August 18, 2014

The Honorable Kimberly D. Bose
Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, D.C. 20426-0001

Re:  PPL Electric Utilities Corporation; Notice of Assignment;
Docket No. ER14-2461-001; Compliance Filing

Dear Secretary Bose:

By order issued August 11, 2014 in the above-referenced docket, the Federal Energy Regulatory Commission ("Commission") issued an order accepting for filing an Assignment and Assumption Agreement to reflect the assignment of the interest of Constellation Power Source Generation, LLC ("Constellation") in the Safe Harbor Transmission Contract\(^1\) to BIF II Safe Harbor Holdings LLC ("BIF II Safe Harbor"). The Commission directed the filing parties to submit a compliance filing containing the Assignment and Assumption Agreement, with the actual effective date in which Constellation transfers its interests to BIF II Safe Harbor, within 10 days of the date the transaction is consummated.

Pursuant to the Commission’s order, PPL Electric Utilities Corporation ("PPL Electric"),\(^2\) hereby submits the executed Assignment and Assumption Agreement and notifies the Commission that the effective date of the Assignment and Assumption Agreement is August 8, 2014.\(^3\)

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\(^1\) The Safe Harbor Transmission Contract has a dual designation as PJM Service Agreement No. 3880 and PPL Electric Utilities Corporation, FERC Rate Schedule No. 23.

\(^2\) Pursuant to Order No. 714, this filing is submitted by PJM Interconnection, L.L.C. ("PJM") on behalf of PPL Electric as part of an XML filing package that conforms with the Commission’s regulations. PJM has agreed to make all filings on behalf of the PJM Transmission Owners in order to retain administrative control over the PJM Tariff. PPL Electric has requested that PJM submit the executed Assignment and Assumption Agreement, in the eTariff system, as part of PJM’s electronic Service Agreements Tariff.

\(^3\) The executed Assignment and Assumption Agreement differs from the version that was originally filed in that Constellation Holdings, LLC was added as a party to the Assignment and Assumption Agreement because it is a party to one of the Assigned Contracts (as defined in the Purchase and Sale Agreement, dated as of May 15, 2014, by and between Constellation and BIF II Safe Harbor). Corresponding changes to the language of the Assignment and Assumption Agreement were made to account for two assignors rather than one. Finally, certain release language was added that does not affect the assignment of the Safe Harbor Transmission Contract. These changes do not affect the facts upon which the Commission
In addition to this cover letter, this filing includes the following materials in both PDF and RTF formats:

- Assignment and Assumption Agreement with an effective date of August 8, 2014;
- Red-lined Assignment and Assumption Agreement showing changes to the version previously submitted; and
- Signature pages.

Please contact the undersigned if you have any questions concerning this filing.

Respectfully submitted,

_/s/ Lisa H. Tucker_
Lisa H. Tucker

relied in accepting for filing the Assignment and Assumption Agreement as it relates to the assignment of the Safe Harbor Transmission Contract.
CERTIFICATE OF SERVICE

I hereby certify that I have on this 18th day of August 2014 served the foregoing document upon each person designated on the official service list compiled by the Secretary in this proceeding.

/s/ Lisa H. Tucker

Lisa H. Tucker
ASSIGNMENT AND ASSUMPTION AGREEMENT

between

Constellation Power Source Generation, LLC,

Constellation Holdings, LLC

And

BIF II Safe Harbor Holdings LLC
ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Assignment”) is entered into as of August 8, 2014 by and between Constellation Power Source Generation, LLC, a Maryland limited liability company (“Constellation”), Constellation Holdings, LLC, a Maryland limited liability company (together with Constellation, “Assignors”), and BIF II Safe Harbor Holdings LLC, a Delaware limited liability company (“Assignee”) (each, individually a “Party,” and collectively, the “Parties”). Capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in that certain Purchase and Sale Agreement, dated as of May 15, 2014, by and between Constellation and Assignee (the “PSA”).

WHEREAS, Constellation and Assignee have entered into the PSA pursuant to which, among other things, at the Closing, Constellation will sell to Assignee, and Assignee will purchase from Constellation, the Safe Harbor Shares, for the consideration and on the terms set forth in the PSA; and

WHEREAS, in addition to the Safe Harbor Shares, Assignors will sell to Assignee, and Assignee will purchase from Assignors the Assigned Contracts for the consideration and on the terms set forth in the PSA.

