or not trustees would be authorized to invest in such securities or property, which may be issued upon any such reorganization, recapitalization, consolidation, sale or merger and thereafter to hold the same, without any duty to sell;

(f) to enter into any type of contract with any insurance company or companies, either for the purposes of investment or otherwise; *provided* that no insurance company dealing with the Trustee shall be considered to be a party to the Trust Agreements and shall only be bound by and held accountable to the extent of its contract with the Trustee. Except as otherwise provided by any contract, the insurance company need only look to the Trustee with regard to any instructions issued and shall make disbursements or payments to any person, including the Trustee, as shall be directed by the Trustee. Where applicable, the Trustee shall

be the sole owner of any and all insurance policies or contracts issued. Such contracts or policies, unless otherwise determined, shall be held as an asset of the Trusts for safekeeping or custodian purposes only;

(g) pursuant to a separate written agreement between the Trustee and Consolidation or the appropriate NQF Company or Companies, to lend the assets of the Trust or Trusts covered by such agreement and, specifically, to loan any securities to brokers, dealers or banks upon such terms, and secured in such manner, as may be determined by the Trustee, to permit the loaned securities to be transferred into the name of the borrower or others and to permit the borrower to exercise such rights of ownership over the loaned securities as may be required under the terms of any such loan; *provided* that, with respect to the lending of securities pursuant to such separate written agreement, the Trustee shall be deemed to be a financial institution, within the meaning of section 101 (22) of the Bankruptcy Code); and *provided further* that any loans made from a Trust shall be made in conformity with such laws or regulations governing such lending activities that may have been promulgated by any appropriate regulatory body at the time of such loan; and

(h) to purchase or sell, write or issue, puts, calls, or other options, covered or uncovered, enter into financial futures contracts, forward placement contracts and standby contracts, and in connection therewith, deposit, hold or pledge assets of the Trusts or settle transactions in foreign exchange or foreign exchange contracts, swaps, synthetic guaranteed investment contracts and other derivative investments, *provided* that the Trustee shall have no custodial responsibility for any assets transferred to brokers or third parties as margin or collateral in connection with such activities.

Settlements of transactions may be effected in trading and processing practices customary in the jurisdiction or market where the transaction occurs. Consolidation and the NQF Companies acknowledge that this may, in certain circumstances, require the delivery of cash or securities (or other property) without the concurrent receipt of securities (or other property) or cash, and, in such circumstances, Consolidation and the appropriate NQF Company, as the case may be, shall have sole responsibility for nonreceipt of payment (or late payment) by the counterparty.

Notwithstanding anything in the Trust Agreements to the contrary, the Trustee shall not be responsible or liable for its failure to perform under the Trust Agreements or for any losses to the Trusts resulting from any event beyond the reasonable control of the Trustee, its agents or subcustodians, including nationalization, strikes, expropriation, devaluation, seizure, or similar action by any governmental authority, de facto or de jure; or enactment, promulgation, imposition or enforcement by any such governmental authority of currency restrictions, exchange controls, levies or other charges affecting the Trusts' property; or the breakdown, failure or malfunction of any utilities or telecommunications systems; or any order or regulation of any banking or securities industry, including changes in market rules and market conditions affecting the execution or settlement of transactions; or acts of war, terrorism, insurrection or revolution; or acts of God; or any other similar event. This Section shall survive the termination of the Trust Agreements.

**Section 6.02. Specific Powers of the Trustee.** The Trustee shall have the following powers and authority, to be exercised in its sole discretion, with respect to the Trusts:

(a) to appoint agents, custodians, subtrustees, depositories or counsel, domestic or foreign, as to part or all of the Trusts and functions incident thereto where, in the sole discretion of the Trustee, such delegation is necessary in order to facilitate the operations of the Trusts and such delegation is not inconsistent with the purposes of the Trusts or in contravention of any applicable law. The Trustee shall have no responsibility for losses to a Trust resulting from the acts or omissions of any foreign custodian unless due to the foreign custodian's fraud, negligence, or willful misconduct, and shall have the power to utilize any tax reclaim procedures with respect to taxes withheld to which the Trust may be entitled under applicable tax laws, treaties and regulations; *provided* that any exercise of such power by the Trustee shall be on a reasonable efforts basis. To the extent that the appointment of any such person or entity may be deemed to be the appointment of a fiduciary, the Trustee may exercise the powers granted hereby to appoint as such a fiduciary any person or entity (other than ExGen or any other owner or operator of a power reactor or their subsidiaries, successors, or assigns or persons representing them). Upon such delegation, the Trustee may require such reports, bonds or written agreements as it deems necessary to properly monitor the actions of its delegate;

(b) to cause any investment, either in whole or in part, in the Trusts to be registered in, or transferred into, the Trustee's name or the names of a nominee or nominees, including to that of the Trustee or an Affiliate, a clearing corporation, or a depository, or in book-entry form, or to retain any such investment unregistered or in a form permitting transfer by delivery, *provided* that the books and records of the Trustee shall at all times show that such investments are a part of the Trusts; and to cause any such investment, or the evidence thereof, to be held by the Trustee, in a depository, in a clearing corporation, in book-entry form, or by any other entity or in any other manner permitted by law; *provided* that the Trustee shall not be responsible for any losses resulting from the deposit or maintenance of securities or other property (in accordance with market practice, custom, or regulation) with any recognized foreign or domestic clearing facility, book-entry system, centralized custodial depository, or similar organization;

(c) to make, execute and deliver, as Trustee, any and all deeds, leases, mortgages, conveyances, waivers, releases or other instruments in writing necessary or desirable for the accomplishment of any of the foregoing powers;

(d) to defend against or participate in any legal actions involving the Trusts or the Trustee in its capacity stated herein, in the manner and to the extent it deems advisable;

(e) to form corporations and to create trusts, to hold title to any security or other property, to enter into agreements creating partnerships or joint ventures for any purpose or purposes determined by the Trustee to be in the best interests of the Trusts;

(f) to establish and maintain such separate accounts in accordance with the instructions of Consolidation or the appropriate NQF Company, as Consolidation or the



appropriate NQF Company, as the case may be, deem necessary for the proper administration of the Trusts, or as determined to be necessary by the Trustee;

(g) to hold uninvested cash in its commercial bank or that of an Affiliate, as it shall deem reasonable or necessary;

(h) to invest in any collective, common or pooled trust fund operated or maintained exclusively for the commingling and collective investment of monies or other assets including any such fund operated or maintained by the Trustee or an Affiliate. Consolidation or the appropriate NQF Company expressly understands and agrees that any such collective fund may provide for the lending of its securities by the collective fund trustee and that such collective fund's trustee will receive compensation for the lending of securities that is separate from any compensation of the Trustee hereunder, or any compensation of the collective fund trustee for the management of such collective fund;

(i) to invest in open-end and closed-end investment companies, including those for which the Trustee or an Affiliate provides services for a fee, regardless of the purposes for which such fund or funds were created, and any partnership, limited or unlimited, joint venture and other forms of joint enterprise created for any lawful purpose;

(j) to enter into one or more standby trust agreements in substantially the form of Exhibit E for the purposes described in such standby trust agreement; and

(k) to generally take all action, whether or not expressly authorized, which the Trustee may deem necessary or desirable for the protection of the Trusts.

**Section 6.03. Reliance on Instructions.** The powers described in Section 6.02 may be exercised by the Trustee with or without instructions from Consolidation or the NQF Companies or a party authorized by Consolidation or the NQF Companies to act on its behalf, but where the Trustee acts on authorized instructions, the Trustee shall be fully protected as described in Sections 5.05 and 5.06. All directions and instructions to the Trustee from an authorized party shall be in writing, by facsimile transmission, electronic transmission subject to the Trustee's practices, or any other method specifically agreed to in writing by Consolidation or the NQF Companies and the Trustee, *provided* the Trustee may, in its discretion, accept oral directions and instructions and may require confirmation in writing. Without limiting the generality of the foregoing, the Trustee shall not be liable for the acts or omissions of any person appointed under paragraph (a) of Section 6.02 pursuant to instructions authorized by Consolidation or a NQF Company.

**Section 6.04. Pricing and Other Data.** For purposes of this Section, "**Market Data**" shall mean pricing or other data related to securities and other assets and includes, but is not limited to, security identifiers, valuations, bond ratings, classification data, and other data received from investment managers and others. In providing Market Data, the Trustee is authorized to use pricing vendors, analytics providers, brokers, dealers, investment managers, authorized parties, subcustodians, depositories and any other person providing Market Data to the Trustee ("**Data Providers**"). The Trustee may follow authorized instructions in providing pricing or other Market Data, even if such instructions direct the Trustee to override its usual

procedures and Market Data sources. The Trustee shall be entitled to rely without inquiry on all Market Data (and all authorized instructions related to Market Data) provided to it, and the Trustee shall not be liable for any losses incurred as a result of errors or omissions with respect to any Market Data utilized by the Trustee or Consolidation or NQF Companies hereunder. Consolidation and NQF Companies each acknowledge that certain pricing or valuation information may be based on calculated amounts rather than actual market transactions and may not reflect actual market values, and that the variance between such calculated amounts and actual market values may be material. The Trustee shall not be required to inquire into the pricing of any securities or other assets even though the Trustee may receive different prices for the same securities or assets. Market Data may be the intellectual property of the Data Providers, which may impose additional terms and conditions upon Consolidation and NQF Companies' use of the Market Data. The additional terms and conditions will be provided by the Trustee upon request of Consolidation or a NQF Company. Certain service providers hired by the Trustee to provide, or assist the Trustee with providing, value-added services requested by Consolidation or NQF Companies may not utilize an authorized party's directed price due to system constraints or differing data sources. Performance measurement and analytic services may use different data sources than those used by the Trustee to provide Market Data for the Trusts, which may result in differences between custodial reports and performance measurement and analytic reports.

