

Stephen Bennett

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Exelon Energy Company  
300 Exelon Way  
Kennett Square, PA 19348

DOCUMENT  
FOLD

VIA OVERNIGHT MAIL

April 20, 2011

RECEIVED

APR 20 2011

Ms. Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street  
Harrisburg, PA 17120

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

1093398

**RE: M-2010-2157431 Additional Requirements Regarding Registration as a PJM Load Serving Entity**

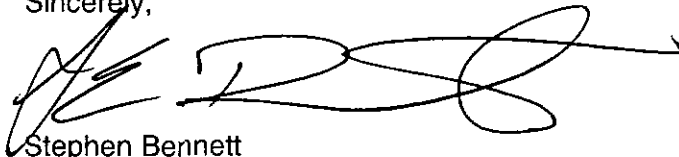
Dear Secretary Chiavetta,

Pursuant to a Secretarial Letter from Docket M-2010-2157431 dated March 18, 2010, enclosed please find Exelon Energy Company's annual proof of registration as a PJM Load Serving Entity. The three documents that are included are:

1. Signatory Page to Attachment F of the PJM Operating Agreement
2. Signatory Page to Attachment A of the PJM Membership Agreement
3. Signatory Page to the PJM RAA

If you have any questions, please do not hesitate to contact me or Craig Williams, Assistant General Counsel, at 610-765-6802.

Sincerely,



Stephen Bennett  
Retail Policy Manager – East/Midwest  
Exelon Energy Company  
300 Exelon Way  
Kennett Square, PA 19348  
Direct: (610)765 – 6594  
Email: stephen.bennett@exeloncorp.com

cc: Anthony Rametta, Energy Supervisor of the PUC's Fixed Utility Services Bureau (email)  
Craig Williams, Assistant General Counsel, Exelon Energy Company (email)

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Attachment F

STANDARD FORM OF AGREEMENT TO BECOME  
A MEMBER OF THE LLC

Any entity which wishes to become a signatory to the Agreement shall, pursuant to Section 11.6(c) thereof, tender to the President an application, upon the acceptance of which it shall execute a supplement to this Agreement in the following form:

Additional Member Agreement

- (1) This Additional Member Agreement (the "Supplemental Agreement"), dated as of March 11, 2004, is entered into among the Exelon Energy Company and the President of the LLC acting on behalf of its Members.
- (2) Exelon Energy Company has demonstrated that it meets all of the qualifications required of a Member to the Operating Agreement. If expansion of the PJM Control Area is required to integrate the Exelon Energy Company's facilities, a copy of Attachment J from the Tariff marked to show changes in Control Area boundaries is attached hereto. The Exelon Energy Company agrees to pay for all required metering, telemetering and hardware and software appropriate for it to become a member.
- (3) The Exelon Energy Company agrees to be bound by and accepts all the terms of the Operating Agreement as of the above date.
- (4) The Exelon Energy Company hereby gives notice that the name and address of its initial representative to the Members Committee under the Operating Agreement shall be:

James J. Kaczka, 2315 Enterprise Drive, Westchester, IL 60154

- (5) The President of the LLC is authorized under the Operating Agreement to execute this Supplemental Agreement on behalf of the Members and to file it with regulatory authorities having jurisdiction.
- (6) The Operating Agreement is hereby amended to include The Exelon Energy Company as a Member of the LLC thereto, effective as of March 11, 2004.

IN WITNESS WHEREOF, Exelon Energy Company and the Members of the LLC have caused this Supplemental Agreement to be executed by their duly authorized representatives.

