OFFICE OF THE MAYOR

CITY OF CHICAGO

LORI E. LIGHTFOOT
MAYOR

September 18, 2019

TO THE HONORABLE, THE CITY COUNCIL OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Fleet and Facility Management, I transmit herewith an ordinance authorizing the grant of an easement to ComEd at 3510-40 South Michigan Avenue.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours.

Mayor

O R DIN A NCE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. On behalf of the City of Chicago, the Commissioner (or his designee) (the "Commissioner") of the Department of Fleet and Facility Management (the "Department") is authorized to execute a non-exclusive Grant of Easement (and any other such documentation as may be necessary to effectuate such Grant of Easement) with The Commonwealth Edison Company ("ComEd"), governing access to the City-owned real property located at 3540 South Michigan Avenue for purposes of installing, repairing, and maintaining electric services for the benefit of ComEd's "Bronzeville Microgrid," including the City's Police Department headquarters, all as depicted on Exhibit 1 attached hereto; such Grant of Easement to be approved as to form and legality by the Corporation Counsel in substantially the form attached hereto as Exhibit 2 (with such changes as may be deemed necessary by the Commissioner).

SECTION 2. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 3. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 4. This ordinance shall take effect immediately upon its passage and approval.

1

ORDINANCE EXHIBIT 1, DEPICTION OF GRANT OF EASEMENT
(see attached)

2

ORDINANCE EXHIBIT 2, FORM OF GRANT OF EASEMENT WITH COMED
(see attached)

4

GRANT OF EASEMENT

For good and valuable consideration, the receipt whereof is hereby acknowledged, THE CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government, (hereinafter called "Grantor"), in consideration of the sum of Ten Dollars and other valuable consideration, receipt of which is hereby acknowledged, does hereby warrant, grant and convey unto: COMMONWEALTH EDISON COMPANY, an Illinois corporation and its successors, assigns, lessees, licensees, and agents (collectively, the "Grantees"), a nonexclusive easement in perpetuity (the "Easement"); upon, over, and/or across the below described

property, with the right to construct, reconstruct, add, remove, relocate, renew, operate and maintain, from time to time, wires, cables, conduits, transformers, pedestals, switchgear and other facilities used in connection with underground transmission and distribution of electricity, sounds and signals, (collectively the "Grantee Facilities") together with right of ingress and egress to the same and right, from time to time, to trim or remove trees, bushes and saplings and to clear all obstructions from the surface and subsurfaces as may be required incident to the grant herein given, in, over, under, across, along and upon the surface of property legally described on Exhibit A and further depicted upon the Easement Area sketch, labeled Exhibit A-1, respectively, both attached hereto and made part hereof situated in Cook County, Illinois ("Easement Area"). Except as otherwise provided for herein, no structures or obstructions shall be placed over Grantee's facilities or in, upon or over the Easement Area by Grantor without prior written consent of the Grantee. After installation of any facilities by Grantee, the grade of the property shall not be altered in any manner so as to interfere with the operation and maintenance of said facilities.

EASEMENT AREA DESCRIPTION AND DEPICTION ATTACHED AS EXHIBITS A AND AJ.

1. Grantor represents and warrants to the Grantee that Grantor is the true and lawful owner of the Property and has full right and power to grant and convey the rights conveyed herein.

2. Grantee hereby agrees to restore all Property disturbed by its activities in the Easement Area to the condition existing prior to the disturbance, except as otherwise provided for herein.

3. Grantees shall have the right to remove or trim such trees in the Easement Area as are necessary to exercise the rights conveyed herein.

4. After installation of any Grantee Facilities, neither Grantor, nor any subsequent owner of the Property, or any portion thereof, shall construct improvements in the Easement Area or change the grade of the Easement Area without the prior written consent of the Grantee. Notwithstanding the foregoing, the Grantor and Grantee agree to the Grantor's placement of gravel or pavement over the Easement Area, except for the locations and switchgear and transformers.

5. It is expressly understood by the parties that the Grantee shall be solely responsible for the performance and maintenance of any of the Grantee Facilities that Grantee installs within the Easement Area. Grantor shall have no liability or obligation for the laying, installing, constructing, maintaining, operating, inspecting, altering, replacing and removing any of the Grantee Facilities within the Easement Area except for any repair or replacement necessary as a result of damages caused by Grantor's negligence or willful misconduct.

6. Grantee shall perform any and all construction in the Easement Area in accordance with the applicable laws governing such construction.

7. Grantor expressly reserves the right, at Grantor's sole cost and expense, to pave the surface of the Easement Area with gravel, porous asphaltic or other suitable hard surface paving material, provided same shall not interfere with Grantees' respective full use and enjoyment of the easement rights hereby granted. Grantor hereby agrees to restore any paving or other improvements made by Grantor's activities in the Easement Area.

8. This is a non-exclusive easement. Grantor, hereby reserves the right to grant easements to other utilities or services which may intersect or transact the easement granted hereunder.

9. All notices required to be given under this Grant of Easement shall be either hand delivered, by courier, or sent by the United States mail, Certified Mail Return Receipt Requested, postage prepaid, or sent by facsimile (with evidence thereof) to the addresses and facsimile numbers as follows:

To Grantor:

City of Chicago
Dept. of Fleet & Facility Mgmt
30 North LaSalle Street, Suite 300
Chicago, Illinois 60602
Attn: Assistant Commissioner
Fax: (312) 742-3861

To Grantee:
With a copy to:

City of Chicago
121 North LaSalle Street
Chicago, Illinois 60602
Attn: Deputy Corporation Counsel, Real
Estate and Land Use Division
Fax: (312) 742-0277

With a copy to:

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Commonwealth Edison Company Real Estate & Facilities Three Lincoln Center, 4th Floor Oakbrook Terrace, Illinois 60181 Fax: (630) 437-2223
Exelon Business Services Company, LLC 10 South Dearborn Street, 49th Floor Chicago, Illinois 60603
Attention: Assistant General Counsel -Real Estate

Notice shall be deemed given on the date of receipt.

10. It is agreed that this Grant of Easement covers all the agreements between the parties regarding the subject matter hereof and no representatives or statements, verbal or written, have been made modifying, adding to or changing the terms of this Grant of Easement.

11. This Easement is binding upon and shall inure to the benefit of the heirs, successors, assigns, and licensees of the parties hereto.

12. Grantee, at its sole expense and risk, shall indemnify Grantor, its officers, agents and employees, against any and all actual or claimed claims, proceedings, lawsuits, liabilities, damages, losses, fines, penalties, judgments, awards, costs and expenses (including reasonable attorneys' fees) (a) for loss or damage to property of Grantee, its officers, agents, employees and invitees in the Easement Area pursuant to

this Easement, or for injury to or death of any such employee, agent or licensee while in the Easement Area pursuant to this Easement, however, arising; or (b) arising directly or indirectly from any act or omission of Grantee, its officers, agents or employees, at, on or about the Easement Area. Notwithstanding the foregoing, in no event shall any liability extend to (i) matters to the extent caused by Grantor's negligent or willful misconduct, or (ii) damages for any failure to provide service, for interruption of one or more phases, or reversal of such service, or interruptions in electric service. Notwithstanding any contained herein, the parties acknowledge and agree that this Easement shall not alter or impact the rights and obligations of the parties as retail customer and as electric service provider under all applicable laws and tariffs.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Grant of Easement has been executed on behalf of the each of the parties hereto on this day of , 20 .

CITY OF CHICAGO

By:

Name:

Its:

COMMONWEALTH EDISON COMPANY

By:

Name:

Its:

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the said County and State aforesaid, hereby certify that of said corporation, personally known to me to be the same persons whose names are subscribed the foregoing instrument, appeared before me this day in person and acknowledged that they or their duly authorized designee signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes set forth herein.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this day of , 20 .

My Commission Expires:

Notary Public

(SEAL)

9

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the said County and State aforesaid, hereby certify that of said corporation, personally known to me to be the same persons whose names are subscribed the foregoing instrument, appeared before me this day in person and acknowledged that they or their duly authorized designee signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes set forth herein.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this day of , 20 .

My Commission Expires:

(SEAL)

EXHIBIT A EASEMENT AREA DESCRIPTION

THAT PART OF LOTS 20, 17, AND 16, IN H.O. STONE'S SUBDIVISION (ANTE-FIRE) OF THE NORTH 15 ACRES OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 20 IN SAID H.O. STONE'S SUBDIVISION; THENCE S88°47'05"W, 126.71 FEET ALONG THE SOUTH LINE OF SAID LOT 20 TO THE POINT OF BEGINNING; THENCE CONTINUING S88°47'05"W, 44.00 FEET ALONG SAID LINE; THENCE N01°12'55"W, 54.97 FEET, PERPENDICULAR TO LAST DESCRIBED COURSE, TO THE SOUTHERLY FACE OF AN EXISTING BUILDING; THENCE N88°31'36"E, 44.00 FEET, ALONG SAID SOUTHERLY FACE; THENCE S01°12'55"E, 55.17 FEET, TO THE POINT OF BEGINNING.

Property Address: 3540 South Michigan Avenue, Chicago, Illinois 60653 PIN(s): 17-34-301-033, 17-34-301-030, 17-34-301-029

CITY OF CHICAGO ECONOMIC DISCLOSURE
STATEMENT AND AFFIDAVIT

SECTION I - GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

Commonwealth Edison Company

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. [X] the Applicant
   OR
2. [ ] a legal entity currently holding, or anticipated to hold within six months after City action on
2. the contract, transaction or other undertaking to which this EDS pertains (referred to below as the
2. "Matter"), a direct or indirect interest in excess of 7.5% in the Applicant. State the Applicant's legal
2. name:
   OR
3. [ ] a legal entity with a direct or indirect right of control of the Applicant (see Section 11(B)(1)) State the legal name of the entity in which the Disclosing Party holds a right of control:

B. Business address of the Disclosing Party: 66Q South LaSalle Street
Chicago, Illinois 60605

C. Telephone: c/o 312-394-3504 Fax: , Email: angel.pere2gc0med.com

<http://angel.pere2gc0med.com>

D. Name of contact person: Angelita Pere2

E. Federal Employer Identification No. (if you have one):

F. Brief description of the Matter to which this EDS pertains. (Include project number and location of property, if applicable):

Acquisition of utility easement at 3540 S. Michigan Avenue. Chicago. Illinois 60653

G. Which City agency or department is requesting this EDS? Dept of Fleet & Facility Mgmt

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # and Contract #

SECTION D - DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

[ ] Person
[ ] Publicly registered business corporation [xi Privately held business corporation
[ ] Sole proprietorship
[ ] General partnership
[ ] Limited partnership
[ ] Trust
[ ] Limited liability company
[ ] Limited liability partnership
[ ] Joint venture
[ ] Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
[ ] Yes [ ] No [ ] Other (please specify)

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

Illinois

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

[ ] Yes [ ] No [x] Organized in Illinois

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles, if applicable, of: (i) all executive officers and all directors of the entity; (ii) for not-for-profit corporations, all members, if any, which are legal entities (if there are no such members, write "no members which are legal entities"); (iii) for trusts, estates or other similar entities, the trustee, executor, administrator, or similarly situated party; (iv) for general or limited partnerships, limited liability companies, limited liability partnerships or joint ventures, each general partner, managing member, manager or any other person or legal entity that directly or indirectly controls the day-to-day management of the Applicant.

NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name Title
pipage «<■ at-t-arhtvi ghgof

2. Please provide the following information concerning each person or legal entity having a direct or indirect, current or prospective (i.e. within 6 months after City action) beneficial interest (including ownership) in excess of 7.5% of the Applicant. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a

COMMONWEALTH RDISON COMPANY

EXECUTIVE OFFICERS

Name	Title
Christopher M. Crane	Chairman
Terence R. Donnelly	President and Chief Executive Officer
Anne R. Pramaggiore	Vice President
Joseph Dominguez	Chief Executive Officer'
Jeanne M. Jones	Chief Financial Officer, Senior Vice President
Michelle M. Blaise	Senior Vice President, Technical Services
Veronica Gomez	Senior Vice President, Regulatory and Energy
Fidel Marquez	Senior Vice President, Governmental and Exte
Timothy M. McGuire	Senior Vice President, Distribution Operations
Jane Park	Senior Vice President, Customer Operations
Gerald Kozel	Controller
Thomas S. O'Neill	Secretary

DIRECTORS

James W. Compton Christopher M. Crane A. Steven Crown Nicholas DeBenedictis Joseph Dominguez Peter V. Fazio, Jr. Michael H. Moskow Anne R. Pramaggiore

#4620485

limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None."

NOTE: Each legal entity listed below may be required to submit an EDS on its own behalf.

Name Business Address Percentage Interest in the Applicant

plpa.qp spe flr.r.achpH shPPl-

SECTION IU - INCOME OR COMPENSATION TO, OR OWNERSHIP BY, CITY ELECTED OFFICIALS

Has the Disclosing Party provided any income or compensation to any City elected official during the 12-month period preceding the date of this EDS? [X] Yes [ ] No

Does the Disclosing Party reasonably expect to provide any income or compensation to any City elected official during the 12-month period following the date of this EDS? |X] Yes [ ] No

If "yes" to either of the above, please identify below the name(s) of such City elected official(s) and describe such income or compensation:

see attached statement

Does any City elected official or, to the best of the Disclosing Party's knowledge after reasonable inquiry, any City elected official's spouse or domestic partner, have a financial interest (as defined Ln Chapter 2-156 of the Municipal Code ofChicago ("MCC")) in the Disclosing Party?

[ ] Yes |X] No

If "yes," please identify below the name(s) of such City elected official(s) and/or spousc(s)/domestic partner(s) and describe the financial interest(s).

SECTION IV - DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist (as defined in MCC Chapter 2-156), accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll. If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Section II-B-2 - Legal entities with direct interest iu Applicant

Exelon Energy Delivery Company, LLC, 10 S. Dearborn St., 49th Floor, Chicago, IL 60603 holds a greater than 99% direct interest in the Applicant.

Section HI - Additional Information - Commonwealth Edison Comnanv

The Applicant and/or its affiliates may have engaged the law firm of KJafter & Burke for legal representation during the 12-month period preceding the date hereof and may do so during the 12-month period following the date hereof. Alderman Edward M. Burke is a principal of Klafter & Burke.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.
please see attached sheet			

(Add sheets if necessary)

[ ] Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

SECTION V - CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under MCC Section 2-92-415, substantia! owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

[]Yes [JNo [X] No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

[ ] Yes [ ] No

B. FURTHER CERTIFICATIONS

1. [This paragraph 1 applies only if the Matter is a contract being handled by the City's Department of Procurement

Services.] In the 5-year period preceding the date of this EDS, neither the Disclosing Party nor any Affiliated Entity [see definition in (5) below] has engaged, in connection with the performance of any public contract, the services of an integrity monitor, independent private sector inspector general, or integrity compliance consultant (i.e., an individual or entity with legal, auditing, investigative, or other similar skills, designated by a public agency to help the agency monitor the activity of specified agency vendors as well as help the vendors reform their business practices so they can be considered for agency contracts in the future, or continue with a contract in progress).

2. The Disclosing Party and its Affiliated Entities are not delinquent in the payment of any fine, fee, tax or other source of indebtedness owed to the City of Chicago, including, but not limited to, water and sewer charges, license fees, parking tickets, property taxes and sales taxes, nor is the Disclosing Party delinquent in the payment of any tax administered by the Illinois Department of Revenue.

LOBBYIST AND CONSULTANT PARTIES RETAINED DIRECT LY BY APPLICANT

	Business Address	Relationship Fees
nicago,		
Real Estate Services Provider	$60,840.00 (estimated)	
Two Towne Square, Suite 700 Southfield, MI 48076 (248) 447-2000		

3. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section 11(B)(1) of this EDS .

a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;

b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;

c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;

d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and

e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

4. The Disclosing Party understands and shall comply with the applicable requirements of MCC Chapters 2-56 (Inspector General) and 2-156 (Governmental Ethics).

5. Certifications (5), (6) and (7) concern:
   - the Disclosing Party;
   - any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV,

"Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity). Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity. With respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
- any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Parry, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor, nor any Agents have, during the 5 years before the date of this EDS, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the 5 years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;

b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or

c. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or

d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5) (Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).

6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.

8. [FOR APPLICANT ONLY] (i) Neither the Applicant nor any "controlling person" [see MCC Chapter 1-23, Article I for applicability and defined terms] of the Applicant is currently indicted or charged with, or has

admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any "sister agency"; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If MCC Chapter 1-23, Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.

9. [FOR APPLICANT ONLY] The Applicant and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed as having an active exclusion by the U.S. EPA on the federal System for Award Management ("SAM").

10. [FOR APPLICANT ONLY] The Applicant will obtain from any contractors/subcontractors hired ' or to be hired in connection with the Matter certifications equal in form and substance to those in Certifications (2) and (9) above and will not, without the prior written consent of the City, use any such

contractor/subcontractor that does not provide such certifications or that the Applicant has reason to believe has not provided or cannot provide truthful certifications.

11 If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:
see attached explan.Tt-inn

If the letters "NA," the word "None," or no response appears oa the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

12. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the date of this EDS, an employee, or elected or appointed official, of the City of Chicago (if none, indicate with "N/A" or "none").

none -- SPf> flttflchpfl PxpianaHnn

13. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City ofChicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than $25 per recipient, or (iii) a

political contribution otherwise duly reported as required by law (if none, indicate with "N/A" or

"none"). As to any gift listed below, please also list the name of the City recipient,

none - see attached explannrinn

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)

[ ] is [x] is not

a "financial institution" as defined in MCC Section 2-32-455(b).

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in MCC Chapter 2-32. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in MCC Chapter 2-32. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

Tf the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in MCC Section 2-32-455(b)) is a predatory lender within the meaning of MCC Chapter 2-32, explain here (attach additional pages if necessary):

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION REGARDING FINANCIAL INTEREST IN CITY BUSINESS

Any words or terms defined in MCC Chapter 2-156 have the same meanings if used in this PartD.