## **ARTICLE VII**

### **Amendments**

**Section 7.01. Amendment Authority.** Consolidation and the NQF Companies may amend the Trust Agreements from time to time, *provided:*

- (1) such amendment does not cause the Qualified Trusts to fail to qualify as nuclear decommissioning reserve funds under section 468A of the Code and the Treasury Regulations thereunder;
- (2) any amendment to Section 8.04 shall require the approval of ComEd (and any amendment of this Article VII that would alter the need for ComEd's approval under this clause (2));
- (3) any amendment to Section 8.05 shall require the approval of PECO (and any amendment of this Article VII that would alter the need for PECO's approval under this clause (3));
- (4) any amendment to Section 8.06 shall require the approval of any affected Associated Public Utility (and any amendment of this Article VII that would alter the need for such affected Associated Public Utility's approval under this clause (4)); and
- (5) any amendment that would affect the responsibility of the Trustee shall require the approval of the Trustee (and any amendment of this Article VII that would alter the need for the Trustee's approval under this clause (5)).

The Trust Agreements may not be amended so as to violate section 468A of the Code or the Treasury Regulations thereunder. The Qualified Trusts are established and shall be maintained

for the sole purpose of qualifying as nuclear decommissioning reserve funds under section 468A of the Code and the Treasury Regulations thereunder. If the Qualified Trusts would fail to so qualify because of any provision contained in the Trust Agreements, the Trust Agreements shall be deemed to be amended as necessary to conform with the requirements of Code section 468A and the Treasury Regulations thereunder.

**Section 7.02. Notice to NRC.** Notwithstanding any provision herein to the contrary, the Trust Agreements may not be modified in any material respect without first providing thirty (30) days' prior written notice to the NRC Director, Office of Nuclear Reactor Regulation. Consolidation shall be solely responsible for determining whether a modification is material, and the Trustee shall be protected for relying upon such determination. No modification will be made if the Trustee receives written objection from the NRC Director, Office of Nuclear Reactor Regulation, prior to modification.

## **ARTICLE VIII**

### **Termination**

**Section 8.01. Qualified Trusts.** A Unit's Qualified Trust shall terminate upon the earlier of either (i) substantial completion of decommissioning of that Trust's Unit or (ii) disqualification of that Unit's Qualified Trust by the Internal Revenue Service as provided in Treasury Regulations § 1.468A-5(c) or any corresponding future Treasury Regulation. Consolidation or the NQF Companies, as applicable, shall provide the Trustee with notice of the occurrence of such terminating event.

**Section 8.02. Nonqualified Trusts.** A Nonqualified Trust shall terminate upon termination by the NRC of that Unit's license. Consolidation or the NQF Companies, as applicable, shall provide the Trustee with notice of the occurrence of such terminating event.

**Section 8.03. Distributions Upon Termination.** Upon the termination of any Trust, the assets of the terminated Trust (after deducting any final Trust administration expenses (including accrued taxes paid directly to a taxing authority)) shall be distributed in accordance with any required written directive of any applicable regulatory authority concerning termination of such Trust provided to the Trustee by Consolidation or an NQF Company, as applicable. If there is no required written directive of any regulatory authority, the Trustee shall distribute such assets as directed in writing (which writing shall certify that there is no required written directive from a regulatory authority) by Consolidation or an NQF Company, as applicable.

**Section 8.04. Former ComEd Units.** Upon the later of the termination of the Qualified Trust or the Nonqualified Trust for a Former ComEd Unit, the Trustee shall distribute the entire remaining amount of such Trust or Trusts for such Former ComEd Unit, including all accrued, accumulated and undistributed net income, to ComEd. The interest of ComEd in any Trust relating to a Former ComEd Unit is not subject to the claims of creditors of ComEd.

**Section 8.05. Former PECO Units.** Absent a written directive of the PUC within thirty (30) days after the PUC is notified of the termination of a Trust relating to a Former PECO Unit, all of the assets of the terminated Qualified Trust shall be distributed to Consolidation, and all of the assets of the terminated Nonqualified Trust shall be distributed to the NQF Company that is

the owner of such Trust, except that if a Former PECO Unit's Qualified Trust is terminated prior to the termination of a Former PECO Unit's Nonqualified Trust, the assets of the terminated Qualified Trust shall be distributed to the Nonqualified Trust for the Former PECO Unit that is held by the appropriate NQF Company. Consolidation or the appropriate NQF Company, as the case may be, shall provide the Trustee with notification that the Trust has been terminated and with either (i) the PUC written directive or (ii) a certificate signed by its Chairman of the Board, its President or one of its Vice Presidents and its Treasurer or an Assistant Treasurer, and a certificate signed by an officer of PECO, in both cases certifying that there is no PUC written directive and that thirty (30) days have elapsed since notification to the PUC of termination prior to distribution of the assets of the terminated Trust.

**Section 8.06. Additional Units.** Upon the later of the termination of a Qualified Trust or a Nonqualified Trust for an Additional Unit, the Trustee shall distribute the entire remaining amount of such Trust or Trusts for such Additional Unit, including all accrued, accumulated and undistributed net income, (i) if there is an Associated Public Utility for such Additional Unit, to such Associated Public Utility, and (ii) if there is no Associated Public Utility for such Additional Unit, to Consolidation or the NQF Company, as applicable.

**EXHIBIT "A-1"**

**CERTIFICATE FOR PAYMENT OF DECOMMISSIONING COSTS**

**The Northern Trust Company, as Trustee**  
**50 South LaSalle Street**  
**Chicago, Illinois 60603**

This Certificate is submitted pursuant to Section 3.02 of the Master Terms for Trust Agreements (the "***Master Terms***"). All capitalized terms used in this Certificate and not otherwise defined herein shall have the respective meanings assigned to such terms in the Master Terms. In your capacity as Trustee, you are hereby authorized and requested to disburse out of the [Unit name's] Qualified Trust to [payee] the amount of \$\_\_\_\_\_ for the payment of the Decommissioning Costs that have been incurred with respect to the [Unit name]. Prior to making such disbursements, however, the Trustee shall provide thirty days prior written notice of such disbursement to the NRC and shall not make such disbursement if the Trustee receives written notice of any objections from the NRC Director, Office of Nuclear Reactor Regulation during such thirty day period, or if the Trustee receives such notice at any later time that is nevertheless prior to disbursement. With respect to such Decommissioning Costs, Consolidation hereby certifies as follows:

1. The amount to be disbursed pursuant to this Certificate shall be solely used for the purpose of paying the Decommissioning Costs the nature of which are described in Schedule A hereto.
2. None of the Decommissioning Costs described in Schedule A hereto have previously been made the basis of any certificate pursuant to Section 3.02 of the Master Terms.
3. The amount to be disbursed from the Qualified Trust pursuant to this Certificate shall be used solely for the purpose of paying Qualified Decommissioning Costs as defined in the Master Terms.
4. Any necessary authorizations of the ICC, PUC, NRC or any corresponding governmental authority having jurisdiction over the decommissioning of the Unit have been obtained, other than the required 30 days prior written notice to the NRC.

**IN WITNESS WHEREOF**, the undersigned representative of Exelon Generation Consolidation, LLC has executed this Certificate in the capacity shown below as of

\_\_\_\_\_, \_\_\_\_\_.

**EXELON GENERATION  
CONSOLIDATION, LLC**

**Acknowledged by:  
THE NORTHERN TRUST COMPANY**

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

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

**EXHIBIT "A-2"**

**CERTIFICATE FOR PAYMENT OF DECOMMISSIONING COSTS**

**The Northern Trust Company, as Trustee**  
**50 South LaSalle Street**  
**Chicago, Illinois 60603**

This Certificate is submitted pursuant to Section 3.02 of the Master Terms for Trust Agreements (the "***Master Terms***"). All capitalized terms used in this Certificate and not otherwise defined herein shall have the respective meanings assigned to such terms in the Master Terms. In your capacity as Trustee, you are hereby authorized and requested to disburse out of the [Unit name's] Nonqualified Trust to [payee] the amount of \$ \_\_\_\_\_ for the payment of the Decommissioning Costs that have been incurred with respect to the [Unit name]. Prior to making such disbursements, however, the Trustee shall provide thirty days prior written notice of such disbursement to the NRC and shall not make such disbursement if the Trustee receives written notice of any objections from the NRC Director, Office of Nuclear Reactor Regulation during such thirty day period, or if the Trustee receives such notice at any later time that is nevertheless prior to disbursement. With respect to such Decommissioning Costs, [●] NQF LLC hereby certifies as follows:

1. The amount to be disbursed pursuant to this Certificate shall be solely used for the purpose of paying the Decommissioning Costs the nature of which are described in Schedule A hereto.
2. None of the Decommissioning Costs described in Schedule A hereto have previously been made the basis of any certificate pursuant to Section 3.02 of the Master Terms.
3. Any necessary authorizations of the ICC, PUC, NRC or any corresponding governmental authority having jurisdiction over the decommissioning of the Unit have been obtained, other than the required 30 days prior written notice to the NRC.

