

UNOFFICIAL COPY

EXECUTED IN TWO COUNTERPARTS

No. 43

BOX 76

BOX 76

86064792

Supplemental Indenture

DATED FEBRUARY 13, 1986

COMMONWEALTH EDISON COMPANY

TO

CONTINENTAL ILLINOIS NATIONAL BANK

AND TRUST COMPANY OF CHICAGO

AND

DONALD W. ALFVIN

RECORDED IN COOK COUNTY, ILL.
ON DEC. 18, 1923 AS DOC. NO. 8223555
IN BOOK 19422 PAGE 268

TRUSTEES UNDER MORTGAGE DATED JULY 1, 1923 AND CERTAIN

INDENTURES SUPPLEMENTAL THERETO

PROVIDING FOR ISSUANCE OF

FIRST MORTGAGE 10% BONDS, SERIES 56

DUE FEBRUARY 15, 2016

86064792

BOX 76

BOX 76

This instrument prepared by V. E. RAMEY P. O. Box 207,
(NAME)
Chicago, Illinois 60690, on behalf of Commonwealth Edison Company

UNOFFICIAL COPY

THIS SUPPLEMENTAL INDENTURE, dated February 13, 1986, between COMMONWEALTH EDISON COMPANY, a corporation organized and existing under the laws of the State of Illinois (hereinafter called the "Company"), party of the first part, and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association organized and existing under the laws of the United States of America and DONALD W. ALFVIN, of Chicago, Illinois, as Trustee and Co-Trustee, respectively, under the Mortgage of the Company dated July 1, 1923, as amended and supplemented by Supplemental Indentures dated, respectively, August 1, 1944, August 1, 1946, April 1, 1953, June 1, 1956, March 1, 1957, March 1, 1958, March 1, 1960, April 1, 1966, November 1, 1966, December 1, 1966, March 31, 1967, April 1, 1967, February 1, 1968, July 1, 1968, October 1, 1968, February 28, 1969, May 29, 1970, January 1, 1971, June 1, 1971, July 27, 1971, May 31, 1972, June 1, 1973, June 15, 1973, October 15, 1973, May 31, 1974, July 1, 1974, March 1, 1975, June 13, 1975, November 15, 1975, May 28, 1976, January 15, 1977, June 1, 1977, June 3, 1977, December 1, 1977, May 17, 1978, August 31, 1978, October 15, 1978, June 18, 1979, June 15, 1980, June 20, 1980, January 15, 1981, April 16, 1981, May 15, 1981, November 1, 1981, March 10, 1982, April 30, 1982, August 15, 1982, December 15, 1982, April 15, 1983, May 15, 1983, November 15, 1983, April 13, 1984, July 15, 1984, March 1, 1985, April 15, 1985 and August 23, 1985, parties of the second part (said Trustee being hereinafter called the "Trustee", the Trustee and said Co-Trustee being hereinafter together called the "Trustees", and said Mortgage dated July 1, 1923, as amended and supplemented by said Supplemental Indenture dated August 1, 1944, being hereinafter called the "Mortgage")

WITNESSETH:

WHEREAS, the Mortgage provides for the issuance from time to time thereunder, in series, of bonds of the Company for the purposes and subject to the limitations therein specified; and

WHEREAS, the Company desires, by this Supplemental Indenture, to create an additional series of bonds to be issuable under the Mortgage, such bonds to be designated "First Mortgage 10 1/2% Bonds, Series 56" (hereinafter called the "bonds of Series 56") and the terms and provisions to be contained in the bonds of Series 56 or to be otherwise applicable thereto to be as set forth in this Supplemental Indenture; and

86064792

dorsed thereon shall be substantially in the forms hereinbefore recited, respectively. The bonds of Series 56 shall be dated as provided in Section 3.01 of the Mortgage, as amended by Supplemental Indenture dated April 1, 1967. All bonds of Series 56 shall mature February 15, 2016, and shall bear interest at the rate of 10½% per annum until the principal thereof shall be paid. Such interest shall be payable semi-annually on the fifteenth day of February and the fifteenth day of August in each year, commencing August 15, 1986. February 1 and August 1 in each year are hereby established as record dates for the payment of interest payable on the next succeeding interest payment dates, respectively. The interest on each bond of Series 56 so payable on any interest payment date shall, subject to the exceptions provided in Section 3.01 of the Mortgage, as amended by said Supplemental Indenture dated April 1, 1967, be paid to the person in whose name such bond is registered at the close of business on the February 1 or August 1, as the case may be, next preceding such interest payment date.