1. In accordance with MCC Section 2-156-110: To the best of the Disclosing Party's knowledge after reasonable inquiry, does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

[ ] Yes [x] No

NOTE: If you checked "Yes" to Item D(l), proceed to Items D(2) and D(3). If you checked "No" to Item D(l), skip Items D(2) and D(3) and proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

[ ] Yes [X] No

3. If you checked "Yes" to Item D(l), provide the names and business addresses of the City officials or employees having such financial interest and identify the nature of the financial interest:

Name	Business Address	Nature of Financial Interest

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either (1) or (2) below. If the Disclosing Party checks (2), the Disclosing Party must disclose below or in an attachment to this EDS all infonnation required by (2). Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City .

X_l. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

2. The Disclosing Party verifies that, as a result of conducting the search in step (1) above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

SECTION VI CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

This matter is not federally funded A. CERTIFICATION REGARDING LOBBYING

I. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995, as amended, who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995, as amended, have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in paragraph A(l) above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee

of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A (l) and A(2) above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities," as that term is defined in the Lobbying Disclosure Act of 1995, as amended.

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A(l) through A(4) above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

[ ] Yes [ ] No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)
[ ] Yes [ ] No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?
[ ] Yes [ ] No [ ] Reports not required

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?
[ ] Yes [ ] No

If you checked "No" to question (1) or (2) above, please provide an explanation:

-- FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156. imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at www.cityofchicago.org/Ethics <http://www.cityofchicago.org/Ethics>. and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may

pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other City transactions. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided in, and appended to, this EDS may be made publicly available on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

i

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Parry must update this EDS as the contract requires. NOTE: With respect to Matters subject to MCC Chapter 1-23, Article I (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS, and all applicable Appendices, on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS, and all applicable Appendices, are true, accurate and complete as of the date furnished to the City.

Commonwealth Edison..Company
(Print or type exact legal name of Disclosing Party)
(Sign here)

(Print or type name of person signing)

(Print or type title of person signing)

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CfWCW.BE* <http://CfWCW.BE*>

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CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5%. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under MCC Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any aldennan, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister,

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B. 1 .a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5% ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

[]Yes [x]No see attached conment

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX B

BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5% (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

1. Pursuant to MCC Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

[JYes Id No

2. If the Applicant is a legal entity publicly traded on any exchange, is any officer or director of the Applicant identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

[ ] Yes ( ] No [X] The Applicant is not publicly traded on any exchange.

3. If yes to (1) or (2) above, please identify below the name of each person or legal entity identified as a building code scofflaw or problem landlord and the address of each building or buildings to which the pertinent code violations apply.

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX C

PROHIBITION ON WAGE & SALARY HISTORY SCREENING - CERTD7ICATION

This Appendix is to be completed only by an Applicant that is completing this EDS as a "contractor" as defined in MCC Section 2-92-385. That section, which should be consulted fwww.amlegal.com <http://fwww.amlegal.com>"). generally covers a party to any agreement pursuant to which they: (i) receive City ofChicago funds in consideration for services, work or goods provided (including for legal or other professional services), or (ii) pay the City money for a license, grant or concession allowing them to conduct a business on City premises.

On behalf of an Applicant that is a contractor pursuant to MCC Section 2-92-385,1 hereby certify that the Applicant is in compliance with MCC Section 2-92-385(b)(l) and (2), which prohibit: (i) screening job applicants based on their wage or salary history, or (ii) seeking job applicants' wage or salary history from current or former employers. I also certify' that the Applicant has adopted a policy that includes those prohibitions.

[ ]Yes [ ]No

[X] N/A -1 am not an Applicant that is a "contractor" as defined in MCC Section 2-92-385.
see attached statement This certification shall serve as the affidavit required by MCC Section 2-92-385(c)(l).

If you checked "no" to the above, please explain.

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Response to question 11 - Comments on Section V-B Further Certifications

V-B-I: This certification does not apply to the Disclosing Party as the Matter is not a contract being handled by the City's Department of Procurement Services.

V-B-2: The Disclosing Party, to the best of its knowledge, certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, except for taxes that are being contested in good faith in applicable legal proceedings (whether judicial or administrative). To the best of the knowledge of the Disclosing Party, neither the Disclosing Party nor its Affiliated Entities are delinquent in paying any fine, fee, tax or other source of indebtedness owed to the City of Chicago ("Debts") except for Debts which are being contested in good faith in applicable legal proceedings.

Representatives and agents of the Disclosing Party and its Affiliated Entities meet with City representatives or other receive information from the City on a monthly or other regular basis to identify outstanding Debts duly payable by the Disclosing Party and its Affiliated Entities and any such Debts are settled accordingly.

V-B-3-a: Disclosing Party certifies to this Statement to the best of its knowledge.

V-B-3-b, c and e and V-B-5-a, b and c: The Disclosing Party is routinely involved in litigation in various state and federal courts. With nearly 33,000 full-time equivalent employees, such a large business presence and a wide variety of activities subject to complex and extensive regulatory frameworks at the local, state, and federal levels, it is not possible for the Disclosing Party and its Affiliated Entities to perform due diligence across the full panoply of associates in preparing the Disclosing Party's response and it is possible that allegations or findings of civil or criminal liability, as well as the termination of one or more transactions for various reasons may have arisen and pertain to or be the subject of matters covered in these certifications. The Disclosing Party (including with respect to those persons identified in Section 11(B)(1) who are employed by the Disclosing Party) makes all required disclosures in the Forms 10-K, 10-Q and 8-K (filed by its parent corporation, the Exelon Corporation, with the Securities and Exchange Commission) and in the Annual Report of its parent corporation as posted on its website. These filings include disclosures of investigations and litigation as required by the securities regulatory organizations and federal law, and are publicly available (a copy of the "Environmental Remediation Matters" or "Environmental Issues" and "Litigation and Regulatory Matters" portions of the Forms 10-K and 10-Q filed by the Disclosing Party's parent corporation for calendar year 2018 and the first quarter of 2019 are attached). The Disclosing Party cannot confirm or deny the existence of any other non-public investigation conducted by any governmental agency unless required to do so by law. With respect to those persons identified in Section 11(B)(1) who are not employed by the Disclosing Party (such as independent directors), such persons are involved in a wide variety of business, charitable, social and other activities and transactions independent of their activities on behalf of the Disclosing Party and the Disclosing Party cannot further certify. As for any unrelated Contractor, Affiliated Entity or such Contractors or Agents of either ("Unrelated Entities"), however, the Disclosing Party certifies that with respect to the Matter it has not and will not knowingly hire, without disclosure to the City ofChicago, any Unrelated Entities who are unable to certify to such statements and the Disclosing Party cannot further certify as to the Unrelated Entities. It is the Disclosing Party's policy to diligently investigate any allegations

relevant to the requested certifications, promptly resolve any allegations or findings and at all times comply in good faith with all applicable legal requirements.

V-B-3-d: The Disclosing Party performed due diligence within the Governmental and External Affairs department of the Disclosing Party ("Governmental Group") to determine whether any Governmental Group employees were aware of any public transactions (federal, state or local) having been terminated for cause or default within the last five years, and none of such employees were aware of any such transactions.

V-B-5 and 6: Please note that our responses are on behalf of the Disclosing Party and its Affiliated Entities only and not on behalf of any Contractors.

V-B-5-d, 6 and 7: Disclosing Party certifies to this Statement to the best of its knowledge.

V-10: Disclosing Party certifies this Statement only as to any third parties directly retained by Applicant in connection with the Matter.

Comment on Section V-B-12 Certification

V-B-12: To the best of Disclosing Party's knowledge after reasonable inquiry, none of the persons identified in Section 11(B)(1) of this EDS were employees, or elected or appointed officials of the City ofChicago during the period of July 1,2018 through July 1.2019. The Disclosing Party has approximately 6,200 full-time equivalent employees and is unaware of any particular employee having been a City of Chicago employee or elected or appointed official during the time period previously described, but did not, for its new hires during the period of July 1, 2018 through July 1, 2019, collect data on immediately preceding employment by the City of Chicago or status of a new hire as an elected or appointed official of the City ofChicago.

Comment on Section V-B-13 Certification

V-B-13: The Disclosing Party certifies to the best of its knowledge that there have been no gifts within the prior 12 months to an employee, or elected or appointed official of the City of Chicago.

Comment on Appendix A - Familiar Relationships

To the best of Disclosing Party's knowledge after reasonable inquiry, none of the Disclosing Party's "Applicable Parties" ot any Spouses or Domestic Partners thereof currently have a "familial relationship" with an elected city official or department head.

Comment on Appendix C - Wage & Salary History Screening

Pursuant to a long-term franchise agreement, equipment comprising the Applicant's electrical grid system is installed within City ofChicago streets, alleys and other City properties. The Applicant provides compensation to the City in connection with the Applicant's maintenance of equipment in these areas in accordance with state law (the Illinois Electricity Infrastructure Maintenance Fee Law). In light of these arrangements, the Applicant has concluded that it is not a "contractor" within the scope of Section 2-92-385 of the Municipal Code.

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Combined Notes to Consolidated Financial Statements • (Continued) (Dollars In millions, except par share date unless otherwise noted)

As of December 31, 2018 and 2017. the amount of SNF storage costs for which reimbursement has been or will be requested from the DOE under the DOE settlement agreements Is as follows:

	0»c«rob»r 31, M1I	Ow mbwSI.MIT
DOE receivable-current <•>	$ 124	$ M
DOE receivable - noncurrant W	15	16
Amounts owed to co-owners WW	(17)	(11)

(e) Recorded In Accounts racdvable, other.
b) Recorded in Deferred debits and other asssts, other
c) Non-CENG amounts owed to co-owners are recorded In Accounts receivable, other. CENG amounts owed to co-owners era recorded In Accounts payable. Represents amounts owed to Ihe co-owners ol Peach Bottom. Quad Cities, and Nina Mile Paint Unit 2 generating facilities.

The Standard Contracts with tho DOE also required the payment to tha OOE of a one-time lea applicable to nuclear generation through April B, 1983. Tha fee related to tha former PECO units has been paid. Pursuant to tha Standard Contracts. ComEd previously elected to defer payment of the one-time fea of $277 million for Its units (which ere now part of Generation), with Interest to the date of payment, until Just prior to the first delivery of SNF to the DOE. The unfunded liabilities (or SNF disposal costs, including Ihe one-time fee, were transferred to Generation as part of Exalon's 2001 corporate restructuring. A prior owner of FitzPatrtck also elected to defer payment of the one-tlma fee of $34 million . with Interest to tha data of payment, for Ihe FltzPatrick unit. As part of the FltzPatrick acquisition on March 31,2017, Generation assumed a SNF liability tar Ihe OOE one-time fee obligation with interest related to BtzPatrick along with an offsetting aasat for the contractual right to reimbursement from NYPA, a prior owner of FitzPatrlck, for amounts paid for the FltzPatrick DOE one-time fee obligation. Tha amounts were recorded at fair value. See Note 4 - Mergers. Acquisitions end Dispositions for additional Information on the FitzPatrtck acquisition. Aa of December 31, 2018 and 2017 , the SNF liability for the one-tlma fee with Interest was $1,171 million and $1,147 million , respectively, which Is Included in Exelon's and Generation's Consolidated Balance Sheets. Interest for Exelon's and Generation's SNF liabilities accrues at the 13-waak Treasury Rate. The 13-week Treasury Rate in effect for calculation of tha Interest accrual at December 31, 2018 was 2.351% for the deferred amount transferred from ComEd and 2.217% for the deferred FltzPatrick amount. Tha outstanding one-time fee obligations for the Nine Mile Point, Ginna, Oyster Creek and TMI units remain with tha former owners. Tha Clinton and Calvert Cliffs units have no outstanding obligation. See Note 11 - Fair Value of Financial Assets and Liabilities for additional Information.

Environmental Remediation Matters

Generaf (All RegfcCrenbJ. Tha Registrants' operations have In the past, and may Ir the future, require substantial expenditures to comply with environmental laws. Additionally, under Federal and state environmental laws, the Registrants are generally liable for the costs of remediating environmental contamination of property now or formerly owned by (hem and of property contaminated by hazardous substances generated by them. The Registrants own or lease a number of real estate parcels, Including parcels on which their operations or the operations of others may have resulted in contamination by substance* that are considered hazardous under environmental laws. In addition, tha Registrants are currently Involved in a number of proceedings relating to sites where hazardous substances have been deposited and may be subject to additional proceedings in the future. Unless otherwise disclosed, the Registrants cannot reasonably estimate whether they will incur significant liabilities for additional investigation and remediation costs at these or additional aites identified by Ihe Registrants, environmental agencies or others, or whether such costs will be recoverable from third parties, including customers. Additional costs could have a material, unfavorable impact on the Registrants' financial statements.

UQP Situs (Exalon and tha Utility Registrants). ComEd, PECO, BGE and OPL have Identified aitea where former MGP or gas purification activities have or may have resulted In actual site contamination. For almost all of these sites, there are additional PRPs that may share responsibility for tha ultimate remediation of each location.

ComEd has Identified 42 sites. 21 of which have been remediated and approved by the Illinois EPA or tha U.S. EPA end 21 that are currently under some degree of active study and/or remediation. ComEd expects Ihe majority of the remediation at these sites to continue through at least 2023.

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Combined Notes to Consolidated Financial Statements • (Continued) (Dollars In millions, except per share data unlaaa otherwise noted)

PECO has Identified 28 sites, 17 of which have been remediated 'n accordance with applicable PA DEP regulatory requirements and 9 that ara currently under some degree of active study and/or remediation. PECO expects the majority of the remediation at these sites to continue through at least 2022.

BGE has identified 13 sites. 9 ol which have been remediated and approved by the MDE and 4 that require some level of remediation and/or ongoing activity. BGE

expects the majority of the remediation at these sites to continue through at least 2019.

DPI has identified 3 sites, 2 of which remediation has been completed and approved by the MDE or the Delaware Department of Natural Resources and Environmental Control. The remaining site is under study and the required cost at the site Is not expected lo be malarial.

The historical nature of the MGP sites and the fact that many of the sites have been buried and built over, impacts the ability to determine a predaa estimate of the ultimate costs prior to initial sampling and determination .of the exact scope and method of remedial activity Management determines its best estimate of remediation coats using all available information at the time of each study, including probabilistic and deterministic modeling for ComEd and PECO, and tha remediation standards currently required by the applicable stale environmental agency Prior to completion of any significant clean up, each site remediation plan Is approved by the appropriate state environmental agency.

ComEd. pursuant to an (CC order, and PECO, pursuant to settlements of natural gas distribution rale cases with Ihe PAPUC, are Currently recovering environmental remediation coats oi former MGP facility sites through customer rales. See Note 4 - Regulatory Matters lor additional Information regarding the associated regulatory assets. While BGE and DPL do not have riders for MGP clean-up costs, they have historically received recovery of actual clean-up costs In distribution rales.

During ihe third quarter of 2018, the Utility Registrants completed a study of their future estimated envlionmental remediation requirements. The study resulted In a MS million Increase to the environmental liability and related regulatory asset (or ComEd. The increase was primarily due lo a revised closure strategy at one site, which resulted In an increase In Ihe excavation area and depth of Impacted soils from the site. The study did not result in a material change to Ihe environmental liability lor PECO, BGE. Pepco, DPL, and ACE.

As of December 31, 2018 and 2017, tha Registrants had accrued the following undiscounted amounts for environmental liabilities in Other current liabilities and Other deferred credits and other liabilities within their respective Consolidated Balance Sheets

	Docmtbtr Jf, 2011	Tout •nvlfttnniMilal InwtlgiUonPortion of total ralahd (o MGP and ramadtatfon www	Invtifiltfadon and ramodltUon
Exeton	$	408	S 356
Generation		108	
ComEd		329	327
PECO		**27**	**25**
BGE		5	4
PHI		27	-
Pepco		25	-
DPL		1	_
ACE		1	-

Combined Notes to Consolidated Financial Statements - (Continued) (Dollars In millions, except per share data unlaaa otherwise noted)

	Dwmb«r 11,2017	r«uj) invlranimnut lnwjttletflan•<mfor>ortoDjlt»l«t»tltoMOf^ wd nmadlillfln rmmur\»	Inv-.UsiUon and wnwdlrfon
Exelan	$	466	$ 315
Generation		117	_
ComEd		**265**	**2S3**
PECO		30	28
BGE		5	4
PHI		29	_
Papco		27	-
DPL		1	_
ACE		1	_

Coffer Corporation (Exmfan and Gvwnllon). The EPA has advised Cotter Corporation (Cotter), a former ComEd subsidiary, that it Is potentially liable in connection with radiological contamination at a site known as the West Lake Landfill In Missouri. In 2000, ComEd sold Cotter to an unaffiliated third-party. As part of tha sale, ComEd agreed to indemnify Cotter for any liability arising in connection with the West Lake Landfill. In connection with Exelon's 2001 corporate restructuring, this responsibility to Indemnify Cotter was transferred to Generation. On May 29, 2008, the EPA issued a Record of Decision (ROD) approving a landfill cover remediation approach. By lotter dated January 11. 2010, tha EPA requested that the PRPs perform a supplemental feasibility study for a remediation alternative that would involve complete excavation of Ihe radiological contamination. On September 30.2011, the PRPs submitted the supplemental feasibility study to the EPA lor review. Since June 2012. the EPA has requealad that the PRPs perform a aeries of additional analyses and groundwater and soil sampling as part of the supplemental feasibility study. This further analysis was focused on a partial excavation remedial option. The PRPs provided the draft final Remedial Investigation and Feasibility Sludy (RI/FS) to the EPA In January 2018, which formed the basis for EPA's proposed remedy selection, aa further discussed below. There are currently three PRPs participating In the West Lake Landfill remediation proceeding. Investigation by Generation has Identified a number of other parties who also may be PRPs and could be liable to contribute to the final remedy. Further investigation is ongoing.