**IN WITNESS WHEREOF**, the undersigned representative of [●] NQF LLC has executed this Certificate in the capacity shown below as of \_\_\_\_\_, \_\_\_\_\_.

**[●] NQF LLC**

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

**Acknowledged by:**  
**THE NORTHERN TRUST COMPANY**

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

**EXHIBIT "B"**

**CERTIFICATE FOR TRANSFER BETWEEN  
A QUALIFIED TRUST AND A NONQUALIFIED TRUST**

**The Northern Trust Company, as Trustee  
50 South LaSalle Street  
Chicago, Illinois 60603**

This Certificate is submitted pursuant to Section 3.04 of the Master Terms for Trust Agreements (the "***Master Terms***"). All capitalized terms used in this Certificate and not otherwise defined herein shall have the respective meanings assigned to such terms in the Master Terms. In your capacity as Trustee, you are hereby authorized and instructed as follows (complete one):

To pay \$\_\_\_\_\_ in cash or securities from the [Unit name's] Nonqualified Trust to that Unit's Qualified Trust; or

To pay \$\_\_\_\_\_ in cash from the [Unit name's] Qualified Trust to that Unit's Nonqualified Trust.

With respect to such payment, Consolidation and \_\_\_\_\_ hereby certify as follows:

1. Any amount stated herein to be paid from the Nonqualified Trust to the Qualified Trust is in accordance with the contribution limitations applicable to the Qualified Trust set forth in Section 2.02 of the Master Terms and the limitations of Section 3.04 of the Master Terms.

2. Any amount stated herein to be paid from the Qualified Trust to the Nonqualified Trust is in accordance with Section 2.04 of the Master Terms. Consolidation and \_\_\_\_\_ have determined that such payment is appropriate under the standards of Section 2.04 of the Master Terms.

**IN WITNESS WHEREOF**, the undersigned have executed this Certificate in the capacity as shown below as of \_\_\_\_\_, \_\_\_\_\_.

**EXELON GENERATION  
CONSOLIDATION, LLC**

**[●] NQF LLC**

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

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

**Acknowledged by:**  
**THE NORTHERN TRUST COMPANY**

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



**EXHIBIT "C"**

**CERTIFICATE FOR WITHDRAWAL  
OF EXCESS CONTRIBUTIONS FROM QUALIFIED TRUST**

**The Northern Trust Company, as Trustee  
50 South LaSalle Street  
Chicago, Illinois 60603**

This Certificate is submitted pursuant to Section 2.04 of the Master Terms for Trust Agreements ("***Master Terms***"). All capitalized terms used in this Certificate and not otherwise defined herein shall have the respective meanings assigned to such terms in the Master Terms. In your capacity as Trustee, you are hereby authorized and instructed to pay \$\_\_\_\_\_ in cash to Consolidation from the [Unit name's] Qualified Trust. With respect to such payment, Consolidation hereby certifies that withdrawal and transfer pursuant to Section 2.04 of the Master Terms is appropriate and that \$\_\_\_\_\_ constitutes an excess contribution pursuant to such Section.

**IN WITNESS WHEREOF**, the undersigned have executed this Certificate in the capacity as shown below as of \_\_\_\_\_, \_\_\_\_\_.

**EXELON GENERATION CONSOLIDATION,  
LLC**

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

**Acknowledged by:  
THE NORTHERN TRUST COMPANY**

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

## EXHIBIT “D”

### CROSS-TRADING INFORMATION

As part of the cross-trading program covered by the Exemption for the Trustee and its Affiliates, the Trustee is to provide to each affected Trust the following information:

I. The existence of the cross-trading program

The Trustee has developed and intends to utilize, wherever practicable, a cross-trading program for Indexed Accounts and Large Accounts as those terms are defined in the Exemption.

II. The “triggering events” creating cross-trade opportunities

In accordance with the exemption three “triggering events” may create opportunities for cross-trading transactions. They are generally the following (see the Exemption for more information):

- A. A change in the composition or weighting of the index by the independent organization creating and maintaining the index;
- B. A change in the overall level of investment in an Indexed Account as a result of investments and withdrawals on the account’s opening date, where the Account is a bank collective fund, or on any relevant date for non-bank collective funds; *provided, however*, a change in an Indexed Account resulting from investments or withdrawals of assets of the Trustee’s own plans (other than the Trustee’s defined contribution plans under which participants may direct among various investment options, including Indexed Accounts) are excluded as a “triggering event”; or
- C. A recorded declaration by the Trustee that an accumulation of cash in an Indexed Account attributable to interest or dividends on, and/or tender offers for, portfolio securities equal to not more than 0.5% of the Account’s total value has occurred.

III. The pricing mechanism utilized for securities purchased or sold

Securities will be valued at the current market value for the securities on the date of the crossing transaction.

Equity securities - the current market value for the equity security will be the closing price on the day of trading as determined by an independent pricing service; unless the security was added to or deleted from an index after the close of trading, in which case the price will be the opening price for that security on the next business day after the announcement of the addition or deletion.

Debt securities - the current market value of the debt security will be the

price determined by the Trustee as of the close of the day of trading according to the Securities and Exchange Commission's Rule 17a-7(b)(4) under the Investment Company Act of 1940.

Debt securities that are not reported securities or traded on an exchange will be valued based on an average of the highest current independent bids and the lowest current independent offers on the day of cross-trading. The Trustee will use reasonable inquiry to obtain such prices from at least three independent sources that are brokers or market makers. If there are fewer than three independent sources to price a certain debt security, the closing price quotations will be obtained from all available sources.

IV. The allocation methods

Direct cross-trade opportunities will be allocated among potential buyers or sellers of debt or equity securities on a pro rata basis. With respect to equity securities, please note the Trustee imposes a trivial share constraint to reduce excessive custody ticket charges to participating accounts.

V. Other procedures implemented by the Trustee for its cross-trading practices

The Trustee has developed certain internal operational procedures for cross-trading debt and equity securities. These procedures are available upon request.

**EXHIBIT “E”**  
**FORM OF STANDBY TRUST AGREEMENT**  
(See attached)

**Form of  
STANDBY TRUST AGREEMENT  
FOR [Name of Unit]**

TRUST AGREEMENT (the "*Agreement*") entered into as of [date] by and between **EXELON GENERATION COMPANY, LLC**, a Pennsylvania limited liability company, herein referred to as the "*Grantor*," and **THE NORTHERN TRUST COMPANY**, 50 South LaSalle Street, Chicago, IL 60603, the "*Trustee*."

WHEREAS, the U.S. Nuclear Regulatory Commission ("*NRC*"), an agency of the U.S. Government, pursuant to the Atomic Energy Act of 1954, as amended, and the Energy Reorganization Act of 1974, has promulgated regulations in Title 10, Part 50, of the *Code of Federal Regulations* (10 CFR Part 50). These regulations, applicable to the Grantor, require that a holder of, or an applicant for, a 10 CFR Part 50 license provide assurance that funds will be available when needed for required decommissioning activities.

WHEREAS, the Grantor has elected, when necessary, to use a parent guarantee to provide part of such financial assurance for [Name of Unit];

WHEREAS, when payment is required to be made under the parent guarantee, this Standby Trust shall be used for the receipt of such payment; and

WHEREAS, the Grantor, acting through its duly authorized officers, has selected the Trustee to be the trustee under this Agreement, and the Trustee is willing to act as trustee;

NOW, THEREFORE, the Grantor and the Trustee agree as follows:

**Section 1. Definitions.** As used in this Agreement:

(a) The term "*Grantor*" means the NRC licensee who enters into this Agreement and any successors or assigns of the Grantor.

(b) The term "*Trustee*" means the trustee who enters into this Agreement and any successor Trustee.

**Section 2. Costs of Decommissioning.** This Agreement pertains to the costs of decommissioning [name of Unit], as identified in License Number [●], issued pursuant to 10 CFR Part 50.

**Section 3. Establishment of Fund.** The Grantor and the Trustee hereby establish a Standby Trust Fund (the "*Fund*") for the benefit of the Grantor but only to the extent the provisions of 31 U.S.C. 3302(b) would not be applicable. The Grantor and the Trustee intend that no third party shall have access to the Fund except as provided herein. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount of, or adequacy of the Fund, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities of the Grantor established by NRC.

**Section 4. Payments Constituting the Fund.** Payments made to the Trustee for the Fund shall consist of cash, securities, or other liquid assets acceptable to the Trustee. The Fund is established initially as consisting of the property acceptable to the Trustee. Such property and any other property subsequently transferred to the Trustee are referred to as the "*Fund*," together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided.

**Section 5. Payment for Required Activities Specified in the Plan.** The Trustee shall make payments from the Fund to the Grantor or to a decommissioning contractor of the Grantor, as the Grantor may designate, upon presentation to the Trustee of the following:

- (a) A certificate duly executed by the Vice President Finance (Nuclear) of the Grantor (or such other authorized officer as may be designated by the Grantor) attesting to the occurrence of the events, and in the form set forth in the attached Specimen Certificate (Appendix A), and
- (b) A certificate attesting to the following conditions: (1) that decommissioning is proceeding pursuant to an NRC-approved plan, and (2) that the funds withdrawn will be expended for activities undertaken pursuant to that plan.

