

# UNOFFICIAL COPY

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EXECUTED IN 100 COUNTERPARTS  
No. 42

## Supplemental Indenture

Dated July 15, 1993

COMMONWEALTH EDISON COMPANY

TO

CONTINENTAL BANK, NATIONAL ASSOCIATION

AND

M. J. KRUGER

Trustees under Mortgage Dated July 1, 1923, and Certain  
Indentures Supplemental The eto

Providing for Issuance of

FIRST MORTGAGE 6-5/8% BONDS, SERIES 96  
DUE JULY 15, 2003

AND

FIRST MORTGAGE 7-3/4% BONDS, SERIES 97  
DUE JULY 15, 2023

DEPT-03 RECORDING \$41.00  
T#6660 TRAN 7752 07/22/93 14:55:00  
#9133 # 93-570697  
COOK COUNTY RECORDER

THIS INSTRUMENT PREPARED BY R. R. MIGELY, P. O.  
BOX 767, CHICAGO, IL 60690, ON BEHALF OF  
COMMONWEALTH EDISON COMPANY

BOX 76

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THIS SUPPLEMENTAL INDENTURE, dated July 15, 1993, 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 BANK, NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, and M. J. KRUGER, 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, 1952, 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, 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 20, 1980, April 16, 1981, April 30, 1982, April 15, 1983, April 13, 1984, March 1, 1985, April 15, 1985, April 15, 1986, May 1, 1986, August 15, 1986, January 12, 1987, June 30, 1989, February 15, 1990, June 15, 1990, June 1, 1991, October 1, 1991, October 15, 1991, February 1, 1992, May 15, 1992, July 15, 1992, September 15, 1992, October 1, 1992, February 1, 1993, March 1, 1993, April 1, 1993, April 15, 1993, June 15, 1993 and July 1, 1993, 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 and subsequent supplemental indentures, 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 additional series of bonds to be issuable under the Mortgage, such bonds to be designated "First Mortgage 6-5/8% Bonds, Series 96" (hereinafter called the "bonds of Series 96") and "First Mortgage 7-3/4% Bonds, Series 97" (hereinafter called the "bonds of Series 97") and the terms and provisions to be contained in the bonds of Series 96 and the bonds of Series 97 or to be otherwise applicable thereto to be as set forth in this Supplemental Indenture; and

WHEREAS, the bonds of Series 96 and the Trustee's certificate to be endorsed thereon and the bonds of Series 97 and the Trustee's certificate to be endorsed thereon shall be substantially in the form of the General Form of Registered Bond Without Coupons and the form of the General Form of Trustee's Certificate set forth in Section 3.05 of the Supplemental Indenture dated August 1, 1944, to the Mortgage with such appropriate insertions, omissions and variations in order to express the designation, date, maturity date, annual interest rate, record dates for, and dates of, payment of interest, denominations, terms of redemption and

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redemption prices, and other terms and characteristics authorized or permitted by the Mortgage or not inconsistent therewith; and

WHEREAS, the Company is legally empowered and has been duly authorized by the necessary corporate action and by orders of the Illinois Commerce Commission to make, execute and deliver this Supplemental Indenture, and to create, as additional series of bonds of the Company, the bonds of Series 96 and bonds of Series 97, and all acts and things whatsoever necessary to make this Supplemental Indenture, when executed and delivered by the Company and the Trustees, a valid, binding and legal instrument, and to make the bonds of Series 96 and bonds of Series 97, when authenticated by the Trustee and issued as in the Mortgage and in this Supplemental Indenture provided, the valid, binding and legal obligations of the Company, entitled in all respects to the security of the Mortgage, as amended and supplemented, have been done and performed;

NOW, THEREFORE, in consideration of the premises and of the sum of one dollar duly paid by the Trustees to the Company, and for other good and valuable considerations, the receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

**SECTION 1. *Designation and Issuance of Bonds of Series 96 and Bonds of Series 97.*** The bonds of Series 96 shall, as hereinbefore recited, be designated as the Company's "First Mortgage 6-5/8% Bonds, Series 96." The bonds of Series 97 shall, as hereinbefore recited, be designated as the Company's "First Mortgage 7-3/4% Bonds, Series 97." Subject to the provisions of the Mortgage, the bonds of Series 96 and bonds of Series 97 shall be issuable without limitation as to the aggregate principal amount thereof.

**SECTION 2. *Form, Date, Maturity Date, Interest Rate and Interest Payment Dates of Bonds of Series 96 and Bonds of Series 97.*** The definitive bonds of Series 96 and bonds of Series 97 shall be in engraved, lithographed or printed form and shall be registered bonds without coupons; and such bonds and the Trustee's certificate to be endorsed thereon shall be substantially in the form hereinbefore recited. The bonds of Series 96 and bonds of Series 97 shall be dated as provided in Section 3.01 of the Mortgage, as amended by Supplemental Indenture dated April 1, 1967. The bonds of Series 96 shall mature on July 15, 2003, and shall bear interest at the rate of 6-5/8% per annum until the principal thereof shall be paid. The bonds of Series 97 shall mature on July 15, 2023, and shall bear interest at the rate of 7-3/4% per annum until the principal thereof shall be paid. Such interest shall be payable semi-annually on July 15 and January 15 in each year, commencing January 15, 1994. July 1 and January 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 96 and each bond of Series 97 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 July 1 and January 1, as the case may be, next preceding such interest payment date.