On September 27, 2018 Ihe EPA Issued its ROD Amendment for the selection of the final remedy for the West Lake Landfill Superiund site. The ROD modifies the EPA's

previously proposed plan for partial excavation of the radiological materials by reducing Ihe depths of Ihe excavation. The ROO also allows for variation in depths of excavation depending on radiological concentrations. Ths EPA estimates that ths ROO will result in a reduction of both radiological and non-radiological waste excavated, with corresponding reductions in the cost and schedule for the remedy. The next step Is the negotiation of a Consent Agreement by the EPA with Ihe PRPs to Implement the ROD, a process that is expected to be completed In the first quarter of 2020. The aslimated cost of Ihe remedy, taking Into account tha current EPA technical requirements and the total costs expected to be Incurred by the PRPs In fully executing the remedy, la approximately $280 million . including cost escalation on an undiscounted basis, which would be allocated among the final group of PRPs. Generation has determined that a loss associated with the EPA's partial excavation and enhanced landfill cover remedy Is probable and has recorded a liability Included In Ihe table above, that reflects management's best estimate of Cotter's allocable share of the ultimate cost tor ihe entire remediation effort. Given the Joint and several nature of this liability, the magnitude of Generation's ultimate liability will depend an the actual coslrj Incurred to Implement the required remediation remedy as well as an the nature and terms of any cast-sharing arrangements with the final group of PRPs. Therefore, it ia reasonably possible that the ultimate cost and Generation's associated allocable share could differ significantly once these uncertainties are resolved, which could hove a material Impact on Exelon's and Generation's future financial statements.

On January 16, 2018, the PRPs ware advised by the EPA that it will begin an additional investigation and evaluation of groundwater conditions at the West Lake Landfill. In September 2018, the PRPs agreed to an Administrative Settlement Agreement and Order on Consent for Ihe performance by the PRPs of the groundwater RI/FS and reimbursement of EPA's oversight costs. The purposes of this new Rf/FS are to define tha nature and extant of any groundwater contamination from the West Lake Landfill site, determine ths potential risk posed to human health and trie environment, and evaluate remedial alternatives. Generation estimates the undiscounted cost for the groundwater RI/FS for West Lake to be approximately $20 million. Generation determined a loss associated with tha RI/FS is probable and has recorded a liability Included In the table above that reflects management's best estimate of Cotter's allocable share of the cost among the PRPs. At this time Generation cannot predict the likelihood

or the extent to which, if any, remediation activities will be required and cannot estimate a reasonably possible range of loss for response costs beyond those associated with tha RI/FS component. It Is reasonably possible, however, that resolution of this matter could have a material, unfavorable impact on Exelon's and Generation's future financial statements.

During December 2015, the EPA took two actions related to the West Lake Landfill designed to abate what it tanned as Imminent and dangerous conditions at tha landfill. The first involved installation by the PRPs of a non-combustible surface cover to protect agBinst surface fires In areas where radiological materials are believed to have been disposed which was completed in 2018. The second action involved EPA's public statement that it will require the PRPs to construct a barrier wall in an adjacent landfill to prevent a subsurface fire from spreading to those areas of the West Lake Landfill where radiological materials are believed to have been disposed. At this time. Generation believes that the requirement to build a barrier wall Is remote in light of other technologies that have been employed by the adjacent landfill owner. Finally, one of the other PRPs, the landfill owner and operator of the adjacent landfill, has Indicated that it will be making a contribution claim against Cotter for costs that it has incurred to prevent the subsurface fire from spreading to those areas of tha West Lake Landfill where radiological materials are believed to have been disposed. At this time, Exelon and Generation do not possess sufficient infonnation to assess this claim and therefore are unable to estimate a range of loss, if any. As such, no liability has been recorded for the potential contribution claim, it is reasonably possible, however, that resolution of this matter could have a material, unfavorable impact on Exalon's and Generation's financial statements.

On August 8, 2011, Cottar was notified by the DOJ that Cotter is considered a PRP with respect to the government's clean-up costs for contamination attributable to low laval radioactive residues at a former storage and reprocessing facility named Latty Avenue near St. Louis, Missouri. The Latty Avenue site Is included in ComEd's indemnification responsibilities discussed above as part of the sale of Cotter. The radioactive residues had been generated initially In connection with the processing of uranium ores as part of the U.S. Government's Manhattan Project. Cotter purchased the residues in 1969 for Initial processing at the Latty Avenue facility far the subsequent extraction of uranium and metals. In 1976, the NRC found that the Latty Avenue site had radiation levala exceeding NRC criteria for decontamination of land areas. Latty Avenue was investigated and remediated by ths United States Army Corps of Engineers pursuant to funding under FUSRAP. The DOJ has not yet formally advised Ihe PRPs of the amount that il is seeking, but it Is believed to be approximately $90 million from all PRPs. The DOJ and the PRPs agreed to toll Ihe statute of limitations until August 2019 so that settlement discussions could proceed. Generation has determined that a loss associated with this matter is probable under Its Indemnification agreement with Cotter and has recorded an estimated liability, which is Included in the table above.

Commencing in February 2012, a number of lawsuits have been filed in the U.S. District Court for the Eastern District of Missouri. Among the defendants ware Exelon, Generation and ComEd, all of which were subsequently dismissed from the case, as well as Cottar, which remains a defendant. The suits allege that individuals living in tha North St. Louis area developed soma form of cancer or other serious illness due to Cotter's negligent or reckless conduct In processing, transporting, storing, handling and/or disposing of radioactive matenals. Plaintiffs are asserting public liability claims under the Price-Anderson Act. Their state law claims for negligence, strict liability, emotional distress, and medical monitoring have been dismissed. In tha event of a finding of liability against Cotter, it is probable that Generation would be financially responsible due to its Indemnification responsibilities of Cotter described above. The court has dismissed a number of the lawsuits as untimely, which has bean upheld on appeal. Cotter and the remaining plaintiffs have engaged in settlement discussions pursuant to court-ordered mediation. During the second quarter of 2018. Generation determined a loss was probable based on the advancement of settlement proceedings and recorded an Immaterial liability.

Banning Road Site (Exalon, Generation, PHI and Popco). In September 2010, PHI received a letter from EPA Identifying the Banning Road site as ona of six land-based sites potentially contributing to contamination of the lower Anacostia River. A portion of the site was formerly the location of a Pepco Energy Services electric generating facility. That generating facility was deactivated in June 2012 and plant structure demolition was completed In July 2015. The remaining portion of the site consists of a Pepco transmission and distribution service center Ihat remains in operation. In December 2011, the U.S. District Court for Ihe District of Columbia approved a Consent Decree entered Into by Papco and Pepco Energy Services with the DOEE. which requires Pepco and Pepco Energy Services to conduct a Remediation Investigation (RI)/ Feasibility Study (FS) for the Banning Road site and an approximately 10 to 15-acre portion of tha adjacent Anacostia River. The RI/FS will form the basis for the remedial actions for the Banning Road site and for tha Anacostia River sediment associated with the site. The Consent Decree does not obligate Pepco or Pepco Energy Services to pay for or perform any remediation work, but it Is anticipated that DOEE will look to Pepco and Pepco Energy Services to sssume responsibility for cleanup of any conditions in tha river

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Combined Notes to Consolidated Financial Statements ■ (Continued) (Dollars in millions, except par share data unleaa otherwise noted)

that are determined to be attributable to past activities at the Benning Road site. Pursuant to Exelon's March 23,2016 acquisition of PHI, Pepco Energy Services was transferred to Generation.

Since 2013. Pepco and Pepco Energy Services (now Generation) have boon performing RI work and have submitted multiple draft RI reports to Ihe DOEE. Once the RI work Is completed. Pepco and Generation will issue a draft final" RI report for review and comment by DOEE and Ihe public. Pepco and Generation will then proceed to develop an FS (a evaluate passible remedial alternatives for submission to 0OEE. The Court has established a schedule for completion of the RI and FS. and approval by the DOEE. by May 8,2019.

Upon OOEE's approval of the final RI and FS Reports, Pepco and Generation will have satisfied their obligations under the Consent Decree. At that point, DOEE will prepare a Proposed Plan regarding further response actions. After considering public comment an the Proposed Plan, DOEE will issue a Record of Decision identifying any further response acllons determined to be necessary. PHI, Pepco and Generation have determined that a loss associated with this matter Is probable and have accrued an eslimated liability, which Is Included in Iha table above.

Anacostia River Tidal Reach fExe/on, PHI and Pepco). Contemporaneous with the Banning RI/FS being performed by Pepco and Generation, DOEE and certain federal agendas have bean conducting a separate RI/FS focused on the entire tidal reach of the Anacostia River extending from just north of the Maryland-DC. boundary Una to the confluence of the Anacostia and Potomac Rivers. In March 2016, DOEE released a draft or the river-wide RI Report for public review and comment The river-wide RI Incorporated the results of the river sampling performed by Pepco and Papco Energy Services as part of the Benning RI/FS, aa well as similar sampling efforts conducted by owners of other sites adjacent lo this segment of the river and supplemental river sampling conducted by OOEE's contractor. DOEE asked Pepco, along with parties responsible for other sites along Iha river, to participate In a "Consultative Working Group* to provide input Into the process for future remedial acllons addressing ths entire Hdal reech of tha river and to ensure proper coordination with Ihe other river cleanup efforts currently underway, Including deanup of the nver segment ad|acent to the Benning Road site resulting from the Benning RI/FS. Pepco responded that it will participate In Ihe Consultative Working Group, but its participation ia not an acceptance of any financial responsibility beyond the work that will be performed at tha Benning Road site described above. In April 2018. DOEE released a draft remedial investigation report lor public review and comment. Papco submitted written comments to the draft RI and participated In a public hearing. Pepco continues outreach efforts es appropriate to the agencies, governmental officials, community organizations and other key stakeholders. In May 2018 tho District ol Columbia Coundl extended the deadline far completion of the Record of Decision from June 30.2018 until December 31, 2019. An appropriate liability for Pepco's share of investigation costs has been accrued and ia Included in the table above. Although Pepco has determined that It is probable that costs for remediation will be incurred, Pepco cannot estimate tha reasonably possible range of loss at this lime and no liability has been accrued for those future costs. A draft Feasibility Study of potential remedies and their estimated costs Is being prepared by tha agencies and Is expected to be released In 2019. at which time Pepco will likely be In a better position to estimate the range of loss.

In addition to the activities associated with the remedial process outlined above, there is a complementary statutory program Ihal requires an assessment lo determine If any natural resources have been damaged 83 a result of the contamination that Is being remediated, and. If so, that a plan be developed by the federal, state and local Trustees responsible for those resources to restore them to their condition before injury from the environmental contaminants. If natural resources are not restored, than compensation for Ihe Injury can be sought from Ihe party responsible for the release of Ihe contaminants. The assessment of Natural Resource Damages (NRD) typically takes place following cleanup because cleanups sometimes also effectively restore habitat. During the second quarter of 2018. Pepco became aware thai Ihe Trustees are in the beginning stegss of this process that oflon takes many years beyond the remedial decision to complate. Pepco has concluded that a loss associated with the eventual NRD assessment is reasonably possible. Due lo tha very early stage of the assessment process It cannot reasonably estimate the range of loss.

Litigation and Regulatory Matters

Asbestos Perianal Injury Claims (Exeran. Generation, ComEd and PECO). Ganarotton maintains estimated liabilities for claims associated with asbestos-related personal Injury actions In certain facilities that are currently owned by Generation or were previously owned by ComEd and PECO. The estimated liabilities are recorded on an undiscounted basis and exclude the estimated legal costs associated with handling these matters, which could be material.

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At December 31, 2018 and 2017 , Generation had recorded estimated liabilities of approximately S79 million and $78 million , respectively, In total for asbestos-related bodily Injury claims. As of December 31, 2018 , approximately $24 million of this amount rolatcd to 238 open claims presented to Generation, while the remaining SS5 million is for estimated future asbestos-related bodily injury claims anticipated to arise through 20S0. based on actuarial assumptions and analyses, which are updated on an annual basis. On a quarterly basis. Generation monitors actual experience against Ihe number of forecasted claims to be received and expected claim payments and evaluates whether adjustments lo Ihe estimated liabilities are necessary.

There is a reasonable possibility that Exelon may have additional exposure to estimated future asbestos-related bodily Injury claims in excess of the amount accrued and Ihe Increases could have a material unfavorable impact on Exelon's and Generation's financial statements.

Fund Transfer Restrictions (All Registrants). Under applicable law. Exelon may borrow or receive an extension of credit from its subsidiaries. Under Ihe terms of Exelon's intercompany money pool agreement, Exelon can lend to. bul not borrow from the money pool.

Under applicable law. Generation, ComEd, PECO, BGE, PHI, Papco, DPL and ACE can pay dividends only from retained, undistributed or current earnings. A significant loss recorded at Generation, ComEd. PECO, BGE, PHI, Papco. DPL or ACE may limit the dividends that these companies can distribute to Exelon.

ComEd has agreed in connection with financings arranged through ComEd Financing III lhat il will not declare dividends on any shares of Its capital slack In Ihe event that: (1) It exercises its right to extend Ihe interest payment periods on the subordinated debt securities issued to ComEd Financing ill; (2) it defaults on its guarantee of the payment of distributions on the preferred trust securities of ComEd Financing III, or (3) an event of default occurs under the Indenture under which the subordinated debt securities are Issued. No such event has occurred.

PECO has agreed in connection with financings arranged through PEC L.P. and PECO Trust IV that PECO will not declare dividends on any shares of its capital stock In tha event that: (1) It exercises ils right to extend the Interest payment periods on the subordinated debentures, which were issued to PEC L.P. or PECO Trust IV; (2) it defaults on its guarantee of Ihe payment of distributions on the Series 0 Preferred Securities of PEC L.P. or the preferred trust securities of PECO Trust IV; or (3) an event of default occurs under the Indenture under which Ihe subordinated debentures are issued. No such event has occurred.

BGE is subject to restrictions established by Ihe MDPSC that prohibit BGE from paying a dividend on its common shares if (a) alter the dividend payment, BGE's equity ratio would be below 48% as calculated pursuant to tho MDPSC's ratemaklng prncnriems or (b) BGE's senior unsecured credit rating is rated by two of the three mBjor credit rating agencies below investment grade. No such event has occurred.

Papco Is subject lo certain dividend restrictions established by settlements approved in Maryland and the District of Columbia. Pepco Is prohibited from paying a dividend on ils common shares if (a) after Ihe dlvidond payment. Pepco's equity ratio would be 48% es equity lavels are calculated under Ihe ratamaking precedents of the MDPSC end DCPSC or (b) Pepco's senior unsecured credit rating Is rated by one of tho three major credit rating agencies below investment grade. No such event has occurred.

DPL Is subject to certain dividend restrictions established by settlements approved in Delaware and Maryland. DPL is prohibited from paying a dividend on ils common shares if (a) after tha dividend payment, DPL's equity rallo would be 48% as equity lovels oro calculated under the ratamaking precedents of the DPSC and MDPSC or (b) DPL's senior unsecured credit rating is rated by one of the throe major credit rating agencies below investment grade. No such event has occurred.

ACE is subject to certain dividend restrictions established by settlements approved in New Jersey. ACE is prohibited from paying a dividend on Ils common shares If (a) after the dividend payment, ACE's equity ratio would be 48% as equity levels am calculated under the ratemaklng precedents at the NJBPU or (b) ACE's senior unsecured credit rating is rated by one of Ihe three major credit rating agencies below investment grade. ACE is also subject lo a dividend restriction which requires ACE to obtain the prior approval of (ha NJBPU before dividends can ba paid it Its equity as a percent of Its total capitalisation, excluding securitization debt, falls below 30% . No such avenls have occurred.

Conduit Lease with City of Baltimore (Exelon and 80S). On September 23, 2015, the Baltimore City Board of Estimates approved an Increase in annual rental fees tor access to the Baltimore City underground conduit system

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effective November 1,2015, from $12 million to $42 million , subject to an annual increase thereafter based on Iha Consumer Price Index. BOE subsequently entered into litigation with the Cily regarding tha amount of and basis for establishing the conduit fee. On November 30, 2016, Ihe Baltimore City Board of Estimates approved a settlement agreement entered into between BGE and the City to resolve the disputes and pending litigation related to BGE's use of and payment for the underground conduit system. As a result of tha settlement, the parties entered into a six-year lease that reduces the annual expense to $25 million in the first three years and caps the annual expense in the last three years to not more than $29 million . BGE recorded a decrease to Operating and maintenance expense in the fourth quarter of 2016 of approximately $26 million for the reversal of the previously higher fees accrued as well as tha settlement of prior year disputed tee true-up amounts.

City of Everett Tax mere mane Financing Agreement (Exeton and Generation). On April to, 2017, the City of Everett petitioned the Massachusetts Economic Assistance Coordinating Council (EACC) to revoke the 1999 tax increment financing agreement (TIF Agreement) relating to Mystic 8 & 9 on the grounds that the total Investment in Mystic 8 a 9 materially deviates from the investment set forth In the TIF Agreement. On October 31, 2017. a three-member panel of the EACC conducted an administrative hearing on Iha City's petition. On November 30, 2017. the hearing panel Issued a tentative decision denying the City's petition, finding that there was no malarial misrepresentation that would justify revocation of the TIF Agreement. On December 13, 2017, the tentative decision was adopted by tha hill EACC. On January 12, 2018, the City filed a complaint in Massachusetts Superior Court requesting, among other things, that the court set aside the EACC's decision, grant tha City's request to decertify (he Project and the TIF Agreement, and award tha City damages for alleged underpaid taxes over the period of the TIF Agreement Generation vigorously contested (he City's

COMBINED NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued) (Dollars in millions, except per share data, unlesa otherwise noted)

claims before Ihe EACC and will continue to do so in Ihe Massachusetts Superior Court proceeding. Generation continues to believe that the City's claim lacks merit. Accordingly. Generation has not recorded a liability for payment resulting from such a revocation, nor can Generation estimate a reasonably possible range of loss, if any, associated with any such revocation. Further, Il Is reasonably passible that property taxes assessed In future periods, Including those following the expiration of the current TIF Agreement in 2019, could be material to Generation's financial statements.