Members of the LLC

By: Phillip G. Harris 3-11-04  
Name: Phillip G. Harris  
Title: President and CEO

By: [Signature]

Name: Barbara A. Fatina

Title: Vice President

**Attachment A**

Application for Membership  
Between  
The PJM Interconnection, L.L.C.  
and  
The Exelon Energy Company

This Application for Membership Agreement ("Agreement") is entered into between PJM Interconnection, L.L.C. ("PJM") and ("Applicant"). The purpose of this Agreement is to apply to become a member of the PJM and to participate under the PJM Agreement which was accepted by the Federal Energy Regulatory Commission (FERC) on November 25, 1997 as amended and became effective on January 1, 1998. The Applicant has read and understands the terms and conditions of the Agreement. The Applicant agrees to accept the concepts and obligations set forth in the Agreement.

The Applicant also commits to supply data required for coordination of planning and operating, including data for capacity accounting, and agrees to pay all costs and expenses in accordance with Schedule 3 of the PJM Agreement and all other applicable costs under the Tariff.

The Applicant will pay the annual fee of \$5,000 for the remainder of the year of application upon notification of PJM OI application approval per Schedule 3.

The Applicant recognizes that it shall become a member of the PJM Agreement effective as of the date that FERC notifies the parties of approval of Schedule 4 submitted by the Applicant to PJM.

This Agreement will remain in effect until notice of termination is given in writing by the authorized representative of either the Applicant or PJM. Any financial obligations must be satisfied prior to termination of the Applicant's obligations and responsibilities under the PJM Agreement.

Exelon Energy Company:

By: 

Name: Barbara A. Fatina

Title: Vice President

Date: 11/27/02

PJM Interconnection, L.L.C.

By: 

Name: Phillip G. Harris

Title: President & CEO

Date: 3-11-04

**17.8 No Implied Waivers.** The failure of a Party or the Reliability Committee to insist upon or enforce strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's or the Reliability Committee's right to assert or rely upon any such provisions, rights and remedies in that or any other instance; rather, the same shall be and remain in full force and effect.

**17.9 No Third Party Beneficiaries.** This Agreement is intended to be solely for the benefit of the Parties and their respective successors and permitted assigns and is not intended to and shall not confer any rights or benefits on any third party not a signatory hereto.

**17.10 Dispute Resolution.** Except as otherwise specifically provided in the Amended Operating Agreement, disputes arising under this Agreement shall be subject to the dispute resolution provisions of the Amended Operating Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

**COMPANY: Exelon Energy Company**

**BY:** 

**NAME: Barbara A. Fatina**

**TITLE: Vice President**

**DATE: 11/27/02**

Issued By: Richard A. Drom  
Vice President, General Counsel  
Issued On: March 14, 2001

Effective: April 1, 2002

From: (610) 765-6594  
Stephen Bennett  
Exelon Power Team  
300 Exelon Way

Origin ID: BIGA



Ship Date: 20APR11  
ActWgt: 1.0 LB  
CAD: 4169057/NET3130

Kennett Square, PA 19348

Delivery Address Bar Code



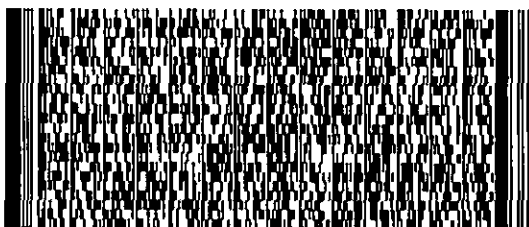
SHIP TO: (610) 765-6594 **BILL SENDER**  
**Rosemary Chiavetta**  
**Pennsylvania Public Utility Commiss**  
**400 NORTH ST**  
**COMMONWEATH KEYSTONE BUILDING**  
**HARRISBURG, PA 17120**

Ref #  
Invoice #  
PO #  
Dept #

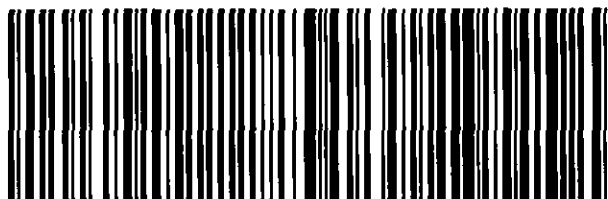
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