Notwithstanding the foregoing, except for payments for administrative costs (including taxes and other incidental expenses of the Fund (including legal, accounting, actuarial, and Trustee expenses)) in connection with the operation of the Fund, no disbursements or payments from the Fund shall be made: (1) unless 30 working days prior written notice of such disbursement or payment has been made to the NRC or (2) if the Trustee receives written notice of an objection from the NRC's Director of the Office of Nuclear Reactor Regulation or the Director of the Office of Nuclear Material Safety and Safeguards, as applicable. Except that the foregoing shall not apply if the Grantor is making a withdrawal pursuant to 10 CFR 50.82(a)(8).

In the event of the Grantor's default or inability to direct decommissioning activities, the Trustee shall: (1) make payments from the Fund as the NRC or State agency shall direct, in writing, to provide for the payment of the costs of required activities covered by this Agreement; (2) make disbursements to the Grantor or other persons as specified by the NRC, or State agency, from the fund for expenditures for required activities in such amounts as the NRC, or State agency, shall direct in writing; and (3) refund to the Grantor such amounts remaining after the license has been terminated or as the NRC or State Agency specifies in writing. Upon refund, such funds shall no longer constitute part of the Fund as defined herein.

Upon presentation of the certificates described above to the Trustee or upon receipt of a direction to make a distribution from the NRC or State Agency as described in this Section, the Trustee shall process a payment in the amount set forth in such certificates or direction and shall not be responsible, nor shall it undertake any responsibility, to verify any matters set forth in such certificates or direction.

**Section 6. Trust Management.** Grantor shall appoint one or more Investment Managers (each an "Investment Manager") to manage the assets of the Fund and shall direct the Trustee with respect to the segregation of the assets of the Fund to be managed by each such Investment Manager. In the event an Investment Manager resigns or is otherwise terminated for any reason with respect to a portion of the Fund's assets, the Grantor shall appoint one or more successor Investment Managers with respect to such assets. The Trustee shall act with respect to assets in the Fund only as directed by the applicable Investment Manager. The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with directions of the Investment Manager. In investing, reinvesting, exchanging, selling, and managing the Fund, the Grantor shall require the Investment Manager to discharge its duties with respect to the Fund in the best interest of the beneficiary and with the care, skill, prudence, and diligence under the circumstances then prevailing, which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; except that:

- (a) The Grantor shall ensure that no Investment Manager directs the Trustee to acquire or hold securities or other obligations of the Grantor, or any other owner or operator of

any nuclear power reactor, or any of their affiliates, subsidiaries, successors, or assigns, as defined in the Investment Company Act of 1940, as amended (15 U.S.C. 80a-2(a)), or in a mutual fund in which at least 50 percent of the Fund is invested in the securities of an NRC licensee of a nuclear power plant, or a parent company whose subsidiary is an owner or operator of a foreign or domestic nuclear power plant. The Investment Manager may direct the Trustee to acquire or hold an investment tied to market indices or other nonnuclear-sector collective, commingled, or mutual funds (i.e. a mutual fund in which less than 50 percent of the Fund is invested in the securities of a licensee or a parent company whose subsidiary is an owner or operator of a foreign or domestic nuclear power plant), however, that no more than 10 percent of trust assets may be indirectly invested in securities of any entity owning or operating one or more nuclear power plants.

(b) For a reasonable time, not to exceed 60 days, the Trustee is authorized to hold uninvested cash, awaiting investment or distribution, without liability for the payment of interest thereon.

(c) The Grantor shall ensure that any Investment Manager shall adhere to the applicable State-specific investment standard and/or the "prudent investor" standard as specified in 18 CFR 35.32(a)(3) of the Federal Energy Regulatory Commission regulations or any successor regulation thereto (the "*Prudent Investor Standard*"); and

(d) The Grantor, its affiliates, and its subsidiaries are prohibited from acting as investment manager for the funds or from giving day-to-day management direction of the funds' investments or direction on individual investments by the funds except that the Grantor, or an affiliate or subsidiary, may act as an investment manager in the case of passive fund management of trust funds where management is limited to investment-tracking market indices.

**Section 7. Commingling and Investment.** The Trustee is expressly authorized at the direction of the Investment Manager:

(a) To transfer, from time to time, any or all of the assets of the Fund to any common, commingled, or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein; and

(b) To purchase shares in any investment company registered under the Investment Company Act of 1940 (15 U.S.C. 80A-1 et seq.), including one that may be created, managed, or underwritten, or to which investment advice is rendered, or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

**Section 8. Express Powers of Trustee.** Without in any way limiting the powers and discretion conferred upon the Trustee by the other provisions of this Agreement or by law, in carrying out directions given to the Trustee hereunder, the Trustee is expressly authorized and empowered:

(a) To sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by public or private sale, as necessary, for prudent management of the Fund;

(b) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(c) To register any securities held in the Fund in its own name, or in the name of a nominee, and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, to reinvest interest and dividend payments and funds from matured and redeemed instruments, to file proper forms concerning securities held in the Fund in a timely fashion with appropriate government agencies, or to deposit or arrange for the deposit of such securities in a qualified central depository, even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee or such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the U.S. Government, or any agency or instrumentality thereof, with a Federal Reserve Bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund;

(d) To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee; and

(e) To compromise or otherwise adjust all claims in favor of or against the Fund.

**Section 9. Taxes and Expenses.** All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund may be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Grantor, and all other proper charges and disbursements of the Trustee, may be paid from the Fund. The Grantor shall (i) determine the taxability of Trust income, (ii) calculate the amount of any taxes owed by the Trust, (iii) direct the Trustee regarding the payment of such taxes, and (iv) be responsible for the preparation and filing of any required tax forms relating to the Trust or distributions from the Trust, including Form 1041 or any other information or tax returns. The Trustee agrees to cooperate in providing the Grantor or its designee with such information as is contained within its ordinary business records and is needed in order to timely complete any such form.

**Section 10. Annual Valuation.** After payment has been made into this Trust, the Trustee shall furnish on a monthly basis to the Grantor a statement confirming the value of the Trust. Any securities in the Fund shall be valued at market value within a reasonable time of such statement. The failure of the Grantor to object in writing to the Trustee within 90 days after the statement has been furnished to the Grantor shall constitute a conclusively binding assent by the Grantor, barring the Grantor from asserting any claim or liability against the Trustee with respect to the matters disclosed in the statement.

**Section 11. Advice of Counsel.** The Trustee may, from time to time, consult with counsel, who may be counsel to the Grantor, with respect to any question arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting on the advice of counsel.

**Section 12. Trustee Compensation.** The Trustee shall be entitled to reasonable compensation for its services, as agreed upon in writing from time to time with the Grantor.

**Section 13. Successor Trustee.** Upon 60 days notice to the Grantor, the Trustee may resign; upon 60 days notice to the Trustee, the Grantor may replace the Trustee; but such resignation or replacement shall not be effective until the Grantor has either appointed a successor Trustee and this successor accepts the appointment, or implements another financial assurance mechanism specified in 10 CFR 50.75(e). The successor Trustee shall have the same powers and duties as those conferred upon the



Trustee hereunder. Upon the successor Trustee's acceptance of the appointment, the Trustee shall assign, transfer, and pay over to the successor Trustee the funds and properties then constituting the Fund. If, for any reason, the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor Trustee or for instructions. The successor Trustee shall specify the date on which it assumes administration of the Trust in a writing sent to the Grantor and the present Trustee by certified mail 10 days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this section shall be paid as provided in Section 9.

**Section 14. Instructions to the Trustee.** All orders, requests, and instructions under this Agreement by the Grantor or an Investment Manager to the Trustee shall be in writing, signed by such persons as are signatories to this Agreement or such other designees as the Grantor may designate in writing. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's or an Investment Manager's orders, requests, instructions, or certificates, including the making of payments in reliance upon certificates presented by the Grantor pursuant to Section 5. If the NRC or State agency issues orders, requests, or instructions to the Trustee in the event of Grantor default, these shall be in writing, signed by the NRC, State agency, or their designees, and the Trustee shall act and shall be fully protected in acting without inquiry in accordance with such orders, requests, and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Grantor, the NRC, or State agency, hereunder, has occurred. The Trustee shall have no duty to act in the absence of such orders, requests, and instructions from the Grantor and/or the NRC, or State agency, except as provided for herein and shall incur no liability for not acting on such orders, requests or instructions as a result of the non-delivery, or delay in the delivery, of a direction or instruction, or error in the transmission of such direction or instruction, to the Trustee.

**Section 15. Amendment of Agreement.** This Agreement may be amended by an instrument in writing executed by the Grantor, the Trustee, and, if applicable, the NRC or State agency, or by the Trustee and the NRC or State Agency, if the Grantor ceases to exist. Notwithstanding any provision herein to the contrary, this Agreement cannot be modified in any material respect without first providing 30 working days prior written notice to the NRC's Director of the Office of Nuclear Reactor Regulation or the Director of the Office of Nuclear Material Safety and Safeguards, applicable. This Agreement may not be amended if the Trustee receives written notice of objection from the Director, Office of Nuclear Reactor Regulation, or the Director, Office of Nuclear Materials Safety and Safeguards, as applicable, within the notice period.

**Section 16. Termination.** This Trust shall continue until terminated at the written agreement of the Grantor, the Trustee, and, if applicable, the NRC or State Agency, or by the Trustee and the NRC or State Agency if the Grantor ceases to exist. Upon termination of the Trust, all remaining Trust property, less final Trust administration expenses, shall be delivered to the Grantor or its successor, or transferred to another financial assurance mechanism specified in 10 CFR 50.75(e), as appropriate and in accordance with its instructions.

