**Consent to assignment agreement**

**By and Among**

**PJM Interconnection, L.L.C.**

**And**

**[Interconnection Customer], [Wholesale Market Participant], [New Service Customer], or [Transmission Customer]**

**And**

**[Assignee]**

**And**

**[Interconnected Transmission Owner], [Transmission Owner] or [Counterparty]**

**[(PJM Queue Position #\_\_\_)] or [(PJM Non-Queue Position #     )]**

This Consent to Assignment Agreement (“Consent Agreement”) is entered into by and among PJM Interconnection, L.L.C. (“PJM” or “Transmission Provider”), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“[Interconnection Customer], [Wholesale Market Participant], [New Service Customer], or [Transmission Customer]” **\*(Replace throughout as appropriate)**), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Assignee”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“[Interconnected Transmission Owner], [Transmission Owner], or [Counterparty]” **\*(Replace throughout as appropriate)**), (each a “Party,” and collectively, the “Parties”).

WHEREAS, PJM, [Interconnection Customer], and [Interconnected Transmission Owner] are parties to the following service agreement(s) (the “Assigned Agreement(s)); [filed with and accepted by the Federal Energy Regulatory Commission in Docket No.      ] or [reported in PJM’s Electric Quarterly Reports], designated as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| **Type of Service Agreement(s)** | **Service Agreement Number** | **Parties to the Agreement** | **Effective Date** |
|  |  |  |  |

WHEREAS, [Interconnected Transmission Owner] desires to assign its rights and delegate its duties under the Assigned Agreement(s) to Assignee, and Assignee desires to accept such assignment and delegation (the “Assignment”); and

WHEREAS, [Interconnected Transmission Owner] and Assignee desire that PJM and [Interconnection Customer] provide written consent to the Assignment prior to the effective date of the Assignment (“Assignment Date”), and PJM and [Interconnection Customer] desire to provide such written consent.

NOW THEREFORE, in consideration of the mutual covenants and provisions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby covenant and agree as follows:

1.0 Consistent with the terms and conditions of the Assigned Agreement(s), PJM and [Interconnection Customer] hereby consent to the assignment by [Interconnected Transmission Owner] to Assignee of the Assigned Agreement(s).

2.0 The granting of consent by PJM and [Interconnection Customer] to the Assignment does not alter or diminish the rights of PJM or [Interconnection Customer] under the Assigned Agreement(s).

3.0 [Interconnected Transmission Owner] and Assignee represent and warrant that, as of the Assignment Date, Assignee shall have the technical and operational competence to comply with the requirements of the Assigned Agreement(s).

4.0 [Interconnected Transmission Owner] represents and warrants that, as of the date it executes this Consent Agreement, no default exists in the performance of its obligations under the Assigned Agreement(s) and [Interconnected Transmission Owner] has obtained all required legal and regulatory authorizations to transfer the facilities subject to the Assigned Agreement(s).

5.0 Upon the Assignment Date, Assignee shall assume [all rights, duties, and obligations of [Interconnected Transmission Owner]] or [the rights, duties, and obligations of [Interconnection Customer] assigned to Assignee pursuant to the Assignment and described in Appendix B to this Consent to Assignment] arising under the Assigned Agreement(s), and [Interconnected Transmission Owner] [shall remain jointly and severally liable] or [shall be discharged from all duties and obligations arising] under the Assigned Agreement(s).

6.0 This Consent Agreement is neither a modification of nor an amendment to the Assigned Agreement(s). No terms or conditions set forth in this Consent Agreement are intended to be interpreted as contrary to, or inconsistent with the terms and conditions of the Assigned Agreement(s), including appendices, where applicable. To the extent there are any conflicts between this Consent Agreement and the Assigned Agreement(s), including any appendices, the Assigned Agreement(s), including appendices, shall prevail.

7.0 This Consent Agreement may not be amended, modified, assigned, or waived other than by a writing signed by all the Parties.