NOW THEREFORE, for and in consideration of the payment by Assignee to Constellation pursuant to the PSA and in further consideration of the mutual promises and covenants set forth in the PSA, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties, intending to be legally bound, do hereby agree as follows:

1. **Transfer to Assignee.** Effective at the Closing, upon the terms and subject to the conditions set forth in this Assignment, Assignors do hereby sell, transfer, assign and convey to the Assignee the Assigned Contracts and all of the Assignors’ right, title and interest in, to and under the Assigned Contracts.

2. **Acceptance of Assignment.** Assignee, by execution hereof, accepts the transfer and assignment of the Assigned Contracts and all of the Assignors’ right, title and interest in, to and under the Assigned Contracts and assumes and agrees to perform all of the obligations of the Assigned Contracts.

3. **Conflicting Terms.** To the extent the terms of this Assignment and the PSA conflict, the terms of the PSA shall supersede the conflicting terms of this Assignment. Assignors make no representations or warranties with respect to the Assigned Contracts, except as expressly set forth, and subject to the limitations and qualifications, in the PSA. Without limiting the generality of the foregoing, this Assignment shall be subject to all of the limitations of Article VIII of the PSA. Assignee shall have no remedies for (and Assignors shall have no
obligations with respect to) any inaccuracies in, or breaches or defaults of, this Assignment except as expressly set forth, and subject to the limitations and qualifications, in the PSA and Assignee agrees that it shall not, and shall not permit any of the other Buyer’s Indemnitees to, bring any Action hereunder and any such Action may only be brought under and pursuant to the PSA.

4. Miscellaneous.

(a) Release. This Assignment hereby releases Constellation from any and all obligations and claims arising from or relating to that certain letter agreement, dated as of March 9, 2011, between Constellation (as successor of Constellation Power Source Generation, Inc,) and Assignee regarding certain matters relating to the governance of Safe Harbor, as amended by a side letter dated July 3, 2013, from the date hereof.

(b) No Third-Party Beneficiaries. This Assignment shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.

(c) Entire Agreement, Binding Effect. This Assignment (including the PSA and the documents referred to herein and therein) constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they related thereto. This Assignment shall be binding upon, inure for the benefit of and be enforceable by the Parties and their respective successors and assigns.

(d) Counterparts. This Assignment may be executed in one or more counterparts (including by facsimile, electronic mail, or similar electronic transmission device pursuant to which the signature of or on behalf of such Party can be seen), each of which shall be deemed an original but all of which together will constitute one and the same instrument.

(e) Headings. The section or paragraph headings contained in this Assignment are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Assignment.

(f) Governing Law. This Assignment shall be governed by and construed in accordance with the Laws of the State of New York, without giving effect to any conflict or choice of law provision that would result in the imposition of another state’s Law.

(g) Notices. All notice, demands or other communications given under this Assignment shall be given in accordance with the PSA.

[Signature Pages Follow]
IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the date first above written.

CONSTELLATION POWER SOURCE GENERATION, LLC

By: /s/ Shane Smith
Name: Shane Smith
Title: Assistant Treasurer
IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the date first above written.

CONSTELLATION HOLDINGS, LLC

By: EXELON GENERATION COMPANY, LLC,
   its sole member

By: /s/Kyle B. Crowley
Name: Kyle B. Crowley
Title: Vice President - Exelon Generation Company, LLC and Sr. Vice President and Chief Development Officer Exelon Corporation
IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the date first above written.

BIF II Safe Harbor Holdings LLC

By: /s/ Patricia Bood
Name: Patricia Bood
Title: Senior Vice President & Secretary
Red-lined Assignment and Assumption Agreement showing changes to the version previously submitted
ASSIGNMENT AND ASSUMPTION AGREEMENT

between

Constellation Power Source Generation, LLC

Constellation Holdings, LLC

And

BIF II Safe Harbor Holdings LLC
ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Assignment”) is entered into as of [____________] August 8, 2014 by and between Constellation Power Source Generation, LLC, a Maryland limited liability company (“Assignor Constellation”), Constellation Holdings, LLC, a Maryland limited liability company (together with Constellation, “Assignors”), and BIF II Safe Harbor Holdings LLC, a Delaware limited liability company (“Agnisse”)(each, individually a “Party,” and collectively, the “Parties”). Capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in that certain Purchase and Sale Agreement, dated as of May [__]15, 2014, by and between Assignor Constellation and Assignee (the “PSA”).

WHEREAS, Assignor Constellation and Assignee have entered into the PSA pursuant to which, among other things, at the Closing, Assignor Constellation will sell to Assignee, and Assignee will purchase from Assignor Constellation, the Safe Harbor Shares, for the consideration and on the terms set forth in the PSA; and

WHEREAS, in addition to the Safe Harbor Shares, Assignor Assignors will sell to Assignee, and Assignee will purchase from Assignor Assignors the Assigned Contracts for the consideration and on the terms set forth in the PSA.