**Section 17. Immunity and Indemnification.** The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantor, the NRC, or State agency, issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor or from the Fund, or both, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense, in the event the Grantor fails to provide such defense.

**Section 18. Choice of Law.** This Agreement shall be administered, construed, and enforced according to the laws of the State of Illinois.

**Section 19. Interpretation and Severability.** As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement. If any part of this Agreement is invalid, it shall not affect the remaining provisions, which will remain valid and enforceable.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the respective officers duly authorized and their respective seals to be hereunto affixed and attested as of the date first written above.

ATTEST:

EXELON GENERATION COMPANY, LLC

By: [name]

Its: [title]

ATTEST:

THE NORTHERN TRUST COMPANY

By: [name]

Its: [title]

## Appendix A

### CERTIFICATE OF EVENTS

The Northern Trust Company,  
as Trustee of Standby Trust for [Name of Trust] ("*Northern*")  
50 S. LaSalle Street  
Chicago, Illinois 60603  
Attention: [●]

Re: Standby Trust for [name of Unit] ("*Trust*")

To whom it may concern:

In accordance with the terms of the Standby Trust Agreement for [Name of Unit], with you dated [date], I, [insert name of authorized officer], [insert position] of Exelon Generation Company, LLC, hereby certifies that the following events have occurred:

1. Exelon Generation Company, LLC has begun the decommissioning of [name of Unit], located at [address] (hereinafter called the decommissioning).
2. The plans and procedures for the commencement and conduct of the decommissioning have been noticed and approved by the U.S. Nuclear Regulatory Commission, or its successor, on [date] (copy of approval attached).
3. The Board of Directors of Exelon Corporation, the parent of Exelon Generation Company, LLC, has adopted the attached resolution authorizing the commencement of the decommissioning.

[Title]

Date

**Attachment 4**  
**Subordinate Trust Agreement**

## SUBORDINATE TRUST AGREEMENT

THIS SUBORDINATE TRUST AGREEMENT, made and entered into on this 31<sup>st</sup> day of December, 2012, by and among the limited liability companies formed under the laws of Nevada and listed on the signature pages hereto (individually and collectively referred to herein as the "Company"), Northern Trust Company (the "Trustee"), the Trustee of each of the nuclear decommissioning trusts identified in Schedule I hereto (the "Trust") established to hold assets of the Company and THE BANK OF NEW YORK MELLON (hereinafter referred to as the "Subordinate Trustee"),

### WITNESSETH:

WHEREAS, the Company and the Trustee have established the trusts pursuant to an agreement (the "Trust Agreement") to hold and retain assets for the decommissioning of nuclear generating units owned and operated by Exelon Generation Company, LLC;

WHEREAS, under the Trust Agreement and pursuant to the direction of the Company, the Trustee shall execute a subordinate trust agreement under which the subordinate trustee shall hold and retain any assets of the Trust which the Trustee contributes thereto;

NOW, THEREFORE, it is agreed that the Subordinate Trustee shall establish and maintain a subordinate trust as follows:

### SECTION 1

1.1 Each Company represents and warrants that its Trust is (i) a nuclear decommissioning trust and (ii) an "accredited investor" within the meaning of Regulation D issued under the Securities Act of 1933. The Company will immediately notify the Subordinate Trustee if at any time it has reason to believe that its Trust may at that time or in the future no longer qualify as an "accredited investor".

### SECTION 2

2.1 The Trustee hereby establishes with the Subordinate Trustee at the direction of the Company a subordinate trust consisting of sums of money and such property acceptable to the Subordinate Trustee as the Trustee may from time to time deliver to the Subordinate Trustee and the Subordinate Trustee hereby agrees to receive in trust such additional transfers.

2.2 The Subordinate Trustee shall have no duty to determine or collect any monies from the Trustee and shall be solely accountable for monies or properties actually received by it.

2.3 All monies and properties which become subject to this Agreement, all investments and reinvestments made therewith and proceeds thereof and all earnings and profits thereon, less the payments of expenses, distributions and otherwise which at the time of reference shall have been made by the Subordinate Trustee as authorized herein and any losses hereto, are referred to herein as the "Fund".

2.4 The Fund shall be held by the Subordinate Trustee in trust and managed, invested and dealt with in accordance with the provisions of this Agreement.

### SECTION 3

3.1 The Company shall notify the Subordinate Trustee in writing of all persons or entities who are authorized to act on its behalf under the terms of this Agreement and the rights, powers and duties of each such person or entity and in the absence of such notice, the Subordinate Trustee shall rely solely upon the Company.

3.2 The Subordinate Trustee shall be entitled to deal with any such person or entity identified by the Company until notified otherwise by the Company, in writing.

3.3 The Company shall fully indemnify and save harmless the Subordinate Trustee from liability and expense incident to any act or failure to act by reason of the Subordinate Trustee's reliance upon or compliance with instructions issued by any such person or the Company.

### SECTION 4

4.1 The Subordinate Trustee shall make such payments within a reasonable time out of the Fund as the Company may from time to time in writing (whether transmitted by mail, facsimile and any other agreed-upon electronic or telephonic means) direct. The Subordinate Trustee may at any time and for any reason pay all or any portion of the Fund to the Trustee even though the Trustee does not so request. Subject to the foregoing, all income of the Fund shall be accumulated.

4.2 The Subordinate Trustee shall be fully protected in making such payments from time to time and shall be charged with no responsibility whatsoever respecting the application of such monies upon payment.

### SECTION 5

5.1 As directed by the Company, the Trustee may deliver written investment policies, objectives and guidelines to the Subordinate Trustee from time to time with respect to the investment and reinvestment of the Fund and the Subordinate Trustee shall exercise its investment duties hereunder in accordance with such investment policies, objectives and guidelines. Such investment policies, objectives and guidelines as may be amended from time to time, shall be communicated to the Subordinate Trustee in writing. The investment policies, objectives and guidelines are attached as Exhibit A, and are incorporated by reference into this Agreement, and shall be part of this Agreement. Subject to the foregoing, the Subordinate Trustee shall from time to time invest and reinvest the Fund and keep it invested, without distinction between principal and income, as it in its sole discretion deems advisable. Such investment and reinvestment shall not be restricted to securities or property of the character authorized for investments by trustees under any statute or other laws of any state, district or territory.

5.2 In addition to any power granted to trustees under any statute or other laws, such laws and statutes if necessary being incorporated herein by reference, the Subordinate Trustee's investment

powers shall include, but shall not be limited to, the power to purchase, subscribe for, invest and reinvest funds in, hold, sell, transfer or otherwise dispose of the following (subject to the Investment Guidelines attached hereto as Exhibit A, and prohibitions against self-dealing within the meaning of Code Section 4951, as made applicable to the Fund by Code section 468A(e)(5)):

- (a) domestic or foreign common and preferred stocks, including warrants, rights and preferred stocks or debt securities convertible into such common stock, regardless of where or how traded;
- (b) corporate bonds, notes, debentures, mortgage or asset-backed securities, structured notes, forward contracts on foreign exchange contracts, derivative instruments, repurchase agreements and other similar type of securities or instruments, and commercial paper;
- (c) bonds or other obligations of the United States of America or any foreign governmental entity and any agencies thereof, or any bonds or other obligations which are directly or indirectly guaranteed by the United States, any foreign governmental entity or any agency thereof;
- (d) obligations of the states and of municipalities or of any agencies thereof;
- (e) savings accounts, certificates of deposit and other types of time deposits, bearing a reasonable rate of interest based upon the duration, amount, type and geographical area, or bankers' acceptances, with any financial institution or quasi-financial institution or any department of the same, either domestic or foreign, under the supervision of the United States or any State, including any such financial institution owned, operated or maintained by or otherwise affiliated with, the Subordinate Trustee in its corporate or association capacity (including any department or division of the same) or a corporation or association affiliated with the same;
- (f) any composite security owned, operated and maintained by the Subordinate Trustee or any of its affiliates, including, but not limited to, demand notes, short-term notes and cash equivalent funds;
- (g) any collective, common or pooled trust fund operated or maintained exclusively for the commingling and collective investment of monies or other assets including any such fund operated or maintained by the Subordinate Trustee or any of its affiliates. Notwithstanding the provisions of this Agreement which place restrictions upon the actions of the Subordinate Trustee, to the extent monies or other assets are utilized to acquire units of any collective trust, the terms of the collective trust plan declaration of trust shall solely govern the investment duties, responsibilities and powers of the trustee of such collective trust and, to the extent required by law, such terms, responsibilities and powers shall be incorporated herein by reference and shall be part of this Agreement. For purposes of valuation, the value of the interest maintained by the Fund in such collective trust shall be the fair market value of the collective fund units held, determined by the Subordinate Trustee in its sole discretion in accordance with generally recognized valuation procedures. The Company expressly understands and agrees that any such collective fund may provide for the lending of its securities (and investment of collateral) by the collective fund trustee on such terms as it may in its discretion determine and that such collective fund's trustee will receive compensation from such collective fund for such transactions that is separate from any compensation of the Subordinate Trustee

thereunder, or any compensation of the collective fund trustee for the management of such collective fund.