8.0 Within 5 business days of the closing date of the transaction or other event that results in the Assignment becoming effective, [Interconnected Transmission Owner] or Assignee shall provide PJM with: (i) written notification of the actual Assignment Date and any other written documentation PJM may reasonably request that demonstrates proof of the closing of the transaction or occurrence of other event resulting in the Assignment becoming effective; and (ii) the name and contact information of the person(s) to whom notifications regarding the Assigned Agreement(s) should be made after the Assignment Date.

9.0 The Parties acknowledge that the Assigned Agreement(s) must be amended to reflect the Assignment. The Parties therefore agree, upon occurrence of the Assignment Date or in anticipation thereof, to amend the Assigned Agreement(s) as necessary to reflect the Assignment; and that this Consent Agreement constitutes the written instrument required by the Assigned Agreement(s) for amendments thereto. Specifically, the Parties hereby agree to amend the Service Agreement by making the specified changes listed in Appendix A hereto and the amendments will not change the effective date of the Service Agreement(s), unless otherwise agreed to by the Parties.

PJM shall file with the Federal Energy Regulatory Commission for acceptance or, if conforming, report in PJM’s Electric Quarterly Reports the amended Assigned Agreement(s). The Parties agree to take any and all actions as may be necessary to effectuate the amendments to the Assigned Agreement(s) and to facilitate PJM’s timely filing of the amended Assigned Agreement(s). **[Include if the Consent to Assignment and amended Assigned Agreements must be filed with FERC:** The Parties authorize PJM to file the amended Assigned Agreement(s) with the Commission without the necessity of additional signatures from [Interconnection Customer] and [Interconnected Transmission Owner.]**]**

10.0 In the event PJM does not receive notification pursuant to Section 8.0 of this Consent Agreement within 180 days from its effective date, this Consent Agreement shall terminate, and all rights and obligations under this Consent Agreement shall extinguish, on the date that is 180 days from the effective date of this Consent Agreement.

11.0 This Consent Agreement and all of its provisions are binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

12.0 Any notice or request made to or by any of the Parties regarding this Consent Agreement, shall be made to the representative of the other Parties as indicated below:

**Transmission Provider**

 PJM Interconnection, L.L.C.

 2750 Monroe Blvd.

 Audubon, PA 19403

**[Interconnection Customer]**

 [Contact Name]

 [Title]

[CONTACT ADDRESS]

 [Phone number]

[Email address]

**Assignee**

 [Contact Name]

 [Title]

 [CONTACT ADDRESS]

[Phone number]

[Email address]

**[Interconnected Transmission Owner]**

 [Contact Name]

 [Title]

 [CONTACT ADDRESS]

[Phone number]

[Email address]

13.0 This Consent Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be an original but all of which shall together constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Consent Agreement, which shall become effective on the date that it is fully executed by all Parties, to be executed by their respective authorized officials. By each individual signing below each represents to the other that they are duly authorized to sign on behalf of that company and have actual and/or apparent authority to bind the respective company to this Consent Agreement.

[(PJM Queue Position #     )] or [(PJM Non-Queue Position #     )]

**Transmission Provider: PJM Interconnection, L.L.C.**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_

 Name Title Date

Printed name of signer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**[Interconnection Customer]: Name of Party**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_

 Name Title Date

Printed name of signer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Assignee: Name of Party**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_

 Name Title Date

Printed name of signer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**[Interconnected Transmission Owner]: Name of Party**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_

 Name Title Date

Printed name of signer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**APPENDIX A**

|  |  |  |  |
| --- | --- | --- | --- |
| **Section Changed** | **Changed From**  | **Changed To** | **Explanation** |
|  |  |  |  |

**APPENDIX B**

**Description of Assigned Rights and Obligations**

[This appendix is to be used and completed only when a part of the rights and obligations under the Assigned Agreement(s) are being assigned. This appendix is not applicable if all rights and obligations of the [Interconnection Customer] are being assigned to Assignee.]