Genera/ (All Registrants). The Registrants are involved fn various other litigation matters that are being defended and handled In the ordinary course of business. The assessment ol whether a loss is probable or a reasonable possibility, and whether the loss or a range of loss ia estimable, often Involves a series of complex Judgments about future events. The Registrants maintain accruals for such (asses that are probable of being Incurred and subject to reasonable estimation. Management la sometimes unable to estimate an amount or range of reasonably possible loss, particularly where (1) the damages sought are Indeterminate. (2) the proceedings are in the early stages, or (3) the matters involve novel or unsettled legal theories. In such cases, there is considerable uncertainty regarding tha timing or ultimate resolution of such matters, including a possible eventual loss.

23. Supplemental Financial Infonnation {All Registrants)

Supplemental Statement of Operations Information

The following tables provide additional infonnation about the Registrants' Consolidated Statements of Operations and Comprehensive Income for the years ended December 31.2018 ,2017 and 2016.

For tfto yoarandod Doctmbor 11, 201B

Ion	Ganarallon	ComEd	P6CO	BOE	PHI	Papco	OPL	ACE
919	S 114	S 243	$ 131	$ 94	S 337	$ 316	$ 21	$ -
557	273	30	15	143	94	SB 32	3	
247	130	27	16	17	24	53	2	
				60	39	11	1	- - - - _
$ 1,783	$ 556	$ 311	I 163	$ 254	$ 455	$ 379	f 53	$ 5

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In addition, the U.S. Congress could impose revenue-raising measures on the nuclear Industry to pay public liability claims exceeding the $14.1 billion limit (or a single Incident

Aa part of the execution of the NOSA on April 1, 2014, Generation executed an Indemnity Agreement pursuant to which Generation agreed to indemnify EDF and its affiliates against thitd-party claima thai may arise from any future nuclear incident (as defined in the Price-Anderson Act) in connection with the CENG nuclear plants or their operations. Exelon guarantees Generation's obligations under this Indemnity. See Note 2 - Variable Interest Entities of the Exelon 2018 Form 10-K for additional infonnation an Generation's operations relating to CENG.

Generation is required each year to report to the NRC the current levels and sources of property insurance that demonstrates Generation possesses sufficient financial resources to stabilize and decontaminate a reactor and reactor station site In the event of an accident. The property insurance maintained for each facility is currently provided through Insurance policies purchased from NEIL, an industry mutual insurance company of which Generation Is a member.

COMBINED NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued) (Dollars In millions, except per share data, unless otherwise noted)

NEIL may declare distributions to Its members as a result of favorable operating experience. In recent years NEIL has made distributions to its members, but Generation cannot predict the level of future distributions or if Ihey wi;l continue at ail.

Premiums paid to NEIL by its members era also subject to a potential assessment for adverse loss experience in Ihe form of a retrospective premium obligation. NEIL has never assessed this retrospective premium since its formation in 1973, and Generation cannot predict the level of future assessments If any. Tha current maximum aggregate annual retrospective premium obligation for Generation Is approximately $335 million . NEIL requires its members to maintain an investment grade credit rating or to ensure collecfabllity of their annual retrospective premium obligation by providing a financial guarantee, letter of credit, deposit premium, or some other means ot assurance.

NEIL provides 'all risk* property damage, decontamination and premature decommissioning insurance for each station for losses resulting from damage to Its nuclear plants, either due to accidents or acts of terrorism. If the decision Is made to decommission the facility, a portion of the Insurance proceeds will be allocated to a fund, which Generation Is required by the NRC to maintain, to provide for decommissioning the facility. In the event of an insured loss. Generation is unable to predict the timing of Iha availability of insurance proceeds to Generation and the amount of such proceeds that would be available. In the event that one or mora acts of terrorism causa accidental property damage within a twelve-month period from the first accidental property damaga under one or more policies for all Insured plants, Ihe maximum recovery by Exelon will be an aggregate of $3.2 billion plus such additional amounts as the Insurer may recover for all such losses from reinsurance, indemnity and any other source, applicable to such losses.

For its insured losses, Generation Is self-insured to the extent that losses are within the policy deductible or exceed the amount of insurance maintained. Uninsured losses and other expenses, to the extent not recoverable from insurers or the nuclear industry, could also be borne by Generation. Any such tosses could have a malarial adverse effect on Exelon's and Generation's financial condition, results of operations and cash flows.

Environmental Remediation Matters

Genera/ (All Registrants). The Registrants' operations have in the past, and may in the future, require substantial expenditures to comply with environmental laws. Additionally, under FedBral and state environmental laws, Ihe Registrants are generally liable for tha costs of remediating environmental contamination of property now or formerly owned by them and of property contaminated by hazardous substances generated by them. The Registrants own or lease e number of real estate parcels, including parcels on which their operations or Iha operations of others may have resulted In contamination by substances that are considered hazardous under environmental lawa. In addition, Ihe Registrants are currently Involved in a number of proceedings relating to sites where hazardous substances have been deposited and may be subject to additional proceedings In the future. Unless otherwise disclosed, the Registrants cannot reasonably estimate whether they will incur significant liabilities for additional investigation and remediation costs at these or additional sites Identified by tha Registrants, environmental agencies or others, or whether such costs will be recoverable from third parties, Including customers. Additional costs could have a material, unfavorable Impact in the Registrants' financial statements.

MOP Sltaa (Exalon, ComEd, PECO, BSE, PHI and DPL). ComEd, PECO, BGE and DPL have identified sites where former MGP or gas purification activities have or may have resulted in actual site contamination. Far almost all of these sites, (here are additional PRPs thai may share responsibility for the ultimate remediation of each location.

- ComEd has identified 42 sites, 21 of which have been remediated and approved by the Illinois EPA or Ihe U.S. EPA and 21 that are currently under some dagrae of active study and/or remediation. ComEd expects the majority of Ihe remediation at these sites to continue through at teas! 2023.

- PECO has identified 26 sites, 17 of which have been remadiatad in accordance with applicable PA OEP regulatory requirements and 9 that are currently under some degree of active study and/or remediation. PECO expects the majority of tha remediation at these sites to continue through at least 2022.

  BGE has Identified 13 sites, 9 of which have been remediated and approved by the MDE and 4 that require some level of remediation and/or ongoing activity. BGE expects Ihe majority of the remediation at these sites to continue through at least 2019.

- DPL has identified 3 sites, for 2 of which remediation has bean completed and approved by the MDE or the Delaware Department or Natural Resources and Environmental Control. Tha remaining site is undar study and the required cost at the site is not expected to be material.

The historical nature of the MGP and gas purification sites and the fact that many of the sites have been buried and built over, impacts Ihe ability lo determine a precise estimate of the ultimate costs prior to Initial sampling and determination of tha exact scope and method of remedial activity. Management determines its bast estimate of remediation costs using all available information at the lima of each study, Including probabilistic and deterministic modeling for ComEd and PECO, and the remediation standards currently required by the applicable state environmental agency. Prior to completion of any significant clean up, each site remediation plan is approved by Ihe appropriate state environmental agency.

ComEd, pursuant to an ICC order, and PECO, pursuant to settlements of natural gas distribution rate cases with ths PAPUC, are currently recovering environmental remediation costs of former MGP facility sites through customer rates. See Nole 6 - Regulatory Matters for additional infonnation regarding the associatad regulatory assets. While BGE and DPL do not have riders for MGP clean-up costs, Ihey have historically receivad recovery of actual clean-up costs in distribution rates.

As of March 31, 2019 and December 31, 2010 . the Registrants had accrued the following undiscounted amounts for environmental liabilities in Other current liabilities and Other deferred credits and other liabilities within their respective Consolidated Balance Sheets:

March 11. Mia		Total onvinnmonlalPorBon of total nlofad to InvoatloaVon andHOP Invootl|anon and OMtwdlaeon wiorva	wmodtaBon
Exston	$	486 S	347

Generation	108	-
ComEd	320	318
PECO	27	25
BGE	5	4
PHI	26	-
Pepco	24	-
DPL	1	-
ACE	1	-

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COMBINED NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued) (Dollars In millions, except per share data, unless otherwise noted)

Cie* rr bar ii. ma.		Total onvIronvantalPortion of total rolotod to InvaatfaatfOn andMOP InvaatJgaUon and tomadladon rooowo	mnodlaaon
Exelon	**9**	**496 I**	**356**
Generation		108	-
ComEd		**329**	**327**
PECO		27	25
BGE		5	4
PHI		27	-
Pepco		25	-
DPL		1	-
ACE		1	-

Cottar Corporation (Exelon and Generation). The EPA has advised Cotter Corporation (Cottar), a former ComEd subsidiary, that it Is potentially liable In connection with radiological contamination at a site known as the West Lake Landfill in Missouri. In 2000, ComEd sold Cotter to an unaffiliated third-party. As pari of the sale, ComEd agreed to Indemnify Cotter for any liability arising in connection with the West Lake Landfill. In connection with Exelon's 2001 corporate restructuring, this responsibility to Indemnify Cotter was transferred to Generation. Including Cotter, there are three PRPs participating In Iha West Lake Landfill remediation proceeding. Investigation by Generation has Identified a number of other parties who also may be PRPs and could be liable to contribute to tha final remedy. Further investigation Is ongoing.

In September 2018 the EPA issued its Record of Decision (ROO) Amendment for Ihe selection of Ihe final remedy. The ROD modified the EPA's previously proposed plan for partial excavation of Ihe radiological materials by reducing the depths of the excavation. The ROD also allows for variation in depths of excavation depending on radiological concentrations. The EPA and the PRPs are negotiating Consent Agreements to design and implement Ihe ROD remedy, and negotiations are expected to be completed in the first quarter of 2020. The estimated cost of the remedy, taking into account the current EPA technical requirements and the total costs expected lo be incurred by the PRPs In fully executing the remedy, Is approximately $280 million, including cost escalation on an undiscounted basis, which would be allocated among the Final group of PRPs. Generab'on has determined that a loss associated with the EPA's partial excavation and enhanced landfill cover remedy ia probable and has recorded a liability Included in the table above, that reflects management's bast eatimate of Cotter's allocable share of the ultimate cost. Given the Joint and several nature of this liability, Ihe magnitude of Generation's ultimate liability will depend on the actual costs incurred to Implement the required remediation remedy as welt as on the nature and terms of any cost-sharing arrangements with the final group of PRPs. Therefore, it Is reasonably possible that tha ultimate cost and Generation's associated allocable share could differ significantly once these uncertainties are resolved, which could have a material impact on Exelon's and Generation's future financial statements.

One of the other PRPs has indicated it will be making a contribution claim against Cotter for costs that it has Incurred to prevent the subsurface fire from spreading to those areas of the West Lake Landfill where radiological materials are believed to have been disposed. At oils time, Exelon and Generation do not possess sufficient Information to assess this claim and therefore are unable to estimate a range of loss, if any. As such, no liability has been recorded for the potential contribution claim. It is reasonably possible, however, that resolution of this matter could have a material, unfavorable impact on Exelon's and Generation's financial statements.

In January 2018, the PRPs were advised by the EPA that It will begin an additional investigation and evaluation of groundwater conditions at the West Lake Landfill. In September 2018, the PRPs agreed to an Administrative Settlement Agreement and Order on Consent for Ihe performance by tha PRPs of the groundwater RI/FS. The purpose of this RI/FS is to define tha nature and extent of any groundwater contamination from tha West Lake Landfill site and evaluate remedial alternatives. Generation estimates the undiscounted cost for Ihe groundwater RI/FS lo be approximately $20 million . Generation determined a loss associated with the RI/FS Is probebla and has recorded a liability included in the table above that reflects management's best estimate of Cottar's allocable share of the cost among the PRPs. At this time Generation cannot predict the likelihood or the extent to which, if any, remediation activities may be required and therefore cannot estimate a reasonably possible range of loss for response costs beyond those associated with the RI/FS component. It is reasonably passible, however, that resolution of this matter could have a material, unfavorable impact on Exelon's and Generation's future financial statements.

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COMBINED NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued)
(Dollars In millions, except per share data, unless otherwise noted)

In August, 2011, Cotter was notified by the OOJ that Cotter is considered a PRP with respect to the government's clean-up costs for contamination attributable to low level radioactive residues at a former storage and reprocessing facility named Latty Avenue near St. Louis. Missouri. Tha Latty Avenue site is included fn ComEd's Indemnification responsibilities discussed above as pari of the sale of Cotter. The radioactive residues had been generated initially In connection with the processing of uranium ores as part of Ihe U.S. Government's Manhattan Project. Cotter purchased the residues In 1969 for Initial processing at the Latty Avenue facility for the subsequent extraction of uranium and metals. In 1976, the NRC found that Ihe Latty Avenue site had radiation levels exceeding NRC criteria for decontamination of land areas. Latty Avenue was investigated and remediated by the United States Army Corps ol Engineers pursuant to funding under FUSRAP. The OOJ has not yet formally advised Ihe PRPs of the amount that it Is seeking, but it Is believed lo be approximately S90 million from all PRPs. Pursuant to a series of annual agreements since 2011, Ihe OOJ end the PRPs have tolled the statute of limitations until August 2019 so that settlement discussions could proceed. Generation has determined that a loss associated with this matter is probable under its indemnification agreement with Cotter and has recorded an estimated liability, which Is included in the table above.

Commencing in February 2012, a number of lawsuits have been filed in the U.S. District Court for the Eastern District of Missouri. Among the defendants were Exelon. Generation and ComEd, all of which ware subsequently dismissed from the ease, as wall as Cotter, which remains a defendant. The suits allege that Individuals living In the North St. Louis area developed some form of cancer or other serious illness due to Cotter's negligent or reckless conduct In processing, transporting, storing, handling and/or disposing of radioactive materials. Plaintiffs arc asserting public liability claims under the Price-Anderson Act. Their state law claims for negligence, strict Debility, emotional distress, and medical monitoring have been dismissed. In the event of a finding of liability against Cotter, It Is probable that Generation would be financially responsible due to Its indemnification responsibilities of Cotter described above. The court hes dismissed a number of the lawsuits as untimely, which has been upheld on appeal. Cotter and the remaining plaintiffs have engaged In settlement discussions pursuant to court-ordered mediation. Ouring the second quarter of 2018, Generation determined a loss was probable based on tha advancement of settlement proceedings and recorded an immaterial liability.

Benning Road Site (Exaton, Generation, PHI and Pepco). In September 2010. PHI received a letter from EPA identifying the Benning Road site as one of six land-based sites potentially contributing to contamination of tha lower Anacostia River. A portion of Ihe site was formerly the location of a Pepco Energy Services electric generating facility. That generating facility was deactivated in June 2012 and plant structure demolition was completed In July 2015. Tha remaining portion of the site consists of a Pepco transmission and distribution service center that remains in operation. In December 2011, the U.S. District Court for the District of Columbia approved a Consent Decree entered Into by Pepco and Pepco Energy Services with Ihe DOEE. which requires Pepco and Pepco Energy Services to conduct a Remediation Investigation (RI)/ Feasibility Study (FS) for the Banning Road site and an approximately 10 (o 15-acre portion of Ihe adjacent Anacostia River. Tha RI/FS will form the basis for the remedial actions for the Benning Road site and Tor tha Anacostia River sediment associated with the site. Tha Consent Decree does not obligate Pepco or Pepco Energy Servtaoa to pay for or perform any remediation work, but it is anticipated that DOEE will look to Pepco and Pepco Energy Services to assume responsibility for cleenup of any conditions In lha river that are determined to be attributable to past activities al tha Benning Road site. Pursuant to Exelon's March 23.2016 acquisition of PHI. Pepco Energy Services was transferred lo Generation.

Since 2013, Pepco and Pepco Energy Services (now Generation) have bean performing RI work and have submitted multiple draft RI reports to the DOEE. Once the RI work Is completed, Pepco and Generation will issue e draft "final" RI report for review and comment by DOEE and the public. Pepco and Generation will then proceed to develop an FS to evaluate possible remedial alternatives for submission to DOEE. The Court has established a schedule for completion of the RI and FS, and approval by the DOEE, by September 16,2021.

Upon DOEE's approval of the final RI and FS Reports, Pepco and Generation will have satisfied their obligations undar the Consent Decree. Al that point, DOEE will prepare a Proposed Plan regarding further response actions. After considering public comment on the Proposed Plan, DOEE will issue a Record of Decision identifying any further response actions determined to be necessary PHI, Pepco and Generation have determined lhat a loss associated with this matter is probable and have accrued an estimated liability, which is included in the table above.

Anacostia River Tidal Reach (Exelon, PHI and Pepco). Contemporaneous with the Benning RI/FS being performed by Pepco and Generation, DOEE and certain federal agencies have been conducting a separate RI/FS focused on the entire tidal reach of the Anacostia River extending from just north of the Maryland-O.C. boundary line to the confluence of the Anacostia and Potomac Rivers. In March 2016, DOEE released a draft of the rtvar-

wida RI Report for public review and comment. The river-wide RI incorporated the results of the dver sampling performed by Papco and Pepco Energy Services as part of the Benning RI/FS, as well as similar sampling efforts conducted by owners of other sites adjacent to this segment of the river and supplemental river sampling conducted by DOEE's contractor. DOEE asked Pepco, along with parties responsible for other sites along the river, to participate in a 'Consultative Wanting Group" to provide Input into the process for future remedial actions addressing tho entire tidal reach of tha river and to ensure proper coordination with the other river cleanup efforts currently underway, Including cleanup of the river segment adjacent to the Benning Road site resulting from the Banning RI/FS. Pepco responded that it will participate in tha Consultative Working Group, but its participation Is not an acceptance of any financial responsibility beyond the work that will be performed at the Benning Road site described above. In April 2018, OOEE released a draft remedial investigation report for public review and comment. Pepco submitted written comments to the draft RI and participated in a public hearing. Papco continues outreach efforts as appropriate to the agencies, governmental officials, community organizations and outer key stakeholders. In May 2018 the District of Columbia Council extended the deadline for completion of the Record of Decision from June 30, 2018 until Oecember 31, 2019. An appropriate liability far Pepco's share of Investigation costs haa been accrued and la Included in the table above. Although Pepco has determined that it is probable that costs for remediation will ba incurred, Pepco cannot estimate the reasonably passible range of loss at this time and no liability has been accrued for those future costs. A draft Feasibility Study of potential remedies and their estimated costs is being prepared by the agencies and is expected later in 2019, et which time Pepco will likely be in a better position to estimate the range of loss.