(h) open-end and closed-end private and registered investment companies, including those for which the Subordinate Trustee or an affiliate provides services for a fee, regardless of the purposes for which such fund or funds were created, and any partnership, limited or unlimited, joint venture and other forms of joint enterprise created for any lawful purpose, including funds or other entities owned, operated or maintained by, or otherwise affiliated with, the Subordinate Trustee in its corporate or association capacity or a corporation or association affiliated with the same;

(i) individual or group insurance policies and contracts including, but not limited to, life insurance, annuity (fixed or variable) and investment policies and contracts;

(j) purchase, enter, sell, hold, and generally deal in any manner in and with financial futures contracts, forward placement contracts, standby contracts, swaps or any other property and in connection with such contracts, depositing holding or directing a custodian or an affiliate of the Subordinate Trustee, in its individual capacity to deposit or hold or pledge assets of the Fund; to write, issue, purchase, sell, exercise, permit to expire, permit to be held in escrow, and otherwise to acquire, dispose of, hold and generally deal in any manner with and in all forms of covered or uncovered options in any combination;

(k) purchase, sell and retain The Bank of New York Mellon Corporation stock; and

(l) to sell short any domestic or foreign security.

5.3 In furtherance and not in limitation of the foregoing, the Subordinate Trustee shall have and may exercise the power, authority and discretion at all time to retain, purchase and invest in any securities, instruments or other investments reasonably determined by the Subordinate Trustee in its sole discretion to be appropriate to achieve the investment objective and/or policies delivered by the Trustee, as amended from time to time. Notwithstanding anything else in this Agreement to the contrary, including, without limitation, any specific or general power granted to the Subordinate Trustee, including the power to invest in real property, no portion of the Fund shall be invested in real estate other than through investment in publicly traded securities issued by real estate investment trusts. For this purpose, "real estate" includes, but is not limited to, real property, leaseholds or mineral interests.

5.4 The Subordinate Trustee may, in its discretion, hold cash uninvested pending distribution or investment and otherwise keep such portion of the Fund in cash or cash balances as deemed advisable from time to time, and shall keep such portion of the Fund in cash or cash balances as may be specified from time to time in a written request of the Trustee or Company to meet contemplated payments from the Fund. Such deposits may be with the Subordinate Trustee or its affiliate. The Subordinate Trustee shall not be liable for any interest on any cash so maintained. The Company acknowledges that, as part of the Subordinate Trustee's compensation, the Subordinate Trustee will earn interest on balances, including disbursement balances and balances arising from purchase and sale transactions.

5.5 Notwithstanding any other provision in this Agreement, the Subordinated Trustee shall not engage in any act of self-dealing as defined by Section 468A of the Code.



5.6 Notwithstanding any other provision in the Agreement, the Subordinate Trustee shall be responsible for compliance with Sections 4.2, 4.3 and 4.4 of the Master Terms of the Trust Agreement listed in item 1 of Schedule I to this Agreement, or Sections 3.03 and 5.04 of the Master Terms of the Trust Agreements listed in items 2 and 3 of Schedule I to this Agreement, as and to the extent that such provisions apply to the assets held by the Subordinate Trustee under this Agreement. With respect to Section 4.2(b)(vii) of the Master Terms of the Trust Agreement listed in item 1 of Schedule I to this Agreement, it is understood that the terms and conditions of the trust document establishing any collective fund shall solely govern the investment duties, responsibilities and powers of the trustee of such collective fund.

## SECTION 6

6.1 The Subordinate Trustee is authorized and empowered, in addition to powers granted under the Probate, Estates and Fiduciaries Code of the Commonwealth of Pennsylvania, as amended, which statute, to the extent of its granting of powers applicable to trusts of a similar nature to this Trust, is incorporated herein by reference:

- (a) subject to Section 5, to purchase, subscribe for or otherwise acquire any forms of property from any source;
- (b) to vote in person or by proxy any stocks, bonds or other securities held in the Fund, without any obligation to inquire as to or follow the wishes of the Trustee or Company with respect to the voting of any such stocks, bonds or securities;
- (c) to exercise any rights appurtenant to any such stocks, bonds or other securities for the conversion thereof into other stocks, bonds or securities, or to exercise rights or options to subscribe for or purchase additional stocks, bonds or other securities, and to make any and all necessary payments with respect to any such conversion or exercise, or to write covered call option contracts on any such stocks, bonds or other securities, or to engage in any transaction in other forms of options which are directly related to a covered call option contract which the Fund has outstanding;
- (d) to join in, dissent from or oppose the reorganization, recapitalization, consolidation, sale or merger of corporations or properties of which the Fund may hold stocks, bonds or other securities or in which it may be interested, upon such terms and conditions as deemed wise, to pay any expenses, assessments or subscriptions in connection therewith, and to accept any securities or property, whether or not trustees would be authorized to invest in such securities or property, which may be issued upon any such reorganization, recapitalization, consolidation, sale or merger and thereafter to hold the same, without any duty to sell;
- (e) to make, execute, acknowledge and deliver any and all assignments, documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;
- (f) to cause any investment, either in whole or in part, in the Fund to be registered in, or transferred into, the Subordinate Trustee's name or the names of a nominee or nominees, including but not limited to that of the Subordinate Trustee, a clearing corporation, or a depository, or in book entry form, or to retain any such investment unregistered or in a form permitting transfer by delivery, provided that the books and records of the

Subordinate Trustee shall at all times show that such investments are a part of the Fund; and to cause any such investment, or the evidence thereof, to be held in any jurisdiction by the Subordinate Trustee, in a depository, in a clearing corporation, in book entry form, or by any other entity or in any other manner permitted by law; provided that the Subordinate Trustee shall not be responsible for any losses resulting from the deposit or maintenance of securities or other property (in accordance with market practice, custom, or regulation) with any recognized foreign or domestic clearing facility, book-entry system, centralized custodial depository, or similar organization;

(g) to defend against or participate in any legal actions involving the Fund or the Subordinate Trustee in the manner and to the extent it deems advisable, the costs of any such defense or participation to be borne by the Fund, as provided for below;

(h) to extend the time of payment of any obligation;

(i) to grant such terms of credit as the Subordinate Trustee shall see fit, with or without security, upon the occasion of making any sale or disposition of any asset contained in the Fund and/or to give and receive money in order to effect equality in price upon the occasion of making any exchange;

(j) to make distributions to the Trustee, payable in cash, property or any combination of cash and property as determined by the Subordinate Trustee, out of the Fund;

(k) to convert any monies into any currency through foreign exchange transactions (which may be effected with the Subordinate Trustee or any affiliate of the Subordinate Trustee);

(l) to designate the broker or brokers through which securities transactions will be made (which may be affiliates of the Subordinate Trustee);

(m) to employ and enter into contracts with consultants, depositories, investment advisers, counsel, custodians (including foreign subcustodians) or other agents, for any of the above or other purposes, any of which may be an affiliate, and to determine the reasonable sums which shall be paid for such services and to make payment of the same out of the Fund;

(n) to generally take either alone or in association with others any and all action, whether or not expressly authorized, which the Subordinate Trustee may deem necessary or desirable for the protection of the Fund or otherwise incidental to or in support of the investment activities of the Fund or in support of the business purposes or powers of the Subordinate Trustee;

(o) to undertake cross-trading with other investment funds, accounts or portfolios maintained, trustee, or managed by Subordinate Trustee or an affiliate. The Company agrees this authorization is in accordance with and does not or will not contradict any provision of the Trust Agreement or investment guidelines;

(p) to take all action necessary to settle authorized transactions, including exercising the power to borrow or raise monies from any lender, which may be the Subordinate Trustee in its corporate capacity or any affiliate or agent of the Subordinate Trustee, upon such terms and conditions as are necessary to settle security purchases, foreign exchange or

contracts for foreign exchange and to secure the indebtedness by pledging all or any part of the Fund;

(q) to the extent the Subordinate Trustee advances monies to the Fund for disbursements or to effect the settlement of purchase transactions, the Subordinate Trustee shall be entitled to collect from the Fund an amount equal to what would have been earned on the sums advanced (an amount approximating the U.S. Federal Reserve Bank's "federal funds" interest rate); and

(r) to take any and all actions necessary to settle transactions in futures and options, short-selling programs, foreign exchange or foreign exchange contracts, swaps and other derivative instruments

## SECTION 7

7.1 In accordance with Subordinate Trustee's fee schedule Subordinate Trustee shall be entitled to incur and pay out of the Fund, either on a current basis or subject to amortization over such period as the Subordinate Trustee may reasonably determine to be appropriate the compensation and fees of the Subordinate Trustee, any charges, taxes and expenses which in the opinion of the Subordinate Trustee are necessary or incidental to, or in support of, the carrying out of any of the purposes of this Agreement including, without limitation, the costs and expenses incurred in connection with the establishment of the Fund and the compensation, disbursements and fees for any consultants, depositories, investment advisers, counsel, accountants, custodians (including foreign subcustodians) and other independent contractors or agents. Such fee schedule as it may be amended from time to time, shall be communicated to the Trustee and the Company in writing. The fee schedule is attached as Exhibit B, and is incorporated by reference into this Agreement, and shall be part of this Agreement.

7.2 The Subordinate Trustee shall notify the Trustee and Company upon receipt of notice with regard to any proposed tax deficiencies or any tax assessments which it receives on any income or property in the Fund and, unless notified to the contrary by the Company within thirty (30) days, shall pay any such assessments out of the Fund. If the Company notifies the Subordinate Trustee within said period that, in its opinion or the opinion of counsel, such assessments are invalid or that they should be contested, then the Subordinate Trustee shall take whatever action is indicated in the notice received from the Company or counsel, including contesting the assessment or litigating any claims.

