



5847 San Felipe Street
Houston, TX 77057

April 30, 2018

RE: Docket M-2010-2157431 Load Serving Entity Compliance

To Whom it may concern,

Please find attached Load Serving Entity Compliance with a letter from PJM, to fulfill the requirement for Docket M-2010-2157431.

Please let us know if any additional details are needed.

Respectfully,

Clansey Flautt

LOAD SERVING ENTITY COMPLIANCE REQUIREMENT FORM

On an annual basis, EGSs providing retail electric supply service (i.e. take title to electricity) must file with the Commission this Load Serving Entity (LSE) Compliance Requirement Form. EGSs are directed to attach to this form documentation which provides the following:

- Proof of registration as a PJM LSE, or
- Proof of a contractual arrangement with a registered PJM LSE that facilitates the retail electricity services of the EGS.

Examples of sufficient documentation to satisfy this compliance requirement include, but may not be limited to:

- A screen print showing that the EGS is listed as a Party to an effective version of the PJM Reliability Assurance Agreement (RAA), located at Schedule 17 of the RAA.
- Correspondence, such as an e-mail screen print or regular mail scan, from PJM verifying membership as an LSE.
- Documentation of an effective contract between the EGS and another party that serves as the LSE on behalf of the EGS. In such a case, the documentation must also include proof that the party fulfilling the LSE role is indeed registered with the PJM as an LSE

EGSs may mark all or portions of their filing confidential.

EGSs which do not provide retail electric supply service, such as brokers, are not required to file an LSE Compliance Requirement Form.

The EGS provides retail electric supply service and has attached compliance with the LSE requirement hereto.

Description of attachment (provide a brief description of the attachment below):

Letter from PJM

**ASSIGNMENT AND ASSUMPTION AGREEMENT
Facilitation of Transfer of PJM Account/s**

This ASSIGNMENT AND ASSUMPTION AGREEMENT dated January 13, 2017 ("Agreement") is entered into by and between:

Pinnacle Power, LLC ("Party A")-(Assignor)

And

Exelon Generation Company, LLC ("Party B")-(Assignee)

WHEREAS, the parties have entered into this Agreement and hereby acknowledge to be legally bound and agree as follows:

1. Party A and Party B (collectively "Parties") hereby represent that they are members of PJM Interconnection, L.L.C. The Parties further represent their participation in PJM is governed by the PJM Tariff and PJM Agreements (Amended and Restated Operating Agreement of PJM Interconnection, L.L.C., the Reliability Assurance Agreement among Load Serving Entities in the PJM Region, and the Consolidated Transmission Owners Agreement) (collectively, the PJM Tariff and PJM Agreements shall be referred to herein as the "PJM Governing Agreement(s)")

2. Executed on the date listed above, upon the terms and subject to the conditions set forth in this Agreement, Party A does hereby transfer, assign and convey to Party B [add Party B's Account name/details] all of Party A's rights and responsibilities for the following accounts and/or subaccounts:

PJM Org.ID / Short Name(s)	Current Long Name:	New Long Name:
31742 / PINNAC	Pinnacle Power, LLC	Exelon Generation Co., LLC (Pinnacle2)

3. Party A, by execution hereof assigns to Party B, and Party B by execution hereof, acknowledges and accepts the transfer and assignment of all accounts and/or subaccounts listed above and hereby assumes full responsibility (in accordance with the terms of the PJM Governing Agreements) for all transactions under such account(s) including all retroactive, current, and future transactions, whether known or unknown. Additionally, upon execution of this Agreement, Party B agrees to assume all rights and responsibilities of Party A in relation to all Billing Line Items ("BLI") under Party A's control pursuant to any prior valid Declaration of Authority ("Declaration") held by PJM, or directives submitted to PJM via the on-line BLI transfer tool. Party A represents that the counter-party to BLI Transfers has been informed and consents to Party B assuming all rights thereunder.

4 Party A and Party B hereby acknowledge that as a result of such assignment(s) and/or transfer(s), Party B and any future assignees (if applicable) will have access to all of Party A's historical account information, including any confidential business information contained therein.

5. Nothing in this Agreement shall be construed to create or give rise to any liability on the part of PJM and Party A and Party B expressly waive any claims that may arise against PJM under this Agreement. This Agreement shall not be construed to modify any of the PJM Governing Agreements and in the event of a conflict between this Agreement and the PJM Governing Agreements, the applicable PJM Governing Agreement shall control.

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized officers' signatures below, represent the transfer of PJM accounts requested herein is permitted pursuant to a binding, legally enforceable agreement. The Parties do hereby execute and deliver this Assignment and Assumption Agreement effective as of the date listed above.

THE PARTIES HEREBY ACKNOWLEDGE THAT ANY LONG NAME ACCOUNT CHANGES BECOME EFFECTIVE ON THE 1ST DAY OF THE MONTH FOLLOWING THE EXECUTION DATE (AS STATED ABOVE) OF THIS AGREEMENT

PARTY A:

Pinnacle Power, LLC

Company Name:

By: [Signature]

Name:

Managing Member

Title:

1/18/17

Date Signed

PARTY B:

Exelon Generation Company, LLC

Company Name:

By: [Signature]

Name:

James McHugh
SVP, Portfolio Management
& Strategy

Title:

1/18/17

Date Signed

PJM Legal Review _____

PJM Legal Approval _____