SECTION 3. *Execution of Bonds of Series 56.* The bonds of Series 56 shall be executed on behalf of the Company by its President or one of its Vice-Presidents, manually or by facsimile signature, and shall have its corporate seal affixed thereto or a facsimile of such seal imprinted thereon, attested by its Secretary or one of its Assistant Secretaries, manually or by facsimile signature, all as may be provided by resolution of the Board of Directors of the Company. In case any officer or officers whose signature, manual or facsimile, shall appear upon any bond of Series 56 shall cease to be such officer or officers before such bond shall have been actually authenticated and delivered, such bond nevertheless may be issued, authenticated and delivered with the same force and effect as though the person or persons whose signature or signatures, manual or facsimile, appear thereon had not ceased to be such officer or officers of the Company.

SECTION 4. *Medium and Places of Payment of Principal of and Interest on Bonds of Series 56; Transferability and Exchangeability.* Both the principal of and the interest on the bonds of Series 56 shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and both such principal and interest shall be payable at the office or agency of the Company in the City of Chicago, State of Illinois, or, at the option

of the registered owner, at the office or agency of the Company in the Borough of Manhattan, The City of New York, State of New York, and such bonds shall be transferable and exchangeable, in the manner provided in Sections 3.09 and 3.10 of the Mortgage, at said office or agency. No charge shall be made by the Company to the registered owner of any bond of Series 56 for the transfer of such bond or for the exchange thereof for bonds of other authorized denominations, except, in the case of transfer, a charge sufficient to reimburse the Company for any stamp or other tax or governmental charge required to be paid by the Company or the Trustee.

SECTION 5. Denominations and Numbering of Bonds of Series 56. The bonds of Series 56 shall be issued in the denomination of \$1,000 and in such multiples of \$1,000 as shall from time to time hereafter be determined and authorized by the Board of Directors of the Company or by any officer or officers of the Company authorized to make such determination, the authorization of the denomination of any bond of Series 56 to be conclusively evidenced by the execution thereof on behalf of the Company. Bonds of Series 56 shall be numbered R-1 and consecutively upwards.

SECTION 6. Temporary Bonds of Series 56. Until definitive bonds of Series 56 are ready for delivery, there may be authenticated and issued in lieu of any thereof and subject to all of the provisions, limitations and conditions set forth in Section 3.11 of the Mortgage, temporary registered bonds without coupons of Series 56.

SECTION 7. Redemption of Bonds of Series 56. At the option of the Company, and upon the notice and in the manner provided in Section 5.03(a) or 5.03(b), whichever shall be applicable, of the Mortgage, and with the effect provided in said Section 5.03, the bonds of Series 56 may be redeemed by the Company as a whole at any time or in part from time to time prior to maturity thereof (subject, however, to the proviso including this Section 7), by the payment of amounts equal to the following percentages of the principal amount of the bonds to be redeemed, in each case plus accrued interest to the date of redemption:

86064792

IF REDEEMED DURING TWELVE MONTH PERIOD BEGINNING

<u>February 15</u>	<u>Per-centage</u>	<u>February 15</u>	<u>Per-centage</u>	<u>February 15</u>	<u>Per-centage</u>
1986 ...	110.00	1996 ...	105.00	2006 ...	100.00
1987 ...	109.50	1997 ...	104.50	2007 ...	100.00
1988 ...	109.00	1998 ...	104.00	2008 ...	100.00
1989 ...	108.50	1999 ...	103.50	2009 ...	100.00
1990 ...	108.00	2000 ...	103.00	2010 ...	100.00
1991 ...	107.50	2001 ...	102.50	2011 ...	100.00
1992 ...	107.00	2002 ...	102.00	2012 ...	100.00
1993 ...	106.50	2003 ...	101.50	2013 ...	100.00
1994 ...	106.00	2004 ...	101.00	2014 ...	100.00
1995 ...	105.50	2005 ...	100.50	2015 ...	100.00

provided, however, that prior to February 15, 1991, none of the bonds of Series 56 may be redeemed through refunding, directly or indirectly, by or in anticipation of the incurring of any debt which has an interest cost to the Company less than 10.65% per annum, the term "interest cost to the Company" meaning the annual percentage yield to stated maturity of the debt at the net price to the Company therefor, determined by reference to a standard table of bond yields, using straight-line interpolation if necessary ("net price to the Company" to be determined after allowing for all discounts, commissions, finder's or negotiator's fees, standby or commitment charges and any other compensation received or receivable directly from the Company by underwriters, investment bankers or other financing agents or purchasers).