## SECTION 8

8.1 Subordinate Trustee shall keep accurate and detailed accounts of all investments, receipts and disbursements and other transactions hereunder. All accounts, books and records relating thereto shall be open at reasonable times during regular business hours to inspection and audit by any person designated by the Company at the Company's expense and after prior written notice to the Subordinate Trustee. Subordinate Trustee shall provide the following periodic reports with respect to the Fund: (i) monthly performance reports; and (ii) monthly statements for investments in collective funds, if any. The reports described in (i) and (ii) above shall be provided on a client home page on the mcm.com Web site.

8.2 Within one hundred twenty (120) days following the close of each fiscal year of the Fund, or following the close of such other period as may be agreed upon between the Subordinate Trustee and the Company, and within one hundred twenty (120) days, or such other agreed upon period, unless such period be waived, after the removal or resignation of the Subordinate Trustee as provided for in this Agreement, the Subordinate Trustee shall file with the custodian acting on behalf of the Trustee a written report setting forth all investments, receipts and disbursements, and other transactions effected during such fiscal year or other annual period or during the period from the close of the preceding fiscal year or other preceding period to the date of such removal or resignation, including a description of all securities and investment purchases and sales with the cost or net proceeds of such purchases and sales and showing all cash, securities and other property held at the close of such fiscal year or other period, valued currently, and such other information as may be required of the Subordinate Trustee under any applicable law.

8.3 Upon the expiration of sixty (60) days from the date of filing any such annual or other account statement, the Subordinate Trustee shall, to the extent permitted by law, be forever released and discharged from any liability or accountability to anyone as respects the propriety of all matters and transactions shown or reflected therein and as to all persons (whether in being or under disability or not) who have been, then are or may thereafter be entitled to share in the Fund; and to the extent not so released and discharged, the Company shall indemnify and save harmless the Subordinate Trustee from any liability on account of any clerical miscalculations or other inaccuracies of a similar nature which can be ascertained from a review of such statement, except as to those matters to which the Company files written objections with the Subordinate Trustee within such sixty (60) day period.

8.4 The Subordinate Trustee shall determine the fair market value of the Fund on a monthly basis and at such other times as it may in its discretion elect. The Subordinate Trustee may appoint one or more persons to assist it in the determination of the value of securities, instruments and other property and to make the actual calculations pursuant to its direction. Any determination hereunder shall be binding upon all parties concerned.

8.5 All records and accounts maintained by the Subordinate Trustee with respect to the Fund shall be preserved for such period as may be required under any applicable law. Upon the expiration of any such required retention period, the Subordinate Trustee shall have the right to destroy such records and accounts after first notifying the Company in writing of its intention and transferring to the Trustee or the Company any such records and accounts requested by the Company. The Subordinate Trustee shall have the right to preserve all records and accounts in original form, or on microfilm, magnetic tape, or any other similar process.

## SECTION 9

9.1 The Subordinate Trustee acknowledges that it assumes the fiduciary duties established by this Agreement.

9.2 The Subordinate Trustee shall not, however, be liable for any loss to or diminution of the Fund except to the extent that any such loss or diminution results from action or inaction on the part of the Subordinate Trustee which is judicially determined to be a breach of its fiduciary duties.

9.3 The Subordinate Trustee shall not be responsible or liable for any losses to the Fund resulting from nationalization, expropriation, devaluation, seizure, or similar action by any

governmental authority, de facto or de jure; or enactment, promulgation, imposition or enforcement by any such governmental authority of currency restrictions, exchange controls, levies or other charges affecting the securities and other property; or acts of war, terrorism, insurrection or revolution; or acts of God; or any other similar event beyond the control of the Subordinate Trustee or its agents. This Section shall survive the termination of this Agreement.

9.4 Neither Subordinate Trustee nor any of its directors, officers or employees (collectively, the "Covered Parties") shall be held liable for, and Company shall indemnify Covered Parties against, any and all expenses, losses, damages, liabilities, excise taxes, demands, charges, and claims of any kind or nature whatsoever (including, without limitation, attorneys' fees and expenses) the Covered Parties may incur as a result of or relating to (i) any investment decision or other action taken or omitted by subordinate Trustee in good faith exercise of its powers hereunder or otherwise related to this Agreement, excepting matters as to which Subordinate Trustee shall be finally adjudged to have been guilty of willful misconduct or gross negligence, or (ii) any breach by Company or Trustee of any provision of this Agreement, including, but not limited to, Company's and Trustee's representations and warranties hereunder. This indemnification shall survive the termination of this Agreement.

## SECTION 10

10.1 Pursuant to the direction of the Company, Subordinate Trustee may be removed by the Trustee, upon written notice to the Subordinate Trustee to that effect. The Subordinate Trustee may resign as Subordinate Trustee hereunder, upon written notice to that effect delivered to the Trustee.

10.2 Such removal or resignation shall become effective as of the last day of the month which coincides with or next follows the expiration of sixty (60) days from the date of the delivery of such written notice, unless an earlier or later date is agreed upon by the Trustee and the Subordinate Trustee.

10.3 Upon resignation or removal of the Subordinate Trustee in accordance with this Section 10, the Fund shall terminate and the assets of the Fund, less such taxes, assessments and charges including expenses and compensation of the Subordinate Trustee (and its agents or independent contractors) as may be properly assessed upon the assets in the hands of the Subordinate Trustee, shall be transferred and conveyed to the Trustee or as the Trustee may direct in writing. Upon receipt thereof by the Trustee or its agent, the Subordinate Trustee shall have no further responsibility or liability thereunder. The Trustee may not assign or otherwise dispose of its interest in the Fund.

10.4 In the event of the removal or resignation of the Subordinate Trustee hereunder, the Subordinate Trustee shall file with the Trustee a statement and report of its accounts and proceedings covering the period from its last annual statement and report, and its liability and accountability to anyone with respect to the propriety of its acts and transactions shown in such written statement and report shall be governed by the terms of this Agreement.

10.5 In the event that the Trustee of the Trust resigns or is removed by the Company, the Subordinated Trustee shall be notified in writing by the Company as to the appointment of a successor Trustee. As of the date of written acceptance by the successor Trustee of such appointment and agreement to the terms of this Agreement, such successor Trustee shall be vested with all the rights, powers, duties, privileges and immunities as successor Trustee

hereunder as if originally designated as Trustee in this Agreement, and shall act under the terms of this Agreement.

## SECTION 11

11.1 Any action by the Trustee pursuant to this Agreement shall be evidenced or empowered in a written manner acceptable to the Subordinate Trustee in its sole discretion, and the Subordinate Trustee shall be fully protected in acting in accordance with such writing.

11.2 Any action by any person or entity duly empowered to act on behalf of the Company or the Trustee with respect to any right, power or duty specified in this Agreement shall be in writing, signed by such person or by the person designated by such entity and the Subordinate Trustee shall act and shall be fully protected in acting in accordance with such writing.

11.3 The Company shall furnish the Subordinate Trustee from time to time with certified copies of resolutions evidencing the appointment, identity and termination of office of any persons acting as or constituting the members of any entity acting on behalf of the Company with respect to any right, power or duty specified in this Agreement. The Trustee shall furnish the Subordinate Trustee from time to time with a secretary certification evidencing the identity of any persons acting on behalf of the Trustee with respect to any right, power or duty specified in this Agreement.

## SECTION 12

12.1 The Trustee reserves the right at any time and from time to time by appropriate action acceptable to the Subordinate Trustee:

(a) to modify or amend in whole or in part any or all of the provisions of this Agreement upon sixty (60) days' prior notice in writing to the Subordinate Trustee; provided, however, that no modification or amendment which affects the rights, duties or responsibilities of the Subordinate Trustee may be made without the Subordinate Trustee's consent, or

(b) to terminate this Agreement upon sixty (60) days' prior notice in writing delivered to the Subordinate Trustee.

12.2 Upon termination of this Agreement pursuant to Section 12.1(b) above, the Subordinate Trustee shall distribute all cash, securities and other property then constituting the Fund, less any amounts constituting charges and expenses payable from the Fund, on the date or dates specified by the Trustee to the Trustee or its designated agent. The Company assumes all liability of any kind whatsoever arising from any distribution made by the Subordinate Trustee at the direction of the Trustee as a result of the termination of this Agreement and shall indemnify and save the Subordinate Trustee harmless from any attempt to impose any liability on the Subordinate Trustee with respect to any such distribution.

12.3 The Subordinate Trustee reserves the right to retain such property as is not, in the sole discretion of the Subordinate Trustee, suitable for distribution at the time of termination of this

Agreement and shall hold such property as custodian for those persons or other entities entitled to such property until distribution. The Subordinate Trustee's duties and obligations with respect to any property held in accordance with the above shall be purely custodial in nature and the Subordinate Trustee shall only be obligated to see to the safekeeping of such property prior to its distribution. Upon complete distribution of all property constituting the Fund, this Agreement shall be deemed terminated.

### SECTION 13

13.1 Any corporation into which the Subordinate Trustee may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Subordinate Trustee is a party, or any corporation succeeding to the trust business of the Subordinate Trustee, shall become the successor of the Subordinate Trustee hereunder, without the execution or filing of any instrument or the performance of any further act on the part of the parties hereto.

### SECTION 14

14.1 The Subordinate Trustee accepts the Trust created hereunder and agrees to be bound by all the terms of this Agreement.

14.2 This Agreement shall be construed and enforced, to the extent possible, according to the laws of the Commonwealth of Pennsylvania, and all provisions hereof shall be administered according to the laws of said Commonwealth and any federal laws, regulations or rules that may from time to time be applicable.