In addition to the activities associated with tha remedial process outlined above, there is a complementary statutory program that requires an assessment to determine it any natural resources have been damaged as a result of the contamination that is being remediated, and. If so, that a plan be developed by the federal, state and local Trustees responsible for those resources to restore them to their condition before Injury from the environmental contaminants. If natural resources are not restored, then compensation for the injury can ba sought from the party responsible for the release of tha contaminants. The assessment of Natural Resource Damages (NRD) typically takes place following cleanup because cleanups sometimos also effectively restore habitat. During the second quarter of 2018, Pepco became aware that tha Trustees are in Ihe beginning stages of this process that often takes many years boyond the remedial decision to complete. Pepco has concluded that a loss associated with the eventual NRD assessment is reasonably possible. Due to the very early stage of the assessment process It cannot reasonably estimate the range of loss.

COMBINED NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued) (Dollars in millions, except par share data, unless otherwise noted)

Litigation and Regulatory Matters

Asbestos Personal Injury Claims (Exelon and Generation). Generation maintains a reserve for claims associated with asbestos-related personal injury actions in certain facilities that are currently owned by Generation or ware previously owned by ComEd and PECO. Tha estimated liabilities are recorded on an undiscounted basis and exclude the estimated legal costs associated with handling these matters, which could ba material.

At March 31,2019 and Oecember 31,2018 , Generation had recorded estimated liabilities of approximately 177 million and (79 million , respectively, in total for asbestos-relatad bodily Injury claims. As of March 31, 2019 , approximately $25 million of this amount related to 239 open claims presented to Generation, while the remaining $52 million is for estimated future asbestos-related bodily injury cairns anticipated to arise through 2050, based on actuarial assumptions and analyses, which are updated on an annual basis. On a quarterly basis, Generation monitors actual experience against Ihe number of forecasted claims to be received and expected claim payments and evaluates whether adjustments to the estimated liabilities are necessary.

There is a reasonable possibility that Exelon may have additional exposure to estimated future asbestos-related bodily Injury claims in excess or (he amount accrued and the increases could have a material unfavorable impact on Exelon's and Generation's Financial statements.

Chy of Everett Tax Increment Financing Agreement (Exelon and Generation). On April 10, 2017, the City of Everett petitioned the Massachusetts Economic Assistance Coordinating Council (EACC) to revoke the 1999 tax increment financing agreement (TIF Agreement) relating to Mystic Units 8 and 9 on the grounds that tha total Investment in Mystic Units a and 9 materially deviates from the investment set forth in the TIF Agreement. On October 31, 2017, a three-member panel of the EACC conducted an administrative hearing on the City's petition. On November 30, 2017, tne hearing panel Issued a tentative decision denying the City's petition, finding that there was no material misrepresentation that would justify revocation of the TIF Agreement. On December 13, 2017, the tentative decision was adopted by Ihe full EACC. On January 12, 2018, the City filed a complaint in Massachusetts

Superior Court requesting, among other things, that tha court set aside the EACC's decision, grant the City's request to decertify the Project and Ihe TIF Agreement, and award the City damages for alleged underpaid taxes over the period of the TIF Agreement. Generation vigorously contested ihe City's claims before the EACC and will continue to do so In Ihe Massachusetts Superior Court proceeding. Generation continues lo believe that Ihe City's claim lacks merit. Accordingly. Generation has not recorded a liability for payment resulting from such a revocation, nor can Generation estimate a reasonably possible range of loss, if any. associated with any such revocation. Further, it Is reasonably possible that property taxes assessed In future periods, including those following the expiration of the currant TIF Agreement In 2019, could be material to Generation's results of operations and cash (lows.

General (All RrglMtnnts). Tha Registrants are Involved In various other litigation matters that are being delended and handled in the ordinary course of business The assessment of whether a loss Is probable or reasonably possible, and whether the loss or a range of loss is estimable, often Involves a series of complex judgments about future events. The Registrants maintain accruals for such losses that are probable of being Incurred and sublect to reasonable estimation. Management is sometimes unable to estimate an amount or range of reasonably possible loss, particularly where (1) Ihe damages sought are Indeterminate, (2) tha proceedings are in the early stages, or (3) the matters Involve novel or unsettled legal theories. In such eases, there Is considerable uncertainty regarding tha timing or ultimate resolution of such matters, including a possible eventual loss.

17. Supplemental Financial Information (All Registrants)

Supplemental Statement of Operations Infonnation

The following tables provide additional Infonnation about the Registrants' Consolidated Statements of Operations and Comprehensive Income for the three months ended March 31,2019 and 2018.

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CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

SECTION I - GENERAL INFORMATION

A. Legal name of trie Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

Exelon Energy Delivery Company. LLC

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. [ ] the Applicant
   OR
2. [x] a legal entity currently holding, or anticipated to hold within six months after City action on the contract, transaction or other undertaking to which this EDS pertains (referred to below as the "Matter"), a direct or indirect interest in excess of 7.5% in the Applicant. State the Applicant's legal

name: -Cownonwa~~alth Edison C~~ompany
   OR "

3. [ ] a legalentity with a direct or indirect right of control of the Applicant (see Section 11(B)(1)) State the legal name of the entity in which the Disclosing Party holds a right of control:

B. Business address of the Disclosing Party: 10 S. Dearborn St... 49th Floor
Chicago, IL 60603

C. Telephone: c/o 312-394-3504 Fax: Email: ange 1. perezgcomed.com

D. Name of contact person: Angelica Perez

E. Federal Employer Identification No. (if you have one):

F. Brief description of the Matter to which this EDS pertains. (Include project number and location of property, if applicable):

Acquisition of utility easement at 3540 S. Michigan Avenue, Chicago, Illinois 60653

G. Which City agency or department is requesting this EDS? Dept of Fleet & Facility Mgmt

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # *and Contract #*

SECTION II - DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

] Person
} Publicly registered business corporation] Privately held business corporation] Sole proprietorship j General partnership j Limited partnership j Trust
fx] Limited liability company
[ ] Limited liability partnership
[ ] Joint venture
[ ] Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
[ ] Yes [ ] No [ ] Other (please specify)

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable: Delaware

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

[ ] Yes [ ] No [ ] Organized in Illinois

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles, if applicable, of: (i) all executive officers and all directors of the entity; (ii) for not-for-profit corporations, all members, if any, which are legal entities (if there are no such members, write "no members which are legal entities"); (iii) for trusts, estates or other similar entities, the trustee, executor, administrator, or similarly situated party; (iv) for general or limited partnerships, limited liability companies, limited liability partnerships or joint ventures, each general partner, managing member, manager or any other person or legal entity that directly or indirectly controls the day-to-day management of the Applicant.

NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name Title
~~Spp Kxhihir A arractvri~~ - ~~Managamant Officiate~~
Exelon Corporation - Sole Member

2. Please provide the following information concerning each person or legal entity having a direct or indirect, current or

prospective (i.e. within 6 months after City action) beneficial interest (including ownership) in excess of 7.5% of the Applicant. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a

Exelon Energy Delivery Company. LLC

People Controlling Day-To-Day Management Of Disclosure Party

Name	Title
Robert A. Kleczynski	Vice President, Taxes
Benjamin Haas	Assistant Vice President, Taxes
Jonathan Lyman	Assistant Vice President, Taxes
Elisabeth J. Graham	Treasurer
(Catherine A. Smith	Secretary
Brian Buck	Assistant Secretary
Carter C. Culver	Assistant Secretary

#4620483

limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None."

NOTE: Each legal entity listed below may be required to submit an EDS on its own behalf.

Name Business Address Percentage Interest in the Applicant

please see attached sheer

SECTION III - INCOME OR COMPENSATION TO, OR OWNERSHIP BY, CITY ELECTED OFFICIALS

Has the Disclosing Party provided any income or compensation to any City elected official during the 12-month period preceding the date of this EDS? [XjYes [ ]No

Does the Disclosing Party reasonably expect to provide any income or compensation to any City elected official during the 12-month period following the dale of this EDS? pC] Yes [ ] No

If "yes" to either of the above, please identify below the name(s) of such City elected official(s) and describe such income or compensation:

see attached statement

Does any City elected official or, to the best of the Disclosing Party's knowledge after reasonable inquiry, any City elected official's spouse or domestic partner, have a financial interest (as defined in Chapter 2-156 of the Municipal Code ofChicago ("MCC")) in the Disclosing Party?

[.] Yes [X] No

If "yes," please identify below the name(s) of such City elected official(s) and/or spouse(s)/domestic partners) and describe the financial interest(s).

SECTION IV - DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist (as defined in MCC Chapter 2-156), accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll. If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Section II-B-2 - Legal entities with direct interest in the Disclosing Party

Exelon Corporation is the 100% owner of Exelon Energy Delivery Company, LLC. This publicly traded entity is regulated by and required to make periodic filings with the federal Securities and Exchange Commission under the Public Utility Holding Company Act and falls under exception l(i) of the Rules Regarding Economic Disclosure Statement and Affidavit most recently dated December 17, 2015. The Form 10-K for calendar year 2018 was filed on February 8, 2019. The Form 10-Q for the first quarter 2019 was filed on May 2, 2019. Both Forms have been provided. As of mid-February 2019 (the date of the latest reliable reportable information), only two EDS-exempt entities held an interest of greater than 7.5% in Exelon Corporation - The Vanguard Group (a registered investment adviser filing a Form ADV which is available upon request) held a 8.25% interest and BlackRock, Inc., a publicly traded financial firm whose *relevant SEC filings can be similarly made available upon request, held a 7.80% interest.*

Section HI - Additional Information - Exelon Energy Delivery Company. LLC

The Disclosing Party and/or its affiliates may have engaged the law firm of Kiafter & Burke for legal representation during the 12-month period preceding the date hereof and may do so during the 12-month period following the date hereof. Aldennan Edward M. Burke is a principal of Kiafter & Burke.

Name (indicate whether retained or anticipated to be retained)	**Business Address**	**Relationship to Disclosing Party (subcontractor, attorney,** lobbyist, etc.)	**Fees (indicate whether paid or estimated.) NOTE:** "hourly rate" or "tb.d." is not an acceptable response.

(Add sheets if necessary)

[$ Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities .

SECTION V - CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under MCC Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

[ ] Yes [ ] No [X] No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

[ ] Yes [ ] No

B. FURTHER CERTIFICATIONS

1. [This paragraph 1 applies only if the Matter is a contract being handled by the City's Department of Procurement Services.] In the 5-year period preceding the date of this EDS, neither the Disclosing Party nor any Affiliated Entity [sec definition in (5) below] has engaged, in connection with the performance of any public contract, the services of an integrity monitor, independent private sector inspector general, or integrity compliance consultant (i.e., an individual or entity with legal, auditing, investigative, or other similar skills, designated by a public agency to help the agency monitor the activity of specified agency vendors as well as help the vendors reform their business practices so they can be considered for agency contracts in the future, or continue with a contract in progress).

2. The Disclosing Party and its Affiliated Entities are not delinquent in the payment of any fine, fee, tax or other source of indebtedness owed to the City ofChicago, including, but not limited to, water and sewer charges, license fees, parking tickets, property taxes and sales taxes, nor is the Disclosing Party delinquent in the payment of any tax administered by the Illinois Department of Revenue.

3. **The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section 11(B)(1) of this EDS:**

a. **are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;**

b. **have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;**

c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;

d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and

e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

4. The Disclosing Party understands and shall comply with the applicable requirements of MCC Chapters 2-56 (Inspector General) and 2-156 (Governmental Ethics).

5. Certifications (5), (6) and (7) concern:
- the Disclosing Party;
- any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section TV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity). Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity. With respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
- any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor, nor any Agents have, during the 5 years before the date of this EDS, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the 5 years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;

b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or

c. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or

d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5) (Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).

6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.

8. [FOR APPLICANT ONLY] (i) Neither the Applicant nor any "controlling person" [see MCC Chapter 1-23, Article I for applicability and defined terms] of the Applicant is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any "sister agency"; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If MCC Chapter 1-23, Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.

9. [FOR APPLICANT ONLY] The Applicant and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed as having an active exclusion by the U.S. EPA on the federal System for Award Management ("SAM").

10. [FOR APPLICANT ONLY] The Applicant will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Certifications (2) and (9) above and will not, without the prior written consent of the City, use any such

contractor/subcontractor that does not provide s\ich certifications or that the Applicant has reason to believe has not provided or cannot provide truthful certifications.

11. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:
_a.ee <http://_a.ee> attached explanar inn

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

12. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all

current employees of the Disclosing Party who were, at any time during the 12-month period preceding the date of this EDS, an employee, or elected or appointed official, of the City of Chicago (if none, indicate with "N/A" or "none").

none - sop arrarhpri ovpianaH^H :

13. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City ofChicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than S2S per recipient, or (iii) a political contribution otherwise duly reported as required by law (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient,

none - see attached explanation

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)
   [ ]is [x] is not

   a. "financial institution" as defined in MCC Section 2-32-455(b).

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in MCC Chapter 2-32. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in MCC Chapter 2-32. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in MCC Section 2-32-455(b)) is a predatory lender within the meaning of MCC Chapter 2-32, explain here (attach additional pages if necessary):

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION REGARDING FINANCIAL INTEREST IN CITY BUSINESS

Any words or terms defined in MCC Chapter 2-156 have the same meanings if used in this Part D.

1. In accordance with MCC Section 2-156-110: To the best of the Disclosing Party's knowledge after reasonable inquiry, does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

[.] Yes [x] No

NOTE: If you checked "Yes" to Item D(l), proceed to Items D(2) and D(3). If you checked "No" to Item D(l), skip Items D(2) and D(3) and proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

[ ] Yes [ ] No

3. If you checked "Yes" to Item D(l), provide the names and business addresses of the City officials or employees having such financial interest and identify the nature of the financial interest:

Name	Business Address	Nature of Financial Interest

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either (1) or (2) below. If the Disclosing Party checks (2), the Disclosing Party must disclose below or in an attachment to this EDS all information required by (2). Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the

City .

X_1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

2. The Disclosing Party verifies that, as a result of conducting the search in step (1) above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

)

SECTION VI - CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

This matter i3 not federally funded A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995, as amended, who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995, as amended, have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay

any person or entity listed in paragraph A(l) above for his or her lobbying activities or to pay any

person or entity to influence or attempt to influence an officer or employee of any agency, as defined

by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee

of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A (l) and A(2) above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Cade of 1986 but has not engaged and will not engage in "Lobbying Activities," as that term is defined in the Lobbying Disclosure Act of 1995, as amended.

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A(l) through A(4) above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?
[ ] Yes [ ] No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)
[ ] Yes [ ] No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?
[ ] Yes [ ] No [ ] Reports not required

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?
[ ] Yes [ ] No

If you checked "No" to question (1) or (2) above, please provide an explanation:

SECTION VII - FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Parry understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City Ln connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at www.citvofchicaeo.org/Ethics <http://www.citvofchicaeo.org/Ethics>. and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, TL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other City transactions. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided in, and appended to, this EDS may be made publicly available on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any infonnation submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to MCC Chapter 1-23, Article I (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

CERTIFICATION

Under penalty of perjury, the person signing below: (I) warrants that he/she is authorized to execute this EDS, and all applicable Appendices, on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS, and all applicable Appendices, are true, accurate and complete as of the date furnished to the City.

Fyolnn Energy npHvory rVimpany ITT.
(Print or type exact legal name or Disclosing Party)

(Sign here)

(Print or type name of person signing)

(Print or type title of person signing)

Signed and sworn to before me on (date)

at County, (U

Notary Public

Corrimission expires:

OFFICIAL SEAL LAJJRCAWIRTZ
w oa-pen wmmmn

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5%. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under MCC Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or, adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B. 1 .a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5% ownership interest in the Disclosing Party, "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.[v]

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

'i

[ ] Yes [x] No

see attached comment

If yes, please identify below (I) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX B

BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5% (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

1. Pursuant to MCC Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

[]Yes [xlNo

2. If the Applicant is a legal entity publicly traded on any exchange, is any officer or director of the Applicant identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

[ ] Yes [ ] No [X] The Applicant is not publicly traded on any exchange.

3. If yes to (1) or (2) above, please identify below the name of each person or legal entity identified as a building code scofflaw or problem landlord and the address of each building or buildings to which the pertinent code violations apply.

CITY OF CHICACO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX C

PROHIBITION ON WAGE & SALARY HISTORY SCREENING - CERTIFICATION

This Appendix is Co be completed only by an Applicant that is completing this EDS as a "contractor" as defined in MCC Section 2-92-385. That section, which should be consulted (www.amlegal.com <http://www.amlegal.com>). generally covers a party to any agreement pursuant to which they: (i) receive City of Chicago funds in consideration for services, work or goods provided (including for legal or other professional services), or (ii) pay the City money for a license, grant or concession allowing them to conduct a business on City premises.

On behalf of an Applicant that is a contractor pursuant to MCC Section 2-92-385,1 hereby certify that the Applicant is in compliance with MCC Section 2-92-3 85(b)(1) and (2), which prohibit: (i) screening job applicants based on their wage or salary history, or (ii) seeking job applicants' wage or salary history from current or former employers. I also certify that the Applicant has adopted a policy that includes those prohibitions.

[ ]Yes

[ ]No

[X] N/A -1 am not an Applicant that is a "contractor" as defined in MCC Section 2-92-385. This certification

shall serve as the affidavit required by MCC Section 2-92-385(c)(l). If you checked "no" to the above, please

explain.