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**SECTION 3. Execution of Bonds of Series 96 and Bonds of Series 97.** The bonds of Series 96 and bonds of Series 97 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 or signatures, manual or facsimile, shall appear upon any bond of Series 96 or any bond of Series 97 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 96 and Bonds of Series 97; Transferability and Exchangeability.** Both the principal of and interest on the bonds of Series 96 and bonds of Series 97 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 96 or any bond of Series 97 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 96 and Bonds of Series 97.** The bonds of Series 96 and bonds of Series 97 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 96 or any bond of Series 97 to be conclusively evidenced by the execution thereof on behalf of the Company. Bonds of Series 96 shall be numbered R-1 and consecutively upwards, and bonds of Series 97 shall be numbered R-1 and consecutively upwards.

**SECTION 6. Temporary Bonds of Series 96 and Bonds of Series 97.** Until definitive bonds of Series 96 or bonds of Series 97 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 bonds of Series 96 or bonds of Series 97.

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**SECTION 7. Redemption of Bonds of Series 97.** At the option of the Company, and in the manner provided in Sections 5.03(a) or 5.03(b) (except that the notice provisions relating to notice to registered owners of registered bonds set forth in such Sections 5.03(a) and 5.03(b) shall be inoperative with respect to the bonds of Series 97; notice of redemption to registered owners of the bonds of Series 97 shall be given as provided below), whichever is applicable, of the Mortgage, and with the effect provided in said Section 5.03, the bonds of Series 97 may be redeemed by the Company on or after July 15, 2003 as a whole or in part from time to time thereafter prior to maturity thereof, 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:

**IF BONDS OF SERIES 97 ARE REDEEMED DURING  
THE TWELVE MONTH PERIOD BEGINNING**

<u>July 15</u>	<u>Percentage</u>	<u>July 15</u>	<u>Percentage</u>
2003	103.765	2013	100.000
2004	103.279	2014	100.000
2005	103.012	2015	100.000
2006	102.636	2016	100.000
2007	102.259	2017	100.000
2008	101.883	2018	100.000
2009	101.506	2019	100.000
2010	101.130	2020	100.000
2011	100.753	2021	100.000
2012	100.377	2022	100.000

Notice of such redemption shall be given by mailing a copy of a redemption notice specifying the date of redemption, the bonds to be redeemed, the place of redemption, which shall be the office of the Trustee in the City of Chicago, State of Illinois, or the office of a designated agency of the Trustee, or both, and the applicable redemption price of the bonds to be redeemed, by first-class mail not less than forty (40) days nor more than sixty (60) days prior to the date fixed for such redemption to the registered owner of each bond of Series 97 to be redeemed at such owner's address shown on the registry books, provided, however, that failure to give such notice by mailing, or any defect therein, to the registered owner of any such bond of Series 97 shall not affect the validity of any proceedings for the redemption of any other bonds of Series 97.

**SECTION 8. Book-Entry Only System.** It is intended that the bonds of Series 96 and bonds of Series 97 be registered so as to participate in the securities depository system (the "DTC System") with The Depository Trust Company ("DTC"), as set forth herein. The bonds of Series 96 and bonds of Series 97 shall be initially issued in the form of a fully registered bond or bonds in the name of Cede & Co., or any successor thereto, as nominee for DTC. The Company and the Trustees are authorized to execute and deliver such letters to or agreements with DTC as shall be necessary to effectuate the DTC System, including the Letter

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of Representations from the Company and the Trustees to DTC relating to the bonds of Series 96 and bonds of Series 97 (the "Representation Letter"). In the event of any conflict between the terms of the Representation Letter and the Mortgage, the terms of the Mortgage shall control. DTC may exercise the rights of a bondholder only in accordance with the terms hereof applicable to the exercise of such rights.