SECTION 8. *Miscellaneous.* The terms and conditions of this Supplemental Indenture shall be deemed to be a part of the terms and conditions of the Mortgage for any and all purposes. The Mortgage, as supplemented by said indentures supplemental thereto dated subsequent to August 1, 1944 and referred to in the first paragraph of this Supplemental Indenture, and as further supplemented by this Supplemental Indenture, is in all respects hereby ratified and confirmed.

This Supplemental Indenture shall bind and, subject to the provisions of Article XIV of the Mortgage, inure to the benefit of the respective successors and assigns of the parties hereto.

00064792

Office

Although this Supplemental Indenture is dated February 13, 1986, it shall be effective only from and after the actual time of its execution and delivery by the Company and the Trustees on the date indicated by their respective acknowledgments hereto annexed.

This Supplemental Indenture may be simultaneously executed in any number of counterparts, and all such counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

Property of Cook County Clerk's Office

86061792

IN WITNESS WHEREOF, Commonwealth Edison Company has caused this Supplemental Indenture to be executed in its name by one of its Vice Presidents, and its seal to be hereunto affixed and attested by its Secretary, and Continental Illinois National Bank and Trust Company of Chicago, as Trustee under the Mortgage, has caused this Supplemental Indenture to be executed in its name by one of its Second Vice-Presidents, and its seal to be hereunto affixed and attested by one of its Trust Officers, and Donald W. Alvin, as Co-Trustee under the Mortgage, has hereunto affixed his signature and seal, all as of the day and year first above written.

COMMONWEALTH EDISON COMPANY

By *R. J. Schultz*
R. J. SCHULTZ
Vice President
(SEAL)

ATTEST: *Klaus H. Wisiol*
KLAUS H. WISIOL
Secretary

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO

By *Charles W. Yande Ven*
CHARLES W. YANDE VEN
Second Vice-President
(SEAL)

ATTEST: *G. M. Carroll*
G. M. CARROLL
Trust Officer

Donald W. Alvin
DONALD W. ALVIN
(SEAL)

85164792

Property of Cook County Clerk's Office

8

STATE OF ILLINOIS, }
COUNTY OF COOK. } ss.

I, LAURA A. D'AMBROSIO, a Notary Public in and for said County, in the State aforesaid, do hereby certify that R. J. SCHULTZ, a Vice President of Commonwealth Edison Company, an Illinois corporation, one of the parties described in and which executed the foregoing instrument, and KLAUS H. WISOL, Secretary of said corporation, who are both personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Secretary, respectively, and who are both personally known to me to be a Vice President and Secretary, respectively, of said corporation, appeared before me this day in person and severally acknowledged that they signed, sealed, executed and delivered said instrument as their free and voluntary act as such Vice President and Secretary, respectively, of said corporation, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

460161792

GIVEN under my hand and notarial seal this 13th day of February, A.D. 1986.

Laura A. D'Ambrosio
LAURA A. D'AMBROSIO
Notary Public

(SEAL)

My Commission expires June 11, 1989.

Property of Cook County Clerk's Office

STATE OF ILLINOIS, }
COUNTY OF COOK. } ss.

I, PAT FLOTKOWITZ, a Notary Public in and for said County, in the State aforesaid, do hereby certify that CHARLES W. VANDE VEN, a Second Vice-President of Continental Illinois National Bank and Trust Company of Chicago, a national banking association, one of the parties described in and which executed the foregoing instrument, and G. M. CARROLL, Trust Officer of said banking association, who are both personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Second Vice-President and Trust Officer, respectively, and who are both personally known to me to be a Second Vice-President and a Trust Officer, respectively, of said banking association, appeared before me this day in person and severally acknowledged that they signed, sealed, executed and delivered said instrument as their free and voluntary act as such Second Vice-President and Trust Officer, respectively, of said banking association, and as the free and voluntary act of said banking association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 13th day of February, A.D. 1986.

Pat Flotkowitz
PAT FLOTKOWITZ
Notary Public

(SEAL)

My Commission expires November 18, 1987.

86061792

PROPERTY OF COOK COUNTY CLERK'S OFFICE