Response to question lit- Comments on Section V-B Further Certifications

V-B-1: This certification does not apply to the Disclosing Party as the Matter is not a contract being handled by the City's Department of Procurement Services.

V-B-2: The Disclosing Party, to the best of its knowledge, certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, except for taxes that are being contested in good faith in applicable legal proceedings (whether judicial or administrative). To the best of the knowledge of the Disclosing Party, neither the Disclosing Party nor its Affiliated Entities are delinquent in paying any fine, fee, tax or other source of indebtedness owed to the City ofChicago ("Debts") except for Debts which are being contested in good faith in applicable legal proceedings.

Representatives and agents of the Disclosing Party and its Affiliated Entities meet with City representatives or other receive information from the City on a monthly or other regular basis to identify outstanding Debts duly payable by the Disclosing Party and its Affiliated Entities and any such Debts are settled accordingly.

V-B-3-a: Disclosing Party certifies to this Statement to the best of its knowledge.

V-B-3-b, c and e and V-B-5-a, b and c: The Disclosing Party is routinely involved in litigation in various state and federal courts. With nearly 33,000 full-time equivalent employees, such a large business presence and a wide variety of activities subject to complex and extensive regulatory frameworks at the local, state, and federal levels, it is not possible for the Disclosing Party and its Affiliated Entities to perform due diligence across the full panoply of associates in preparing the Disclosing Party's response and it is possible that allegations or findings of civil or criminal liability, as well as the termination of one or more transactions for various reasons may have arisen and pertain to or be the subject of matters covered in these certifications. The Disclosing Party (including with respect to those persons identified in Section 11(B)(1) who are employed by the Disclosing Party) makes all required disclosures in the Forms 10-K, 10-Q and 8-K (filed by its parent corporation, the Exelon Corporation, with the Securities and Exchange Commission) and in the Annual Report of its parent corporation as posted on its website. These filings include disclosures of investigations and litigation as required by the securities regulatory organizations and federal law, and are publicly available (a copy of the "Environmental Remediation Matters" or "Environmental Issues" and "Litigation and Regulatory Matters" portions of the Forms 10-K and 10-Q filed by the Disclosing Party's parent corporation for calendar year 2018 and the first quarter of 2019 are attached). The Disclosing Party cannot confirm or deny the existence of any other non-public investigation conducted by any governmental agency unless required to do so by law. With respect to those persons identified in Section 11(B)(1) who are not employed by the Disclosing Party (such as Independent directors), such persons are involved in a wide variety of business, charitable, social and other activities and transactions independent of their activities on behalf of the Disclosing Party and the Disclosing Party cannot further certify. As for any unrelated Contractor, Affiliated Entity or such Contractors or Agents of either ("Unrelated Entities"), however, the Disclosing Party certifies that with respect to the Matter it has not and will not knowingly hire, without disclosure to the City of Chicago, any Unrelated Entities who are unable to certify to such statements and the Disclosing Party cannot further certify as to the Unrelated Entities. It is the Disclosing Party's policy to diligently investigate any allegations

relevant to the requested certifications, promptly resolve any allegations or findings and at all times comply in good faith with all applicable legal requirements.

V-B-3-d: The Disclosing Party performed due diligence within the Governmental and External Affairs department of the Applicant ("Governmental Group") to determine whether any Governmental Group employees were aware of any public transactions (federal, state or local) having been terminated for cause or default within the last five years, and none of such employees were aware of any such transactions.

V-B-5 and 6: Please note that our responses are on behalf of the Disclosing Party and its Affiliated Entities only and not on behalf of any Contractors.

V-B-5-d, 6 and 7. Disclosing Party certifies to this Statement to the best of its knowledge.

Comment on Section V-B-12 Certification

V-B-12: To the best of Disclosing Party's knowledge after reasonable inquiry, none of the persons identified in Section 11(B)(1) of this EDS were employees, or elected or appointed officials of the City of Chicago during the period of July 1, 2018 through July 1, 2019. Disclosing Party is unaware of any additional employee having been a City of Chicago employee or elected or appointed official during the period of July 1, 2018 through July 1, 2019, but did not, for its new hires during the period previously described, collect data on immediately preceding employment by the City of Chicago or status of a new hire as an elected or appointed official of the City of Chicago.

Comment on Section V-B-13 Certification

V-B-13: The Disclosing Party certifies to the best of its knowledge that there have been no gifts within the prior 12 months to an employee, or elected or appointed official of the City of Chicago.

Comment on Appendix A - Familiar Relationships

To the best of Disclosing Party's knowledge after reasonable inquiry, none of the Disclosing Party's "Applicable Parties" or any Spouses or Domestic Partners thereof currently have a "familial relationship" with an elected city official or department head.

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Combined Notes to Consolidated Financial Statements - (Continued) (Dollars In millions, except par share data unless otherwise noted)

A3 of Oecember 31. 2018 and 2017 , the amount of SNF storage costs for which reimbursement has been or will be requested from ths DOE under the OOE settlement agreements is as follows:

DOE receivable • currant <*> OOE receivable - noncurrentW Amounts owed to co-owners WW

a) Recorded in Accounts recoivable, other.
b) Recorded in Oafarrsd debits end other assets, other
c) Non-CENG amounts owed to co-ownere are recorded In Accounts receivable, olhar. CENG amounts owed to co-owners ere recorded In Accounts payable. Represents amounts owed to the co-owners of Pseeh Bottom, Quad Cilies, and Nine Mile Point Unit 2 generating faciltUes.

The Standard Contracts with the DOE also required the payment to Ihe DOE of a one-lime fee applicable to nuclear generation through April 6, 1983. The fee related to the former PECO units has been paid. Pursuant to the Standard Contracts, ComEd previously elected to defer payment of the one-time fee of 1277 million for its units (which are now part of Generation), with Interest to the date of payment, until just prior to the first delivery of SNF to tha DOE. The unfunded liabilities for SNF disposal costs, including (he one-time fee, were transferred to Generation as part of Exelon's 2001 corporate restructuring. A prior owner of FitzPatrick also elected lo defer payment of ths one-time

(Dollars In millions, except par share data unlaaa otherwise noted)

fee of $34 million , with Interest to the date of payment, for the FitzPatrick unit. As part of ihe FitzPatrtck acquisition on March 31.2017, Generation assumed a SNF liability for the DOE one-time fee obligation with interest related to FltzPatrick along with an offsetting asset for the contractual right to reimbursement from NYPA. a prior owner of FitzPatrick, for amounts paid for Ihe FitzPatrick OOE one-time (ea obligation. The amounts ware recorded at fair value. See Note 4 - Mergers. Acquisitions and Dispositions for additional Information on Ihe FltzPatrick acquisition. As of December 31, 2018 and 2017 , the SNF liability for the one-time fee with interest was 11.171 million and $1,147 million , respectively, which la Included In Exelon's and Generation's Consolidated Balance Sheets. Interest for Exelon's and Generation's SNF liabilities accrues at the 13-week Treasury Rats. The 13-week Treasury Rate In effect for calculation of the Interest accrual at December 31, 201S was 2.351% far the deferred amount transferred from ComEd and 2.217% for the deferred FitzPatrick amount. The outstanding one-time fee obligalions for the Nine Mile Point, Glnna, Oyster Creek and TMI units remain with the former owners. The Clinton and Calvert Cliffs units have no outstanding obligation. See Note 11 - Fair Value of Financial Assets and Liabilities for additional Information.

Environmental Remediation Matters

General (All Registrants). The Registrants' operations have in the past, and may in ths future, require substantial expenditures to comply wflh environmental laws. Additionally, under Federal and state environmental laws, the Registrants are generally liable for tha costs of remediating environmental contamination of property now or formally owned by them and of property contaminated by hazardous substances generated by them. The Registrants own or lease a number of real estate parcels, including parcels an which their operations or the operations of others may have resulted In contamination by substances that are considered hazardous under environmental laws. In addition, tha Registrants are currently Involved in a number of proceedings relating to sites where hazardous substances have been deposited and may,bo subject to additional proceedings in the future. Unless otherwise disclosed, the Registrants cannot reasonably estimate whether they will Incur significant liabilities for additional investigation and remediation costs at these or additional sites Identified by Ihe Registrants, environmental agencies or others, or whether such costs will be recoverable from third parties. Including customers. Additional costs could have a material, unfavorable impact on the Registrants' financial statements.

MGP Sites (Exelon and the Utility Registrants). ComEd, PECO, BGE and DPL have identified sites where former MGP or gas purification activities have or may have resulted in actual site contamination. For almost all of these sites, there are additional PRPs thai may share responsibility for the ultimate remediation of each location.

ComEd has Identified 42 sites, 21 of which have been remediated and approved by the Illinois EPA or the U.S. EPA and 21 that are currently under some degree of active study and/or remediation. ComEd expects ths majority of the remediation at these sites to continue through at least 2023.

PECO has identified 26 sites, 17 of which have been remediated in accordance with applicable PA DEP regulatory requirements and 9 that are currently under some degree of active study and/or remediation. PECO expects tha majority of Ihe remediation at these sites to continue through at least 2022.

BGE has Identified 13 sites, 9 of which have been remediated and approved by the MDE and 4 that require some level of remediation and/or ongoing activity. BGE expects tha majority of the remediation at these sites to continue trough at least 2019.

DPL has Identified 3 sites. 2 of which remediation has been completed and approved by the MDE or the Delaware Department of Natural Resources and Environmental Control, The remaining site is under study and the required cost at the site is not expected to be material.

The historical nature of Sis MGP sites and tha fact that many of the sites have bean buried and built over, impacts the ability to determine a precise estimate of the ultimate costs prior to Initial sampling and determination of the exact scope and method of remedial activity. Management determines Its best estimate of remediation costs using all available Infonnation at the lime of each study, including probabilistic and deterministic modeling ror ComEd and PECO, and the remediation standards currently required by the applicable stats environmental agency.. Prior to completion of any significant clean up, each site remediation plan is approved by Ihe appropriate stats environmental agency.

ComEd, pursuant to an ICC order, and PECO, pursuant to settlements of natural gas distribution rata cases with ths PAPUC, are currently recovering environmental remediation coats of former MGP facility sites through customer rates. See Note 4 - Regulatory Matters for additional Infonnation regarding the associated regulatory assets. While BGE and DPL do not have riders for MGP clean-up costs, they have historically received recovery of actual clean-up costs In distribution rates.

Outing the third quarter of 2018, the Utility Registrants completed a study of their future estimated environmental remediation requirements. Ths study resulted In a S4B million increase to tha environmental liability and related regulatory asset for ComEd. The increase was primarily due to a revised closure strategy at one site, which resulted in an Increase In the excavation area and depth of impacted soils from the site. The study did not result in a material change to the environmental liability for PECO, BGE, Pepco, DPL, and ACE.

As of December 31,2018 and 2017, the Registrants had accrued lha following undiscounted amounts for environmental liabilities in Other current liabilities and Other deferred credits and other liabilities within their respective Consolidated Balance Sheets:

			Total onwlronnitntal InvwHoiHonPortion of total lolattd to MGP DoumfeorSl.mifl and rtmoojoMow m-rvo	trtwjpgitfon ond ronwdloSon
Exelon	i	$	498	$ 358
Generation			108	-
, ComEd			329	327
^ PECO			27	25
BGE			54	

PHI	27	-
Pepco	25	-
OPL	I_	
ACE	1-	

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Combined Notes to Consolidated Financial Statements - (Continued)
(Dollars In millions, except per share data unless otherwise noted)

	DocMnborS1,2017	Total •nvrroninintol\ tnvoarlgallonPortion at loMralotod to M0» ondnwntdtatlonfoooivB	IlffwUftltoiindmmodlotfon
Exelon	**$**	**466**	**S 315**
Generation		t17	-
ComEd		**285**	**283**
PECO		30	28
BGE		54	
PHI		29	-
Pepco		27	-
DPL		1_	
ACE		1_	

Coffer Corporation (Exelon and Generation). The EPA has advised Cotter Corporation (Cotter), a former ComEd subsidiary, that it ia potentially liable in connection with radiological contamination at a site known as tha West Lake Landfill In Missouri. In 2000, ComEd sold Cotter to an unaffiliated third-party. As part of the sale, ComEd agreed to indemnify Cotter for any liability arising in connection with the West Lake Landfill. In connection with Exelon's 2001 corporate restructuring, this responsibility to indemnify Cotter was transferred to Generation. On May 29, 2008. the EPA Issued a Record of Decision (ROD) approving a landfill cover remediation approach. By latter dated January 11. 2010, Ihe EPA requested that Ihe PRPs perform a supplemental feasibility study for a remediation alternative that would Involve complete excavation of the radiological contamination. On September 30.2011, the PRPs submitted the supplemental foasibiHty study to the EPA far review. Since June 2012, the EPA has requested (hat Ihe PRPs perform a series of additional analyses and groundwater and soil sampling as part of Ihe supplemental feasibility study. This further analysis was focusod on a partial excavation remedial option. The PRPs provided the draft final Remedial Investigation and Feasibility Study (RI/FS) to the EPA In January 2018, which formed the basis far EPA's proposed remedy selection, as farther discussed below. There are currently three PRPs participating in Ihe West Laka Landfill remediation proceeding. Investigation by Generation has identified a number of other parties who also may be PRPs and could bo liable to contribute to the final remedy. Further investigation is ongoing.

On September 27, 2018 the EPA issued Its ROD Amendment for the selection of the final remedy for the West Lake Landfill Superfund site. Ths ROO modifies the EPA's previously proposed plan for partial excavation of Ihe radiological materials by reducing the depths or the excavation. The ROD also allows for variation In depths of excavation depending on radiological concentrations. The EPA estimates that the ROO will result in a reduction of both radiological and non-radfological waste excavated, with corresponding reductions In the cost and schedule for the remedy. The next step Is Ihe negotiation of a Consent - Agreement by Ihe EPA with Ihe PRPs to Implement the ROD, a process that is expected to be completed In the first quarter of 2020. The estimated cost of the remedy, taking into account tha current EPA technical requirements and tha total costs expected (o be incurred by Ihe PRPs In fully executing Iha remedy, is approximately $280 million , including cost escalation on an undiscounted basis, which would be allocated among the final group of PRPs. Generation has determined that a loss associated with the EPA's partial excavation and enhanced landfill cover remedy Is probable and has recorded a liability included fn Ihe table above, that reflects mansgement's bast estimate of Cotter's allocable share of the ultimate cost for the entire remediation effort. Given the joint and several nature or this liability, tha magnitude of Generation's ultimate liability will depend on the actual costs incurred to Implement the required remediation remedy as well as on the nature and terms ot any cost-sharing arrangements with the final group of PRPs. Therefore, it ia reasonably possible that the ultimate cost and Generation's associated allocable share could differ significantly once these uncertainties are resolved, which, could have a material Impact on Exelon's and Generation's future financial statements.

On January 16, 2018, the PRPs were advised by Ihe EPA that il will begin an additional investigation and evaluation of groundwater conditions at the West Lake Landfill. In September 2018, Ihe PRPs agreed to an Administrative Settlement Agreement and Order on Consent for Ihe performance by the PRPs of the groundwater RI/FS and reimbursement of EPA's oversight costs. The purposes of this new RI/FS are to define the nature and extent of any groundwater contamination from the West Lake Landfill sife, determine the potential risk posed to human health and the environment, and evaluate remedial alternatives. Generation estimates the undiscounted cost for the groundwater RI/FS for West Lake to be approximately $20 million . Generation determined a loss associated with Ihe RI/FS Is probable and has recorded a liability Included In the table above that reflects management's best estimate of Cotter's allocable share of the coat among the PRPs. At this time Generation cannot predict the likelihood

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Combined Notee to Consolidated Financial Statements - (Continued) (Dollars In millions, except per share data unless otherwise noted)

or the extent to which, If any, remediation activities will be required and cannot estimate a reasonably possible range of loss for response costs beyond those associated with the RI/FS component. It is reasonably passible, however, that resolution of this matter could have a material, unfavorable impact on Exelon's and Generation's future financial statements.

During December 2015, the EPA took two actions related to the West Lake Landfill designed to abate what it termed as Imminent and dangerous conditions at the landfill. The first involved installation by the PRPs of a non-combustlble surface caver to protect against surface fires In areas where radiological materials are believed to have been disposed which was completed in 2018. The second action involved EPA's public statement that it will require the PRPs to construct a barrier wall in an adjacent landfill to prevent a subsurface fire from spreading to those areas of the West Lake Landfill where radiological materials are believed to have been disposed. At this time, Generation believes that the requirement to build a barrier wall is remote in light of other technologies that have been employed by the adjacent landfill owner. Finally, one of the other PRPs, the landfill owner and operator of the adjacent landfill, has Indicated that it will be making a contribution claim against Cotter for costs that it has incurred to prevent the subsurface fire from spreading to thoso areas of the West Lake Landfill where radiological materials are believed to have been disposed. At this lime, Exelon and Generation do not possess sufficient Information to assess this claim and therefore are unable to estimate a range of loss, if any. As such, no liability has been recorded for the potential contribution claim. It Is reasonably possible, however, that resolution of this matter could have a material, unfavorable Impact on Exelon's and Generation's financial statements.

On August 8, 2011, Cotter was notified by the DOJ that Cotter is considered a PRP with respect to the government's clean-up costs tor contamination attributable to low level radioactive residues at a former storage and reprocessing facility named Latty Avenue near St. Louis, Missouri. The Latty Avenue site is included In ComEd's indemnification responsibilities discussed above as part of the sale of Cottor. The radioactive residues had boon generated Initially In connection with the processing of uranium ores as part of the U.S. Government's Manhattan Project. Cotter purchased the residues In 1969 for Initial processing at the Latty Avenue facility for the subsequent extraction of uranium and metals. In 1976, the NRC found that the Latty Avenue site had radiation levels exceeding NRC criteria for decontamination of land areas. Latty Avenue wes Investigated and remediated by the United States Army Corps of Engineers pursuant to funding under FUSRAP. The DOJ has not yet formally advised tha PRPs of Ihe amount that It is seeking, but it is believed to be approximately $90 million from all PRPs. The DOJ and the PRPs agreed lo toll tha statute of limitations until August 2019 so that settlement discussions could proceed. Generation has determined that a loss associated with this matter is probable under Its Indemnification agreement with Cotter and has recorded en estimated liability, which is Included In the table above.