NOW THEREFORE, for and in consideration of the payment by Assignee to Assignor Constellation pursuant to the PSA and in further consideration of the mutual promises and covenants set forth in the PSA, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties, intending to be legally bound, do hereby agree as follows:

1. Transfer to Assignee. Effective at the Closing, upon the terms and subject to the conditions set forth in this Assignment, Assignor does hereby sell, transfer, assign and convey to the Assignee the Assigned Contracts and all of the Assignor’s right, title and interest in, to and under the Assigned Contracts.

2. Acceptance of Assignment. Assignee, by execution hereof, accepts the transfer and assignment of the Assigned Contracts and all of the Assignor’s Assignors’ right, title and interest in, to and under the Assigned Contracts and assumes and agrees to perform all of the obligations of the Assigned Contracts.

3. Conflicting Terms. To the extent the terms of this Assignment and the PSA conflict, the terms of the PSA shall supersede the conflicting terms of this Assignment. Assignor Assignors make no representations or warranties with respect to the Assigned Contracts, except as expressly set forth, and subject to the limitations and qualifications, in the PSA. Without
limiting the generality of the foregoing, this Assignment shall be subject to all of the limitations of Article VIII of the PSA. Assignee shall have no remedies for (and Assignors shall have no obligations with respect to) any inaccuracies in, or breaches or defaults of, this Assignment except as expressly set forth, and subject to the limitations and qualifications, in the PSA and Assignee agrees that it shall not, and shall not permit any of the other Buyer’s Indemnitees to, bring any Action hereunder and any such Action may only be brought under and pursuant to the PSA.

4. Miscellaneous.

(a) Release. This Assignment hereby releases Constellation from any and all obligations and claims arising from or relating to that certain letter agreement, dated as of March 9, 2011, between Constellation (as successor of Constellation Power Source Generation, Inc.) and Assignee regarding certain matters relating to the governance of Safe Harbor, as amended by a side letter dated July 3, 2013, from the date hereof.

(ba) No Third-Party Beneficiaries. This Assignment shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.

(cb) Entire Agreement, Binding Effect. This Assignment (including the PSA and the documents referred to herein and therein) constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they related thereto. This Assignment shall be binding upon, inure for the benefit of and be enforceable by the Parties and their respective successors and assigns.

(de) Counterparts. This Assignment may be executed in one or more counterparts (including by facsimile, electronic mail, or similar electronic transmission device pursuant to which the signature of or on behalf of such Party can be seen), each of which shall be deemed an original but all of which together will constitute one and the same instrument.

(ed) Headings. The section or paragraph headings contained in this Assignment are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Assignment.

(fe) Governing Law. This Assignment shall be governed by and construed in accordance with the Laws of the State of New York, without giving effect to any conflict or choice of law provision that would result in the imposition of another state’s Law.

(gf) Notices. All notice, demands or other communications given under this Assignment shall be given in accordance with the PSA.

[Signature Pages Follow]
IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the date first above written.

CONSTELLATION POWER SOURCE GENERATION, LLC

By: /s/ Shane Smith __________________________
Name: Shane Smith
Title: Assistant Treasurer
IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the date first above written.

______________________________
CONSTELLATION HOLDINGS, LLC

By: EXELON GENERATION COMPANY, LLC, its sole member

______________________________
/s/Kyle B. Crowley
Name: Kyle B. Crowley
Title: Vice President - Exelon Generation Company, LLC and Sr. Vice President and Chief Development Officer Exelon Corporation

SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION AGREEMENT
IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the date first above written.

BIF II Safe Harbor Holdings LLC

By: /s/ Patricia Bood
Name: Patricia Bood
Title: Senior Vice President & Secretary
IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the date first above written.

CONSTELLATION POWER SOURCE
GENERATION, LLC

By: [Signature]
Name: Shane Smith
Title: Assistant Treasurer
IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the date first above written.

CONSTELLATION HOLDINGS, LLC

By: EXELON GENERATION COMPANY, LLC,
its sole member

By: [Signature]
Name: Kyle B. Crowley
Title: Vice President - Exelon Generation Company, LLC and Sr. Vice President and Chief Development Officer
Exelon Corporation
IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the
date first above written.

BIF II SAFE HARBOR HOLDINGS LLC

By: [Signature]
Name: Patricia Bood
Title: Senior Vice President & Secretary