With respect to bonds of Series 96 or bonds of Series 97 registered in the name of DTC or its nominee, the Company and the Trustees shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds such bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a "Depository Participant") or to any person on behalf of whom such a Depository Participant holds an interest in such bonds (each such person being herein referred to as an "Indirect Participant"). Without limiting the immediately preceding sentence, the Company and the Trustees shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, its nominee or any Depository Participant with respect to any ownership interest in the bonds of Series 96 or bonds of Series 97, (b) the delivery to any Depository Participant or any Indirect Participant or any other person, other than a registered owner of a bond of Series 96 or a bond of Series 97, of any notice with respect to the bonds of Series 96 or bonds of Series 97, including, in the case of bonds of Series 97, any notice of redemption, (c) the payment to any Depository Participant or Indirect Participant or any other person, other than a registered owner of a bond of Series 96 or a bond of Series 97, of any amount with respect to principal of, or interest on, the bonds of Series 96 or bonds of Series 97, or (d) any consent given by DTC as registered owner. So long as certificates for the bonds are not issued as hereinafter provided, the Company and the Trustees may treat DTC or any successor securities depository as, and deem DTC or any successor securities depository to be, the absolute owner of such bonds for all purposes whatsoever, including without limitation (i) the payment of principal and interest on such bonds, (ii) giving notice of matters (including, with respect to the bonds of Series 97, redemption) with respect to such bonds and (iii) registering transfers with respect to such bonds. While a bond is in the DTC System, no person other than DTC or its nominee shall receive a certificate with respect to such bond.

In the event that (a) the Trustees determine that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (b) the Representation Letter shall be terminated for any reason or (c) the Company determines that the beneficial owners of the bonds of Series 96, the bonds of Series 97 or both should be able to obtain certificated bonds, the bonds so affected shall no longer be restricted to being registered in the name of DTC or its nominee. At that time, the Company may determine that the bonds so affected shall be registered in the name of and deposited with a successor depository operating a securities depository system, as may be acceptable to the Company, or such depository's agent or designee, and if the Company does not select such an alternative securities depository system then the bonds so affected may be registered in whatever name or names registered owners of bonds so affected transferring or exchanging such bonds shall designate, in accordance with the provisions hereof.

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Notwithstanding any other provision of the Mortgage to the contrary, so long as any bond of Series 96 or any bond of Series 97 is registered in the name of DTC or its nominee, all payments with respect to principal of and interest on such bond and all notices with respect to such bond shall be made and given, respectively, in the manner provided in the Representation Letter.

**SECTION 9. 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.

Although this Supplemental Indenture is dated July 15, 1993, 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.

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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 Bank, National Association, as Trustee under the Mortgage, 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 one of its Trust Officers, and M. J. Kruger, 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

*J. C. Rukovski*  
J. C. Rukovski  
Vice President

(SEAL)  
ATTEST:

*David A. Scholz*  
David A. Scholz  
Secretary

## CONTINENTAL BANK, NATIONAL ASSOCIATION

By

*Alice K. Greenhouse*  
Alice K. Greenhouse  
Vice President

(SEAL)  
ATTEST:

*D. Taylor*  
D. Taylor  
Trust Officer

*M. J. Kruger*  
M. J. KRUGER

(SEAL)

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

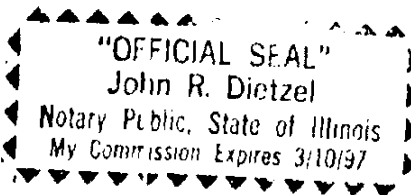
I, JOHN R. DIETZEL, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that J. C. BUKOVSKI, a Vice President of Commonwealth Edison Company, an Illinois corporation, one of the parties described in and which executed the foregoing instrument, and DAVID A. SCHOLZ, the Secretary 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 the 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.

GIVEN under my hand and notarial seal this 19th day of July, A.D. 1993.

John R. Dietzel  
Notary Public

(SEAL)

My Commission expires March 10, 1997



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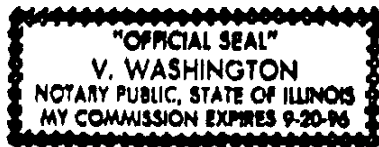
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, VERDINE WASHINGTON, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ALICE K. GREENHOUSE, a Vice President of Continental Bank, National Association, a national banking association, one of the parties described in and which executed the foregoing instrument, and D. TAYLOR, a 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 Vice President and Trust Officer, respectively, and who are both personally known to me to be a 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 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 19th day of July, A.D. 1993.

*Verdine Washington*  
Verdine Washington  
Notary Public

(SEAL)



My Commission expires September 20, 1996.

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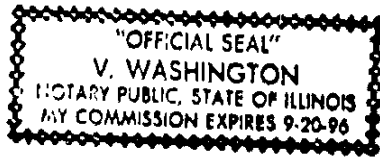
STATE OF ILLINOIS )  
 ) SS.  
 COUNTY OF COOK )

I, VERDINE WASHINGTON, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that M. J. KRUGER, one of the parties described in and which executed the foregoing instrument, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, executed and delivered said instrument as his free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 19th day of July, A.D. 1993.

*Verdine Washington*  
 Verdine Washington  
 Notary Public

(SEAL)



My Commission expires September 20, 1996.

*Mail to*  
 COMMONWEALTH EDISON COMPANY  
 REAL ESTATE DEPT.  
 P. O. BOX 767  
 CHICAGO, ILLINOIS 60690

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