Commencing in February 2012, a number of lawsuits have been filed in the U.S. District Court for the Eastern Dlstnct of Missouri. Among the defendants were Exelon, Generation end ComEd, all of which were subsequently dismissed from the case, as well as Cotter, which remains a defendant The suits allege that individuals living In the North St. Louis area devoloped some form of cancer or other serious Illness due to Cotter's negligent or reckless conduct in processing, transporting, storing, handling and/or disposing of radioactive materials. Plaintiff!; are asserting public liability claims under the Price-Anderson Act. Their state law claims for negligence, strict liability, emotional distress, and medical monitoring have been dismissed. In the event of a finding of liability against Cotter, it is probable that Generation would ba financially responsible due to its indemnification responsibilities of Cotter described above. The court has dismissed a number of the lawsuits as untimely, which has been upheld on appeal. Cotter and ths remaining plaintiffs have engaged In settlement discussions pursuant to court-ordered mediation. During tha second quarter of 2018, Generation determined a loss was probable based on ths advancement of settlement proceedings and recorded en Immaterial liability.

Banning Road Site (Exelon, Generation, PHI and Pepco;. In September 2010, PHI received a letter from EPA identifying the Benning Road site as one of six land-based sites potentially contributing to contamination of the lower Anacostia River. A portion of the site was formerly the location of a Pepco Energy Services electric generating facility. That generating facility was deactivated in June 2012 and plant structure demolition was completed In July 2015. The remaining portion of Ihe site consists of a Pepco transmission and distribution service center that remains in operation. In Oecember 2011, the U.S. District Court for the District of Columbia approved a Consent Decree entered into by Pepco and Papco Energy Services with the DOEE, which requires Pepco and Pepco Energy Services to conduct a Remediation Investigation (RI)/ Feasibility Study (FS) for ths Benning Road Site and an approximately 10 to 15-acre portion of the adjacent Anacostia River. The RI/FS will form the basis for the remedial actions for the Banning Road site and for the Anacostia River sediment associated with the site. The Consent Decree does not obligate Pepco or Pepco Energy Services to pay for or perform any remediation work, but it is anticipated that DOEE will look to Pepco and Pepco Energy Services to assume responsibility for cleanup of any conditions in Ihe river

that are determined to be attributable to past activities at the Benning Road site. Pursuant to Exelon's March 23, 2016 acquisition ot PHI, Pepco Energy Services was transferred to Generation.

Sines 2013, Pepco and Pepco Energy Services (now Generation) have been performing RI work and have submitted multiple draft Ri reports to the DOEE Once the RI work Is completed, Pepco and Generation will issue a draft "final' RI report for review and comment by DOEE and tha public. Pepco and Generation will then proceed to develop an FS to evaluate possible remedial alternatives for submission to DOEE. The Court has established a schedule for completion of the RI and FS, and approval by the DOEE, by May 6,2019.

Upon OOEE's approval of the final RI and FS Reports, Pepco and Generation will have satisfied their obligations under the Consent Decree. At that point, DOEE will prepare a Proposed Plan regarding further response acllons. After considering public comment on the Proposed Plan, DOEE will iesue a Record of Decision Identifying any further response actions determined to be necessary. PHI, Pepco and Generation have determined that a loss associated with this matter Is probable and have accrued an estimated liability, which is Included In the table above.

Anacostia River Tidal Reach (Exelon, PHI and Pepco). Contemporaneous with the Benning RI/FS being performed by Pepco end Generation, DOEE and certain federal agencies have baen conducting a separate RI/FS focused on ths entire tidal reach of the Anacostia River extending from just north of the Maryland-O.C. boundary line to the confluence of Ihe Anacostia and Potomac Rivers. In March 2018, DOEE released a draft of tha river-wide RI Report for public review and comment The river-wlda RI incorporated the results of the river sampling performed by Pepco and Pepco Energy Services as part of Ihe Benning RI/FS, as well as similar sampling efforts conducted by owners of other sites ad|ecent to this segment of the river and supplemental river sampling conducted by DOEE's cant/actor. DOEE asked Pepco, along with parties responsible for other sites along the river, to participate in a 'Consultative Working Group' to provide Input Into Ihe process for future remedial actions addressing the entire tidal reach of the river and to ensure proper coordination with Ihe other river cleanup efforts currently underway, including cleanup of the river segment adjacent to the Benning Road site resulting from the Benning RI/FS. Pepco responded that it will participate in Ihe Consultative Working Group, but Its participation is not an acceptance of any financial responsibility beyond the work that will be performed at the Benning Road site described above. In April 2018, DOEE released a draft remedial investigation report for public review and comment. Pepco submitted written comments to the draft RI and participated in a public hearing. Pepco continues outreach efforts as appropriate to the agencies, governmental officials, community organizations and other key stakeholders In May 2018 the District of Columbia Council extended the deadline for completion of the Record of Decision from June 30, 2018 until December 31, 2019. An appropriate liability for Pepco's share of Investigation costs has been accrued and is Included In Ihe table above. Although Pepco has determined that it is probable that cosls for remediation will be Incurred. Pepco cannot estimate the reasonably possible range of loss at this time and no liability has baen accrued for those future cosls. A draft Feasibility Study of potential remedies and their estimated coals Is being prepared by the agencies and is expected to be released in 2019, at which time Pepco will likely be In a better position to estimate the range of loss.

In addition to the activities associated with the remedial process outlined above, there Is a complementary statutory program that requires an assessment lo determine If any natural resources have been damaged as a result of the contamination that Is being remediated, and. If so. that a plan be developed by the federal, slate and local Trustees responsible tor those resources to restore them to their condition before Injury from the environmental contaminants. If natural resources are not restored, then compensation for Ihe Injury can be sought from the party responsible for the release of Ihe contaminants. The assessment of Natural Resource Damages (NRD) typically lakes place following cleanup because cleanups sometimes also effectively restore habitat. During Ihe second quarter of 2018. Pepco became aware that the Trustees are in tho beginning stages of this process that often takes many years beyond the remedial decision to complete. Pepco has concluded that a loss associated with the eventual NRD assessment Is reasonably possible. Due to the very early stage of the assessment process it cannot reasonably estimate the range of loss.

Litigation and Regulatory Matters

Asbestos Personal Injury Claims (Exelon, Generation. ComEd and PECO). Generation maintains estimated liabilities for claims associated with asbestos-related personal injury actions in certain facaHies that are currently owned by Generation or ware previously owned by ComEd and PECO The estimated liabilities are recorded on an undiscounted basis and exclude the estimated legal costs associated with handling these matters, which could be material.

Al December 31.2016 and 2017 , Generation had recorded estimated liabilities of approximately $79 million and $76 million , respectively, in total for asbestos-related bodily Injury claims. As of December 31, 2018 , approximately $24 million of this amount related to 238 open claims presented to Generation; while the remaining $55 million is for estimated future asbestos-related bodily injury claims anticipated to arise through 2050, based on actuarial assumptions and analyses, which are updated on an annual basis. On a quarterly basis, Generation monitors ectual expenence against the number of forecasted claims to be received and expected daim payments and evaluates whether adjustments to the estimated liabilities are necessary

There is a reasonable possibility that Exelon may have additional exposure to estimated future asbestos-related bodily injury claims in excess of the amount accrued and tha increases could have a material unfavorable impact on Exelon's and Generation's financial statements.

Fund Transfer Restrictions (All Registrants). Under applicable iaw, Exelon may borrow or receive an extension of credit from its subsidiaries. Under the terms of Exelon's intercompany money pool agreement, Exelon can lend to, but not borrow from the money pool.

Under applicable law, Generation, ComEd, PECO, BGE, PHI. Pepco. DPL and ACE can pay dividends only from retained, undistributed or current earnings. A significant loss recorded at Generation, ComEd, PECO, BGE, PHI, Pepco, DPL or ACE may limit the dividends that these companies can distribute to Exelon.

ComEd has agreed in connection with financings arranged through ComEd Financing III that it will not declare dividends on any shares of ils capital stock In the event that: (1) it exercises ils right to extend the interest payment periods on the subordinated debt securities issued to ComEd Financing III; (2) it defaults on its guerantee of the payment of distributions on ihe preferred trust securities of ComEd Financing ill; or (3) an event of default occurs under the Indenture under which the subordinated debt securities are issued. No such event has occurred.

PECO has agreed in connection with financings arranged through PEC L.P. and PECO Trust IV that PECO will not declare dividends on any shares of its capital stock in the event that: (1) it exercises its right to extend the interest payment periods on the subordinated debentures, which were issued to PEC LP. or PECO Trust IV; (2) it defaults on ils guarantee of the payment of distributions on the Series D Preferred Securities of PEC L.P. or the preferred trust securities of PECO Trust IV; or (3) an event of default occurs under the Indenture under which the subordinated debentures are issued. No such event has occurred.

BGE is subject to restrictions established by the MDPSC that prohibit BGE from paying a dividend an its common shares If (a) after the dividend payment, BGE's equity ratio would be below 48% as calculated pursuant to the MDPSC's ratemaklng precedents or (b) BGE's senior unsecured credit rating is rated by two of the three major credit rating agencies below investment grade. No such event has occurred.

Pepco Is subject to certain dividend restrictions established by settlements approved in Maryland and the District of Columbia. Papco is prohibited from paying a dividend on its common shares if (a) after the dividend payment, Pepco's equity ratio would be 49% as equity levels Bre calculated under the ratemaking precedents of the MDPSC and DCPSC or (b) Pepco's senior unsecured credit rating is rated by one or the three major credit rating agencies below Investment grade. No such event has occurred.

DPL is subject to certain dividend restrictions established by settlements approved in Delaware and Maryland. DPL is prohibited from paying a dividend on its common shares if (a) after the dividend payment, OPL's equity ratio would be 48% as equity levels are calculated under the ratemaking precedents of the OPSC and MDPSC or (b) DPL's senior unsecured credit rating Is rated by one of the three major credit rating agencies below investment grade. No such event has occurred.

ACE is subject to certain dividend restrictions established by settlements aporoved in New Jersey. ACE is prohibited from paying a dividend on its common shares if (a) after the dividend payment, ACE's equity ratio would be 48% as equity levels are calculated under the ratemaking precedents of the NJBPU or (b) ACE's senior unsecured credit rating Is rated by one of the three major credit rating agencies below Investment grade. ACE is also subject to a dividend restriction which requires ACE to obtain the prior approval of the NJBPU before dividends can be paid it its equity as a percent of Its total capitalization, excluding securitization debt, falls below 30% . No such events have occurred.

Conduit Lease with City of Baltimore (Exelon and BGE). On September 23, 2015, the Baltimore City Board of Estimates approved an increase in annuel rental fees for access, to the Baltimore City underground conduit system

Combined Notes to Coneolldatid Financial Statements • (Continued) (Dollars In millions, except per share data unless otherwise noted)

effective November 1. 201S, from $12 million to $42 million , subject to an annual Increase thereafter based on lha Consumer Price Index. BGE subsequently entered Into litigation with the City regarding Ihe amount of and basis for establishing Ihe conduit fee. On November 30, 2016. Ihe Baltimore City Board of Estimates approved a settlement agreement entered Into between BGE and the City to resolve the dispulos and pending litigation related to BGE's use of and payment for the underground conduit system. As a result of Ihe settlement, (he parlies entered Into e six-year lease that reduces Ihe annual expense to $2S million in the first three years and caps the annual expense in the last three years to not more wan $29 million . BGE recorded a decrease lo Operating and maintenance expense in Ihe fourth quarter of 2016 of approximately $28 million for the reversal of the previously higher fees accrued as well as Ihe settlement of prior year disputed fee true-up amounts.

City of Everett Tax Increment Financing Agnnmant (Breton and Generation). On April 10,2017, the City of Everett petitioned the Massachusetts Economic Assistance Coordinating Council (EACC) to revoke the 1999 tax increment financing agreement (TIF Agreement) relating to Mystic 8 & 9 on the grounds that Ihe total investment in Mystic 6 & 9 materially deviates from the Investment set forth In the TIF Agreement. On October 31. 2017, a three-member panel of the EACC conducted an administrative hearing on the City's petition. On November 30, 2017, the hearing panel Issued a tentative decision denying the City's petition, finding that there was no material misrepresentation that would lustffy revocation of Ihe TIF Agreement. On December 13, 2017, the tentative decision was adopted by the full EACC. On January 12, 2018, the City died a complaint in Massachusetts Superior Court requesting, among other things, that the court set aside the EACC's decision, grant the City's request to decertify the Project and the TIF Agreement, and award the City damages for alleged underpaid taxes over Ihe period of the TIF Agreement. Generation vigorously contested the City's claims before the EACC and will continue to do so in the Massachusetts Superior Court proceeding. Generation continues to believe that (he City's claim lacks merit Accordingly, Generation has not recorded a liability for payment resulting from such a revocation, nor can Generation estimate a reasonably passible range of loss, if any, associated with any such revocation. Further, It Is reasonably possible that property taxes assessed In future periods, including those following the expiration of Ihe current TIF Agreement In 2019. could be material to Generation's financial statements.

Genera/ (All Raglatranta). Tha Registrants are Involved in various other litigation matters that are being defended and handled in the ordinary course of business. The assessment of whether a loss is probable or a reasonable possibility, end whether the loss or a range of loss is estimable, often involves a series of complex Judgments about future events. The Registrants maintain accruals for such losses that are probable of being incurred and subject to reasonable estimation. Management Is sometimes unable to estimate an amount or range of reasonably possible loss, particularly where (1) the damages sought are indeterminate, (2) the proceedings ere in the early stages, or (3) the matters involve navel or unsettled legal theories. In such cases, there is considerable uncertainty regarding the timing or ultimate resolution of such matters. Including a possible eventual loss.

23. Supplemental Financial Information (All Registrants)

Supplemental 8Utament of Operations Information

The following tables provide additional Infonnation about the Registrants' Consolidated Statements of Operations end Comprehensive Income for the years ended December 31,2018 . 2017 and 2016 .

.1 Forlhoyan andadDacambarSI. ZD1I

	Exalan	Oiiwnrtlon	CamEd	PECO	BOP.	PHI	Papco	DPL	ACE
Taxes other than Income									
Utility"[1]		S 919 , $			114 $	243 $	131 $	94	
$ 337 S 316 J 21	1 -								
Property	667	273.	30	19	143	84	88	32	3
Payroll	247	130	27	16	17	24	5	3	2
Other	60	39	11	1	-	-	-	-	_
Total taxes other than income		$ 1.783 $			556 $	311 $	163 $	254	
$ 455 $ 379 $ 56	$ 5								

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COMBINED NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued) (Dollars In millions, except per share data, unless otherwise noted)

In addition, the U.S. Congress could impose revenue-raising measures on the nuclear industry to pay public liability claims exceeding the $14.1 billion limit fora single Incident. '

As part of the execution of the NOSA on April 1, 2014, Generation executed an Indemnity Agreement pursuant to which Generation agreed to indemnify EOF end Us affiliates against third-party claims that may arise from any future nuclear Incident (as defined in the Price-Anderson Act) in connection with the CENG nuclear plants or their operations. Exelon guarantees Generation's obligations under this Indemnity. See Note 2 - Variable Interest Entities of the Exelon 201B Form 10-K for additional Information on Generation's operations relating to CENG.

Generation is required each year to report to the NRC the current levels and sources of property insurance that demonstrates Generation possesses sufficient financial resources to stabilize and decontaminate a reactor and reactor station site In the event of an accident. The property Insurance maintained for each facility Is currently provided through insurance policies purchased from NEIL, an industry mutual insurance company of which Generation Is a member.

NEIL may declare distributions to Its members as a result of favorable operating experience. In recent years NEIL has made distributions to Its members, but Generation cannot predict the level of future distributions or if they will continue at all.

Premiums paid to HEIL by Its members are also subject to a potential assessment for adverse loss experience In the form of s retrospective premium obligation. NEIL has never assessed this retrospective premium since Its formation In 1973. and Generation cannot predict the level of future assessments if any, The currant maximum aggregate annual retrospective premium obligation for Generation Is approximately $339 million . NEIL requires Its members to maintain an invoslmant grade credit rating or to ensure collectability of their annual retrospective premium obligation by providing a financial guarantee, letter of credit, deposit premium, or some other means of assurance.

NEIL provides 'all risk' property damage, decontamination and premature decommissioning Insurance for each station for losses resulting from damage to its nuclear plants, etther due to accidents or acts of terrorism. If Ihe decision is made to decommission the facility, a portion of the insurance proceeds will be allocated to a fund, which Generation is required by the NRC lo maintain, to provide for decommissioning the facility, tn the event of an Insured toss, Generation Is unable to predict the timing of the availability of insurance proceeds to Generation and tha amount of such proceeds (hat would be available. In tha event that one or more acts of terrorism cause accidental property damage within a twelve-month period from the first accidental property damage under one or more policies for all Insured plants, the maximum recovery by Exelon will be an aggregate of $3.2 billion plus such additional amounts as tha insurer may recover for all such losses from reinsurance, indemnity and any other source, applicable to such losses.

For Its Insured losses, Generation is self-Insured to the extent that losses are within the policy deductible or exceed the amount of insurance maintained. Uninsured losses and other expenses, to the extent not recoverable from insurers or the nuclear Industry, could slso be bome by Generation. Any such losses could have a material adverse effect on Exelon's and Generation's financial condition, results of operations and cash flows.