14.3 To the extent permitted by law, only the Subordinate Trustee and the Trustee shall be necessary parties in any application to the courts for an interpretation of this Agreement or for an accounting by the Subordinate Trustee.

### SECTION 15

15.1 The Subordinate Trustee will have no obligation to advise, initiate or take any other action on behalf of the Company, the Trust or the Trustee in any legal proceedings (including, without limitation, class actions and bankruptcies) relating to the securities comprising the Fund or any other matter. The Subordinate Trustee will not file proofs of claims relating to the securities comprising the Fund or any other matter and will not notify the Company, the Trust, the Trustee or the custodian of the Fund of class action settlements or bankruptcies relating to the Fund.

15.2 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and said counterparts shall constitute but one and the same instrument and may be sufficiently evidenced by any one counterpart.

15.3 The Subordinate Trustee shall at all times be entitled to withhold or make payments from the assets or income of the Fund to any governmental authority with respect to any foreign,

federal, state, or local tax liability of the Fund or the Trustee arising out of its interest in the Fund or in any securities or other assets in which the Fund may invest either directly or through a common trust fund.

15.4 The Trustee represents to the Subordinate Trustee that (a) it is the authorized representative of the Trust, and that it has the authority to enter into and perform its obligations under this Agreement including the authority to appoint Subordinate Trustee as a trustee for the assets of the Trust; (b) the execution and delivery of this Agreement does not violate any provision of the laws or regulations applicable to the Trustee or any governing documents pursuant to which the Trustee is established; (c) Trust participants have no authority to direct the services to be provided by Subordinate Trustee, including the use of any collective fund; and (d) upon acceptance by the Subordinate Trustee, this Agreement shall be valid and binding upon the Trustee and the Trust. The Company have received and read the "Customer Identification Program Notice," a copy of which is attached to this Agreement as Exhibit C.

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

The Northern Trust Company, as TRUSTEE of the Trust

By: [Signature]  
Name: Sherry Cocco  
Title: Senior Vice President

THE BANK OF NEW YORK MELLON, as SUBORDINATE TRUSTEE

By: [Signature]  
Name: Janet Lee  
Title: Vice President



Company:

**PEACH BOTTOM 1 NQF, LLC**

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

**BRAIDWOOD 1 NQF, LLC**

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

**PEACH BOTTOM 2 NQF, LLC**

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

**BRAIDWOOD 2 NQF, LLC**

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

**PEACH BOTTOM 3 NQF, LLC**

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

**BYRON 1 NQF, LLC**

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

**SALEM 1 NQF, LLC**

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

**BYRON 2 NQF, LLC**

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

**SALEM 2 NQF, LLC**

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**DRESDEN 1 NQF, LLC**

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Name: Kevin D. Stepanuk  
Title: Assistant Secretary

**LIMERICK 1 NQF, LLC**

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Title: Assistant Secretary

**DRESDEN 3 NQF, LLC**

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

**CLINTON NQF, LLC**

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

**LASALLE 1 NQF, LLC**

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

**OYSTER CREEK NQF, LLC**

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

**LASALLE 2 NQF, LLC**

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

**QUAD CITIES 1 NQF, LLC**

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

**TMI NQF, LLC**

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

**QUAD CITIES 2 NQF, LLC**

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

**ZION 1 NQF, LLC**

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

**ZION 2 NQF, LLC**

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

**Schedule I**  
**Nuclear Decommissioning Trusts**

1. Amended and Restated Non-Tax Qualified Nuclear Decommissioning Master Trust Agreement among Exelon Generation Company, LLC; Commonwealth Edison Company; the NQF Companies identified therein; and The Northern Trust Company, as trustee

For the following units:

- Braidwood Unit 1
- Braidwood Unit 2
- Byron Unit 1
- Byron Unit 2
- Dresden Unit 1
- Dresden Unit 2
- Dresden Unit 3
- LaSalle Unit 1
- LaSalle Unit 2
- Quad Cities Unit 1
- Quad Cities Unit 2
- Zion Unit 1
- Zion Unit 2

2. Amended and Restated Nonqualified Nuclear Decommissioning Master Trust Agreement among Exelon Generation Company, LLC; the NQF Companies identified therein; and The Northern Trust Company, as trustee

For the following units:

- Peach Bottom Unit 1
- Peach Bottom Unit 2
- Peach Bottom Unit 3
- Salem Unit 1
- Salem Unit 2
- Limerick Unit 1
- Limerick Unit 2

3. Amended and Restated Nonqualified Nuclear Decommissioning Master Trust Agreement among Exelon Generation Company, LLC (successor to AmerGen Energy Company, LLC); the NQF Companies identified therein; and The Northern Trust Company, as trustee

For the following units:

- Clinton Nuclear Power Plant
- Oyster Creek Nuclear Generating Station
- Three Mile Island Unit One

**Exhibit A1**  
**Investment Objective**  
**Exelon Generation Company, LLC**

**DT DV International Stock Index Fund**

The investment objective of the international equity accounts is to track the performance of the MSCI EAFE® Index. Subordinate Trustee may invest the assets of the accounts in securities and instruments, the DT DV International Stock Index Fund (the "International Fund"), and a combination of other collective funds, including but not limited to, the DF Temporary Investment Fund of The Bank of New York Mellon Decommissioning Collective Trust Investment Fund Plan in meeting the objective. Within the International Fund, financial futures and foreign currency forward contracts may be used from time to time.

Company acknowledges that it has received a copy of The Bank of New York Mellon Decommissioning Collective Trust Investment Fund Plan including the Schedule A for the International Fund, the DF Temporary Investment Fund, and all other collective funds in which the International Fund may invest.

Please note that, at the time of your investment in the International Fund there is at least one participant that holds 10% or more of the Fund's 10/31/2012 net asset value.

**Exhibit A2**  
**Investment Objective**  
**Exelon Generation Company, LLC**

**DT DV Broad Market Stock Index Fund**

The investment objective of the equity accounts is to track the performance of the Russell 3000<sup>®</sup> Index. Subordinate Trustee may invest the assets of the accounts in securities and instruments, the DT Broad Market Stock Index Fund (the "Broad Market Fund") and a combination of other collective funds, including but not limited to, the DF Temporary Investment Fund of The Bank of New York Mellon Decommissioning Collective Trust Investment Fund Plan in meeting the objective. Within the Broad Market Fund, financial futures may be used from time to time.

Company acknowledges that it has received a copy of The Bank of New York Mellon Decommissioning Collective Trust Investment Fund Plan including the Schedule A for the Broad Market Fund, the DF Temporary Investment Fund, and all other collective funds in which the Broad Market Fund may invest.

Please note that, at the time of your investment in the Broad Market Fund there is at least one participant that holds 10% or more of the Fund's 10/31/2012 net asset value.

**Exhibit B  
Fee Schedule  
Exelon Corporation**

***Asset Based Fee***

**Total Fee Schedule**

First \$100,000,000	0.15% (fifteen basis points)
Next \$150,000,000	0.07% (seven basis points)
Next \$100,000,000	0.05% (five basis points)
Balance over \$350,000,000	0.02% (two basis points)

The above fee will be billed quarterly in arrears based on the average month end market value of the Accounts at the end of each calendar quarter as determined by the Subordinate Trustee. The fee shall be determined by calculating an aggregated management fee of all accounts, and applying the combined market value to the above schedule ("Total Fee").

For each Account a "Notional Fee" shall be computed on the basis of the average month end market value of assets as determined by the Subordinate Trustee on the last business day of each calendar quarter, in accordance with the annualized Notional Fee Schedules for each of the Funds set forth below. The sum of the fees for all accounts calculated in this manner is the "Total Notional Fee". The fee for each individual account will be computed by allocating a pro-rata portion of the Total Fee, calculated based on each Account's notional Fee as a percentage of the Total Notional Fee.

In addition to the Total Fee, a supplementary fee of 0.01% (one basis point) will be assessed on all assets invested in the International Fund. This fee will be applied to the average month end market value of assets invested in the International Fund as determined on the last business day of each month of the calendar quarter.

There is no minimum annual fee. In addition, a custody fee may be applied against and paid from the collective funds as specified in such Schedule A(s) and the Sponsor hereby expressly agrees to such custody fees. The annual custody fee for the International Fund is currently 0.03%. The Broad Market Fund does not currently have a custody fee.

<b>Notional Fee</b>	<b>DT DV International Stock Index Fund</b>
First \$100,000,000	0.20% (twenty basis points)
Next \$100,000,000	0.15% (fifteen basis points)
Balance over \$200,000,000	0.07% (seven basis points)
<b>Notional Fee</b>	<b>DT DV Broad Market Stock Index Fund</b>
First \$50,000,000	0.12% (twelve basis points)
Next \$50,000,000	0.07% (seven basis points)
Next \$100,000,000	0.05% (five basis points)
Balance over \$200,000,000	0.03% (three basis points)

## **Exhibit C**

### **CUSTOMER IDENTIFICATION PROGRAM NOTICE**

#### **IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT**

To help the government fight the funding of terrorism and money laundering activities, all financial institutions are required by law to obtain, verify and record information that identifies each individual or entity that opens an account.

What this means for you: When you open an account, we will ask you for your name, address, taxpayer or other government identification number and other information, such as date of birth for individuals, that will allow us to identify you. We may also ask to see identification documents such as a driver's license, passport or documents showing existence of the entity.