Environmental Remediation Matters

Gensre/ (All Registrants). The Registrants' operations have in tha past, and may in lha future, require substantial expenditures to comply with environmental laws. Additionally, under Federal and state environmental laws, the Registrants are generally liable for the coats of remediating environmental contamination of property now or formerly owned by (hem end of property contaminated by hazardous substances generated by them. The Registrants own or lease a number of real estate parcels, Including parcels on which their operations or the operations of others may have resulted In contamination by substances that are considered hazardous under environmental laws. In addition, tha Registrants are currently involved in a number of proceedings relating to sites where hazardous substances have baen deposited and may be subject to additional proceedings In the future. Unless otherwise disclosed, the Registrants cannot reasonably estimate whether they will incur significant liabilities for additional investigation and remediation costs at these or additional sites Identified by the Registrants, environmental agencies or others, or whether such costs will be recoverable from third parties, including customers. Additional costs could have a material, unfavorable impact in the Registrants' financial statements.

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COMBINED NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued) (Dollars in millions, except per share data, unless otherwise noted)

MOP Situs (Exolon, ComEd. PECO, BGE, PHI and DPL). ComEd, PECO. BGE and OPL have identified sites where termer MGP or gas purification activities have or may have resulted in actual site contamination. For almost all of these sites, there are additional PRPs that may share responsibility for the ultimate remediation of each location.^

ComEd has identified 42 sites, 21 of which have been remediated and approved by the Illinois EPA or the U.S. EPA and 21 that are currently under some degree of active study and/or remediation. ComEd expects the majority of the remediation at these sites to continue

COMBINED NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - (Continued) (Dollars In millions, except per share data, unless otherwise noted)

through at least 2023.

- PECO has identified 26 sites, 17 of which have been remediated in accordance with applicable PA DEP regulatory requirements and 9 that are currently under some degree of active study and/or remediation. PECO expects tha majority of the remediation at these sites to continue through at least 2022.

  BGE has identified 13 sites, 9 of which have been remediated and approved by the MDE and 4 that require some level of remediation and/or ongoing activity. BGE expects tha majority of the remediation at these sites to continue through at least 2019.

  DPL has Identified 3 sites, for 2 of which remediation has been completed and approved by the MDE or the Oelawsre'Oepartment of Natural Resources and Environmental Control. The remaining site Is under study and the required cost at the site is not expected to be material.

The historical nature of the MGP and gas purification sites and the fact that many of the sites have been buried and built over, impacts the ability to determine a precise estimate ot the ultimate coats prior to initial sampling and determination of the exact scope and method of remedial activity. Management determines its best estimate of remediation costs using all available Information at the time of each study, including probabilistic and deterministic modeling for ComEd and PECO, and the remediation standards currently required by the applicable state environmental agency. Prior to completion of any significant clean up, each site remediation plan Is approved by the appropriate state environmental agency.

ComEd, pursuant to an ICC order, and PECO, pursuant to settlements of natural gas distribution rate cases with the PAPUC, are currently recovering environmental remediation costs of former MGP facility sites through customer rates. See Note 6 - Regulatory Matters for sddltional infonnation regarding the associated regulatory assets. While BGE and DPL do not have riders for MGP clean-up costs, they have historically received recovery of actual clean-up costs In distribution rates.

As of March 31, 2019 and December 31. 2018 . the Registrants had accrued the following undiscounted amounts for environmental liabilities in Other current liabilities and Other deferred credits and other liabilities within their respective Consolidated Balance Sheets:

Mann 11. MM		Total analroninontat"orBon or uui Mated lo InvaatIgadon andMO* Imullartan and ramadlaHOT raaarva	ramadlattan
Exelon	9	488	S 347
Generation		108	-
ComEd		320	318
PECO		27	25
BGE		5	4
PHI		26	-
Pepco		24	-
DPL		1	-
ACE		1	-

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Pocamhorai. 2fn«		Total anvlrenmantalPortion ol total ratatad to bivaatfaatfon andMOP imaatIgadon and lamadladon maarva	iwnadlallaa
Exelon	**$**	**406 I**	**356**
Generation		108	-
ComEd		**329**	**327**
PECO		27	25
BGE		5	4
PHI		27	-
Pepco		25	-
OPL		1	-
ACE		1	, -

Cotter Corporation (Exelon and Generation). The EPA has advised Cotter Corporation (Cotter), a former ComEd subsidiary, that it Is potentially liable in connection with radiological contamination at a site known as the West Lake Landfill In Missouri. In 2000. ComEd sold Cotter to an unaffiliated third-party. As part of the sale, ComEd agreed to indemnify Cotter for any liability arising in connection with the West Lake Landfill. In connection with Exeton's 2001 corporate restructuring, this responsibility to indemnify Cotter was transferred to Generation. Including Cotter, there are three PRPs participating in the West Lake Landfill remediation proceeding. Investigation by Generation has identified a number of other parties who also may be PRPs and could be liable to contribute to the final remedy. Further investigation is ongoing.

In September 2018 the EPA Issued Its Record of Decision (ROD) Amendment for the selection of the final remedy. The ROD modified the EPA's previously proposed plan for partial excavation of Ihe radiological materials by reducing the depths of the excavation. The ROD also allows for variation in depths of excavation depending on radiological concentrations. The EPA and the PRPs are negotiating Consent Agreements to design and implement the ROD remedy, and negotiations are expected to be completed in the first quarter of 2020. The estimated cost of the remedy, taking into

account the current EPA technical requirements and the total costs expected to be Incurred by the PRPs in fully executing the remedy, is approximately J280 million. Including cost escalation on an undiscounted basis, which would be allocated among the final group of PRPs. Generation has determined that a loss associated with the EPA's partial excavation and enhanced landfill cover remedy is probable and has recorded a liability included in the table above, that reflects management's best estimate of Cotter's allocable share of the ultimate cost. Given the Joint and several nature of this liability, the magnitude of Generation's ultimate liability will depend on the actual coats incurred to implement the required remediation remedy as well as on Ihe nature and terms of any cost-sharing arrangements with the final group of PRPs. Therefore, it is reasonably possible that the ultimate cost and Generation's associated allocable share could differ significantly once these uncertainties are resolved, which could have a material impact on Exelon's and Generation's future financial statements.

One of the other PRPs has Indicated It will be making a contribution claim against Cotter for costs that it has Incurred to prevent the subsurface fire from spreading to those areas of the West Lake Landfill where radiological materials are believed to have been disposed. At this time, Exelon and Generation do not possess sufficient Information to assess this claim and therefore are unable to estimate a range of loss, if any. As such, no liability has been recorded far the potential contribution claim. It is reasonably possible, however, that resolution of this matter could have a material, unfavorable Impact on Exelon's and Generation's financial statements.

In January 2018. the PRPs were advised by the EPA that it will begin an additional investigation and evaluation of groundwater conditions at Ihe West Lake Landfill. In September 2018, the PRPs agreed to an Administrative Settlement Agreement and Order on Consent for the performance by the PRPs of the groundwater RI/FS. The purpose of this RI/FS Is to define the nature and extent of any groundwater contamination from the West Lake Landfill site and evaluate remedial alternatives. Generation estimates the undiscounted cost for the groundwater RI/FS to be approximately S20 million . Generation determined a loss associated with the RI/FS Is probable and has recorded a liability included In the table above that reflects management's best estimate of Cotter's allocable share of the cost among the PRPs. At this time Generation cannot predict the likelihood or the extent to which, if any, remediation activities may be required and therefore cannot estimate a reasonably possible range of loss for response costs beyond those associated with Ihe RI/FS component. It Is reasonably possible, however, that resolution of this matter could have a material, unfavorable impact on Exelon's and Generation's future financial statements.

In August, 2011, Cotter was notified by Ihe OOJ that Cotter Is considered a PRP with respect to the government's clean-up costs for contamination attributable to low lavel radioactive residues at a farmer storage and reprocessing facility named Latty Avenue near St. Louis, Missouri. The Latty Avenue site is included in ComEd's indemnification responsibilities discussed above as part of the sale of Cotter. The radioactive residues had bean generated initially In connection with Ihe processing of uranium ores as part of the U.S. Government's Manhattan Project. Cotter purchased the residues In I960 for Initial processing at the Latty Avenue facility for the subsequent extraction of uranium and metals In 1976. the NRC found that the Latty Avenue site had radiation levels exceeding NRC criteria for decontamination of land areas. Latty Avenue was investigated and remediated by Ihe United States Army Corns of Engineers pursuant to funding under FUSRAP- The OOJ has not yet formally advised the PRPs of the amount thet it is seeking, but it Is believed to be approximately $90 million from all PRPs. Pursuant to a series ot annual agreements since 2011, the OOJ and the PRPs have tolled the statute of limitations until August 2019 so that settlement discussions could proceed. Generation has determined that a loss associated with this matter Is probable under its indemnification agreement with Cotter and has recorded an estimated liability, which Is included in the table above.

Commencing in February 2012, a number of lawsuits have been filed In the U.S. District Court for the Eastern District of Missouri. Among the defendants were Exelon. Generation and ComEd, all of which were subsequently dismissed from the case, as wall as Cotter, which remains a defendant. The suits allege that individuals living in the North St. Louis area developed some form of cancer or other serious Illness due to Cotter's negligent or reckless conduct In processing, transporting, storing, handling and/or disposing of radioactive materials. Plaintiffs are asserting public liability claims under tha Price-Anderson Act. Their state law claims for negligence, strict liability, emotional distress, and medical monitoring have been dismissed. In the event of a finding of liability against Cotter, it Is probable that Generation would be financially responsible due to its indemnification responsibilities of Cotter described above. The court has dismissed a number of the lawsuits as untimely, which has been upheld on appeal. Cotter and the remaining plaintiffs have engaged in settlement discussions pursuant to court-ordered mediation. During the second quarter of 2013, Generation determined a loss was probable based on the advancement of settlement proceedings and recorded an immaterial liability.

Banning Road Slta (Exelon, Generation, PHI and Pepco). In September 2010, PHI received a letter from EPA identifying the Benning Road site as one of six land-based sites potentially contributing to contamination of the lower Anacostia River. A portion of (he site was formerly the location of a Pepco Energy Services electric generating facility. That generating facility was deactivated In June 2012 end plant structure demolition was completed in July 2015. The remaining portion of the site consists of a Pepco transmission and distribution service center that remains In operation. In December 2011, the U.S. District Court for the District of Columbia approved a Consent Decree entered into by Pepco and Pepco Energy Services with the DOEE, which requires Pepco and Pepco Energy Services to conduct a Remediation Investigation (RI)/ Feasibility Study (FS) for the Benning Road site and an approximately 10 to 15-acre portion of the adjacent Anacostia River. The RI/FS will form the basis for the remedial actions for the Benning Road site and for the Anacostia River sediment associated with the site. The Consent Decree does not obligate Pepco or Pepco Energy Services to pay for or perform any remediation work, but it is anticipated that DOEE will look to Pepco and Pepco Energy Services to assume responsibility for cleanup of any conditions in the river that are determined to be attributable to past activities at the Benning Road site. Pursuant to Exelon's March 23,2016 acquisition of PHI, Pepco Energy Services was transferred to Generation.

Since 2013, Pepco end Pepco Energy Services (now Generation) have been performing RI work and have submitted multiple draft RI reports to the DOEE. Once the Ri work Is completed, Pepco and Generation will Issue a draft final' RI report for review end comment by DOEE and the public. Pepco and Generation will then proceed to develop an FS to evaluate possible remedial alternatives for submission to OOEE. The Court has established a schedule for completion of the RI and FS, and approval by the OOEE, by September 18, 2021.

Upon OOEE's approval of the final RI and FS Reports, Pepco and Generation wilt have satisfied their obligations under the Consent Decree. At that point, OOEE will prepare a Proposed Plan regarding further response actions. After considering public comment on the Proposed Plan, DOEE will Issue a Record of Decision Identifying any further reaponse actions determined to be necessary, PHI, Pepco and Generation have determined that a loss associated with this matter Is probable and have accrued an estimated liability, which is included in the table above.

Anacostia River Tidal Reach (Exelon, PHI and Pepco). Contemporaneous with the Benning RI/FS being performed by Pepco end Generation, OOEE

and certain federal agencies have been conducting a separate RI/FS focused on the entire tidal reach of the Anacostia River extending from just north of the Maryland-D.C. boundary line to the confluence of the Anacostia and Potomac Rivers. In March 2016, DOEE released a draft of the river-

wide RI Report for public review and comment. The river-wide RI incorporated the results of the river sampling performed by Pepco and Pepco Energy Services as part of the Benning RI/FS, as wall as similar sampling efforts conducted by owners of other sites adjacent to this segment of the river and supplemental river sampling conducted by DOEE'a contractor. OOEE asked Pepco, along with parties responsible for other sites along the river, to participate in a 'Consultative Working Group* to provide input into the process for future remedial actions addressing the entire tidal reach of the river and to ensure proper coordination with the other river cleanup efforts currently underway, including cleanup of the river segment adjacent to the Benning Road site resulting from the Benning RI/FS. Papco responded that it will participate In the Consultative Working Group, but its participation is not an acceptance of any financial responsibility beyond the work that will be performed at the Banning Road site described above. In April 2018, DOEE released a draft remedial investigation report for public review and comment. Pepco submitted written comments to ihe draft RI and participated in a public hearing. Pepco continues outreach efforts as appropriate to the agencies, governmental officials, community organizations and other key stakeholders. In May 2018 tha District of Columbia Council extended the deadline for completion of the Record of Decision from June 30, 2018 until December 31, 2019. An appropriate liability for Pepco's share of investigation costs has been accrued and is included in Ihe table above. Although Pepco has determined that it is probable that costs for remediation will be incurred. Pepco cannot estimate the raaaonably possible range of loss at this time and no liability has been accrued for those future costs. A draft Feasibility Study of potential remedies and (heir estimated costs is being prepared by the agencies and is expected later in 2019, at which time Pepco will likely be in a better position to estimate the range of loss.

In addition to the activities associated with the remedial process outlined above, there is a complementary statutory program that requires an assessment to determine if any natural resources have been damaged as a result of Ihe contamination that is being remediated, and, if so. that a plan be developed by the federal, state and local Trustees responsible for those resources to restore them to their condition before Injury from the environmental contaminants If natural resources are not restored, then compensation for the injury can be sought from the party responsible for the release of the contaminants. The assessment of Natural Resource Damages (NRD) typically takes place following cleanup because cleanups sometimes also effectively restore habitat. During Ihe second quarter of 2018, Pepco became aware that Ihe Trustees are In the beginning stages of this process that often takes many years beyond the remedial decision to complete. Pepco has concluded that a loss associated with the eventual NRD assessment is reasonebly possible. Due to Ihe very early stage of the assessment process it cannot reasonably estimate the range of loss.

Litigation and Regulatory Matters

Asbestos Personal Injury Claims (Exelon and Generation}. Generation maintains a reserve for claims associated with asbestos-related personal injury actions in certain facilities that are currently owned by Generation or were previously owned by ComEd and PECO. The estimated liabilities are recorded on an undiscounted basis and exclude the estimated legal costs associated with handling these matters, which could be material.

At March 31, 2019 and Oecember 31, 2018, Generation had recorded estimated liabilities of approximately $77 million and $79 million . respectively. In total for asbestos-related bodily injury claims. As of March 31, 2019 , approximately $25 million of this amount related to 239 open claims presented to Generation, while the remaining $52 million is for estimated future asbestos-related bodily injury claims anticipated to arise through 2050, based on actuarial assumptions and analyses, which are updated on an annual basis. On a quarterly basis. Generation monitors actual experience against tha number of forecasted claims to be received and expected claim payments and evaluates whether adjustments to the estimated liabilities are necessary.

There is a reasonable possibility that Exelon may have additional exposure to estimated future asbestos-related bodily Injury claims in excess of Ihe amount accrued and the increases could have a material unfavorable impact on Exelon's and Generation's financial statements.

City at Everett Tax Increment Financing Agreement (Exelon and Generation). On April 10, 2017, the City of Everett petitioned the Massachusetts Economic Assistance Coordinating Council (EACC) to revoke the 1999 tax increment financing agreement (TIF Agreement) relating to Mystic Units 8 and 9 on the grounds that the tolal investment in Mystic Units 8 and 9 materially deviates from the investment set forth In the TIF Agreement. On October 31, 2017. a three-member panel of the EACC conducted an administrative hearing on the City's petition. On November 30,2017, the hearing panel issued a tentative decision denying Ihe City's petition, finding that there was no material misrepresentation that would justify revocation of the TIF Agreement. On December 13, 2017, the tentative decision was adopted by the full EACC. On January 12,2018, the City fiiad a complaint In Massachusetts

Superior Court requesting, among other things, that the court set aside the EACC'a decision, grant the City's request to decertify the Project and Ihe TIF Agreement, and award the City damages for alleged underpaid taxes over the period of the TIF Agreement. Generation vigorously contested Ihe City's claims before the EACC and will condnue to do ao in the Massachusetts Superior Court proceeding. Generation continues to believe that the City s claim lacks merit. Accordingly, Generation has not recorded a liability for payment resulting from such a revocation, nor can Generation estimate a reasonably possible range of loss, if any, associated with any such revocation. Further, It is reasonably poss ble that property taxes assessed In future periods. Including those following the expiration of the current TIF Agreement In 2019, could be material to Generation's results of operations and cash flows.

Genera/ (All Registrants). The Registrants are involved in various other litigation matters that are being defended and handled in the ordinary course of business. The assessment of whether a loss is probable or reasonably possible, and whether the loss or a range of loss is estimable, often involves a series of complex judgments about future events. The Registrants maintain accruals for such losses that are probable of being incurred and subject to reasonable astmation. Management Is sometimes unable to estimate an amount or range of reasonably possible loss, particularly where (1) Ihe damages sought are Indeterminate, (2) the proceedings are in the early stages, or (3) the matters involve novel or unsettled legel theories. In such cases, there is considerable uncertainty regarding the timing or ultimate resolution of such matters, including a possible eventual loss.

17. Supplemental Financial Information (All Registrant*)

Supplemental Statement of Operations Infonnation

The following tables provide additional information about the Registrants' Consolidated Statements of Operations and Comprehensive Income for the three months ended March 31, 2019 and 2018.

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